



A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, September 15, 2016

7:00 PM

James Steenbergen, President • Kathryn Kaminski, Vice President • Kay Danziger, Secretary
Anna Gonzales • Dr. Tyson Harrell • Melisa Roberts • Frank Torres

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
SEPTEMBER 15, 2016
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
 - A. "Already Learning" - Seguin Early Childhood Center
4. Recognitions/awards
 - A. UIL Solo & Ensemble Outstanding Performers
5. Introductions
6. Audience to patrons
7. Approval of minutes
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 - A. Meetings and events
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 - A. Meetings and events
 - B. Information for immediate attention
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 - b. BE (LOCAL) - Board Meetings
 - c. BED (LOCAL) - Board Meetings: Public Participation
 - d. CAA (LOCAL) - Fiscal Management Goals and Objectives: Financial Ethics

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c. Reading Junior High School	
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12. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	234
a. Approval of personnel recommendations for employment of professional personnel	
b. Employment of professional personnel (Information)	235
c. Employee resignations and retirements (Information)	242
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school	

finance litigation

RECONVENE IN OPEN SESSION

**Action on Closed Session Items
Future Agenda Items**

ADJOURNMENT: (Time _____)

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

Section 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed session, then such final action, final decision or final vote shall be at either:

- a. the open meeting covered by this notice upon the reconvening of this public meeting, or
- b. at a subsequent public meeting of the Board upon notice thereof, as the Board may determine.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 9th day of September 2016 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

Karen Vacek

Karen Vacek

Secretary to Superintendent

Special Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Special Meeting Held

On this the 16th day of August 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

James Steenbergen President
Kay Danziger Secretary
Anna Gonzales Member
Tyson Harrell Member
Melisa Roberts Member

Members Absent:

Kathryn Kaminski Vice President
Frank Torres Member

Others Present:

Thomas Randle Superintendent
Kevin McKeever Administrator for Operations
Jill Ludwig Chief Financial Officer
Leslie Haack Executive Director of Secondary Education
Kathleen Bowen Chief Human Resources Officer
Mike Rockwood Executive Director of Community Relations
David Jacobson Chief Technology Information Officer
Valerie Vogt Academic Administrator

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

2. Discussion of August 18th Regular Board Meeting Agenda Items

The Board reviewed the August 18th Regular Board Meeting agenda items.

9. ACTION ITEMS

9. A GOAL: PLANNING

9. A-3 Consider approval of 2016 tax year appraisal roll and new property value

Mr. Steenbergen asked if the \$52m that is not certified and not under protest is still potential income to the District. Ms. Ludwig said it has already been calculated in the numbers.

9. A-9 Consider approval of offer to purchase tax resale property

Ms. Roberts asked if the final amount is being split with Fort Bend County and City of Rosenberg. Ms. Ludwig said yes. Ms. Roberts asked if this was one of the properties that just goes up for auction. Ms. Ludwig said yes, but they are accepting additional bids since it did not sell the first time. Dr. Randle told the Board there are fees that are associated with this sale. Ms. Roberts asked if it had only been up for bid would the District have to approve. Ms. Ludwig said it is only when we are accepting a bid that is lower than the taxes that are due.

9. A-15 Discussion and possible action for the final scope of work and budget increase for the Terry High School baseball complex renovations

Mr. Hoyt gave an update. Dr. Harrell asked if the further out restroom is being renovated to be used as restrooms. Mr. Hoyt said yes. Mr. Steenbergen asked what this proposal included, since they were working on reducing the initial budget and talked about using asphalt instead of concrete. Mr. Hoyt said it is concrete. Dr. Harrell asked if they basically took a four phase original project and condensed it into two phases. Mr. Hoyt said it is two major projects, but they still have maintenance working on the restroom facility. Ms. Roberts asked how this impacts the field, if they get started and then decide it is holding too much water. Mr. Hoyt said the dugouts and the backstops in phase 1 will be fine and untouched. They would see if they could repair the field without damaging what was put in place in the beginning. Dr. Randle said there is probably some grading of the field that they can do now. They can have the field specialists look at the field and address the areas that are holding water. Ms. Roberts asked how this will affect the current playing. Coach Rice said it can hamper practice and games, and on a rainy day it is hard to get all the water off and it keeps the mowers off as well.

9. A-18 Consider approval of schematic design for the practice pool at:

- a. Foster High School
- b. Fulshear High School
- c. George Ranch High School

Mr. Schneider presented the design. Ms. Roberts asked why the George Ranch facility has a lot less stone. Mr. Schneider said George Ranch has a lot less stone on the building itself.

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10. INFORMATION ITEMS

10. B GOAL: PLANNING

10. B-1 Board policies - First Reading

Mr. Steenbergen said this is the four policies that the subcommittee revised. He said one of interest to the audience is they will allow discussion by the audience on workshop nights of the action items. He said it gives the community time to participate with the Board.

10. B-6 Bond Update

Mr. Steenbergen asked how we are performing against the budget for Fulshear and Leaman. Mr. McKeever said it will be right at budget.

10. B-7 Transportation Update

Mr. Jones gave an update on what to expect for the beginning of school. Dr. Harrell asked if the four in training are all in the same phase. Mr. Jones said they are in different phases. Ms. Roberts asked how confident can parents feel about the information they are accessing online about the times their children will be dropped off. Mr. Jones said the information is correct, but there could be delays the first week of school. Ms. Danziger asked if they will have extra personnel riding the buses and if the blue cards will be in place. Mr. Jones said yes and the blue cards will be in place for pre-k and kindergarten. The information is being distributed at the meet the teacher nights.

10. B-8 Projects funded by 2011 available bond funds

Ms. Roberts asked about the fencing. Mr. McKeever said there were no bidders, it has been revamped and is out for bid currently.

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
 - b. Consider the purchase of a parcel of land consisting of approximately 15.1 acres in Fort Bend County, Texas for use as an Elementary School Site
 - c. Consider the purchase of a parcel of land consisting of approximately 14 acres in Fort Bend County, Texas for use as an Elementary School Site
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional

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Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.

- a. Any item listed on the agenda
- b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:20 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:25 p.m.

11. A-1(a) Approval of personnel recommendations for employment of professional personnel

It was moved by Ms. Roberts and seconded by Ms. Danziger that the Board of Trustees approve personnel as presented. The motion carried unanimously.

Employed

Akinola, Makia	TBD	Assistant Principal Pink Elementary
Imrie, Leann	TBD	Assistant Principal Adolphus Elementary

ADJOURNMENT

The meeting adjourned at 7:25 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

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1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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Members Present:

James Steenbergen	President
Kay Danziger	Secretary
Anna Gonzales	Member
Tyson Harrell	Member
Melisa Roberts	Member

Members Absent:

Kathryn Kaminski	Vice President
Frank Torres	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Academic Administrator

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

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2. Public Hearing to Discuss Budget and Proposed Tax Rate for 2016 – 2017 School Year

Jill Ludwig, Chief Financial Officer, gave a brief overview of the budget and proposed tax rate for the 2016 – 2017 school year with the following agenda:

- Discussion of three budgets requiring official adoption by the Board of Trustees
 - General Operating Fund
 - Debt Service Fund
 - Food Service Fund
- Proposed Two-Part Tax Rate

The meeting was opened to the public for discussion at 6:38 p.m.

The hearing was closed to the public at 6:39 p.m.

ADJOURNMENT

The meeting adjourned at 6:39 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Regular Meeting Held

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1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 7:00 p.m.

Members Present:

James Steenbergen President
Kay Danziger Secretary
Anna Gonzales Member
Tyson Harrell Member
Melisa Roberts Member

Members Absent:

Kathryn Kaminski Vice President
Frank Torres Member

Others Present:

Thomas Randle Superintendent
Kevin McKeever Administrator for Operations
Jill Ludwig Chief Financial Officer
Linda Lane Interim Executive Director of Elementary Education
Leslie Haack Executive Director of Secondary Education
Kathleen Bowen Chief Human Resources Officer
Mike Rockwood Executive Director of Community Relations
David Jacobson Chief Technology Information Officer
Valerie Vogt Academic Administrator
Rick Morris Attorney

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

2. OPENING OF MEETING

A moment of silence was observed and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

Mr. Steenbergen congratulated the District on receiving the Certificate of Excellence in Financial Reporting for the sixteenth year in a row.

Mr. Steenbergen sent out congratulations to Lamar Jr. High principal, Creighton Jaster, for receiving the distinguished administrator award from Texas Technology and Engineering Educators.

4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:

- Tiffany Foster, principal, Pink Elementary
- Makia Akinola, assistant principal, Pink Elementary
- Christopher Cuellar, assistant principal, George Ranch High
- Leann Imrie, assistant principal, Adolphus Elementary
- Judith Mamany, assistant principal, George Ranch High

5. AUDIENCE TO PATRONS

Ms. Karen Mendoza asked the Board to vote in favor of the resolution recognizing September as Childhood Cancer Awareness Month.

6. APPROVAL OF MINUTES

A. JULY 19, 2016 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Danziger and seconded by Ms. Gonzales that the Board of Trustees approve the minutes of July 19, 2016 Special Meeting (Workshop). The motion carried unanimously.

B. JULY 21, 2016 REGULAR BOARD MEETING

It was moved by Dr. Harrell and seconded by Ms. Roberts that the Board of Trustees approve the minutes of July 21, 2016 Regular Board Meeting. The motion carried unanimously.

C. AUGUST 4, 2016 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees approve the minutes of August 4, 2016 Special Meeting (Workshop). The motion carried unanimously.

D. AUGUST 4, 2016 SPECIAL MEETING

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve the minutes of August 4, 2016 Special Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Technology Committee did not meet but she reported the status of projects going on throughout the District. She also said that the students in the Project GROW program will graduate Friday at Lamar Consolidated High School auditorium at 10 a.m. She also attended the new teacher breakfast, new teacher dinner, and convocation. She thanked Dr. Randle and administration because this has been a great kickoff to the beginning of the year.

Dr. Harrell said he spoke to a new teacher at the dinner and she stressed how much enthusiasm and how hospitable her introduction into Lamar CISD has been.

Mr. Steenbergen reported the Facilities Committee met and he reported the status of projects going on throughout the District.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Dr. Randle thanked the Board Members that attended the new teacher orientation, new teacher dinner, or convocation. He said the District is off to a good start. He said the District has 31,000 students enrolled.

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-14; 9. A-16 – 9. A-17; 9. A-19 – 9. A-25; and 9. B-1

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve these action items as presented. The motion carried unanimously.

9. A GOAL: PLANNING

9. A-1 Adoption of 2016-2017 budgets

Adopted the 2016 – 2017 General Operating, Food Service and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$ 247,162,205.*
Food Service Fund	\$ 13,511,350.
Debt Service Fund	\$ 52,148,533.

*Amount subject to change as final calculations are ongoing.

9. A-2 Adoption, by ordinance, the 2016 tax rate for the 2016-2017 school year

Adopted, by ordinance, the 2016 tax rate. (See inserted page 32-A.)

9. A-3 Approval of 2016 Tax Year Appraisal Roll and New Property Value

Approved the following documents submitted by Patsy Schultz, RTA, Fort Bend County Tax Assessor/Collector:

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2016 Tax Year Value of New Property
2016 Tax Year Certified Appraisal Roll Totals

(See inserted pages 33-A - 33-N.)

9. A-4 Approval of the Certification of 2016 Tax Year Anticipated Collection Rate

Approved the anticipated tax collection rate of 100% for the 2016 tax year. (See inserted page 33-O.)

9. A-5 Approval of Resolution for Commitment of Fund Balance as of August 31, 2016

Approved a Resolution for the Commitment of Fund Balance, established according to the District's fund balance policy and in compliance with GASB 54. (See inserted page 33-P.)

9. A-6 Approval of 2016–2017 compensation plan

Approved the 2016-2017 compensation plan as presented.

9. A-7 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

9. A-8 Approval of budget amendment requests

Approved budget amendment requests as attached. (See inserted page 33-Q.)

9. A-9 Approval of offer to purchase tax resale property

Approved the bid by Efrain Dimas, Jr. for \$4,000 to acquire the one (1) tax resale property. (See inserted pages 33-R – 33-W.)

9. A-10 Approval of vehicle purchases for Maintenance and Operations

Approved the purchase of (3) Ford F-150 trucks from Helfman Ford in the amount of \$68,561.

9. A-11 Approval of the 2016-2017 agreement with Memorial Hermann Community Benefit Corporation

Approved the service agreement with Memorial Hermann Benefit Corporation and authorized the Board President to execute the agreement. (See inserted pages 33-X – 33-KK.)

9. A-12 Approval of documentation and process for naming Superintendent designees for automated Texas Education Agency Secure Environment (TEASE) users

Authorized Jill Ludwig, Leslie Haack, Linda Lane, and Valerie Vogt to act as Superintendent designees for approving staff requests for access to one or more TEA web applications accessed through the Texas Education Agency Secure Environment (TEASE).

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9. A-13 Approval of resolution proclaiming:

- a. Childhood Cancer Awareness Month

Approved the attached resolution proclaiming September 2016 as “Childhood Cancer Awareness Month” in the Lamar Consolidated Independent School District. (See inserted page 34-A.)

- b. Hispanic Heritage Month

Approved the attached resolution proclaiming September 15 – October 15, 2016 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District. (See inserted page 34-B.)

9. A-14 Approval of donations to the district, including, but not limited to:

- a. Common Threads
b. Foster High School
c. Lamar Junior High School

Approved donations to the District.

9. A-16 Approval of geotechnical study for the practice pool at:

a. Foster High School

Approved Terracon, Inc. for the geotechnical study for the practice pool at Foster High School in the amount of \$5,500 and authorized the Board President to execute the agreement. (See inserted pages 34-C – 34-H.)

b. Fulshear High School

Approved Terracon, Inc. for the geotechnical study for the practice pool at Fulshear High School in the amount of \$5,500 and authorized the Board President to execute the agreement. (See inserted pages 34-I – 34-N.)

c. George Ranch High School

Approved Terracon, Inc. for the geotechnical study for the practice pool at George Ranch High School in the amount of \$5,400 and authorized the Board President to execute the agreement. (See inserted pages 34-O – 34-T.)

9. A-17 Approval of professional surveying services for the practice pool at:

a. Foster High School

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company for professional surveying services for the practice pool at Foster High School in the amount of \$4,500 and authorized the Board President to execute the agreement. (See inserted pages 34-U – 34-X.)

b. Fulshear High School

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company for professional surveying services for the practice pool at Fulshear High School in the amount of \$4,500 and authorized the Board President to execute the agreement. (See inserted pages 35-A – 35-D.)

c. George Ranch High School

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company for professional surveying services for the practice pool at George Ranch High School in the amount of \$4,500 and authorized the Board President to execute the agreement. (See inserted pages 35-E – 35-H.)

9. A-19 Approval of Texas Accessibility Standards Review and Inspection for the Huggins Elementary School driveway improvements

Approved Winning Way Services for Texas Accessibility Standards Review and Inspection for the Huggins Elementary driveway improvements in the amount of \$1,175 and authorized the Board President to execute the agreement. (See inserted pages 35-I – 35-L.)

9. A-20 Approval of CSP #32-2016VRG for the Huggins Elementary School driveway improvements

Approved Bass Construction Company for the construction of the Huggins Elementary driveway improvements in the amount of \$585,000.

9. A-21 Approval of CenterPoint Energy temporary electrical service fees for Lindsey Elementary School

Approved CenterPoint Energy's temporary electrical service fees for Lindsey Elementary in the amount of \$2,022 and authorized the Board President to execute the agreement. (See inserted pages 35-M – 35-O.)

9. A-22 Approval of CSP #27-2016G for the construction of the new Agricultural Facility #2

Approved BLS Construction for the construction of the new Agricultural Facility #2 in the amount of \$2,724,725.

9. A-23 Approval of construction material testing services for the new Agricultural Facility #2

Approved Terracon for construction material testing services for the new Agricultural Facility #2 in the amount of \$26,000 and authorized the Board President to execute the agreement. (See inserted pages 35-P – 35-CC.)

9. A-24 Approval of CenterPoint Energy street light agreement for Arredondo Elementary School

Approved the CenterPoint Energy street light agreement for Arredondo Elementary School in the amount of \$22,287 and authorized the Board President to execute the agreement. (See inserted pages 35-DD – 35-FF.)

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9. A-25 Approval of professional topographic surveying services for the Support Services Facility new site

Approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for the Support Services Facility new site in the amount of \$11,000 and authorized the Board President to execute the agreement. (See inserted pages 36-A – 36-D.)

9. B GOAL: PERSONNEL

9. B-1 Approval of new appraisers for teaching staff, 2016-2017 school year

Approved the 2016 – 2017 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

9. A GOAL: PLANNING

9. A-15 Discussion and possible action for the final scope of work and budget increase for the Terry High School baseball complex renovations

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the Terry High School baseball complex proposed scope of work in the new two phase scope and the additional funds needed would be obtained from residual funds from the 2011 Bond. The motion carried unanimously.

9. A-18 Consider approval of schematic design for the practice pool at:

a. Foster High School

It was moved by Ms. Roberts and seconded by Ms. Danziger that the Board of Trustees approve the schematic design for the practice pool at Foster High School, as presented by PBK Architects that is within the scope of what the taxpayers have approved and within budget. The motion carried unanimously.

b. Fulshear High School

It was moved by Ms. Roberts and seconded by Ms. Danziger that the Board of Trustees approve the schematic design for the practice pool at Fulshear High School, as presented by PBK Architects that is within the scope of what the taxpayers have approved and within budget. The motion carried unanimously.

c. George Ranch High School

It was moved by Ms. Roberts and seconded by Ms. Danziger that the Board of Trustees approve the schematic design for the practice pool at George Ranch High School, as presented by PBK Architects that is within the scope of what the taxpayers have approved and within budget.

Ms. Roberts knows this has been a topic of big interest to taxpayers. Unfortunately the two new designs presented, one was out of budget and could not do everything they would like to do. She said she pushed for diving wells, but she reiterated that she is comfortable with the design being approved.

Dr. Harrell thanked the design team again for them listening.

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Ms. Danziger thanked the design team for their time and effort.

Mr. Steenbergen asked the swim coaches to stand and be recognized.

The motion carried unanimously.

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 State of Texas Assessments of Academic Readiness (STAAR) Results - Spring 2016

Mr. Moore presented the results.

10. B GOAL: PLANNING

10. B-1 Board policies - First Reading

10. B-2 Conversion and remarketing of the Series 2014A Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds

10. B-3 Tax Collection Report

10. B-4 Payments for Construction Projects

10. B-5 Region 4 Maintenance and Operations Update

10. B-6 Bond Update

a. 2011

b. 2014

10. B-7 Transportation Update

10. B-8 Projects funded by 2011 available bond funds

10. B-9 Energy Management Report

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land

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- b. Consider the purchase of a parcel of land consisting of approximately 15.1 acres in Fort Bend County, Texas for use as an Elementary School Site
- c. Consider the purchase of a parcel of land consisting of approximately 14 acres in Fort Bend County, Texas for use as an Elementary School Site
- 3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:43 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:56 p.m.

11. A-2(b) Consider the purchase of a parcel of land consisting of approximately 15.1 acres in Fort Bend County, Texas for use as an Elementary School Site

It was moved by Dr. Harrell and seconded by Ms. Roberts that the Board of Trustees approve the purchase of approximately 15.1 acres of real property located near the intersection of Myers Road and Berdett Road, for use as an elementary school site, and authorize the Superintendent to negotiate and execute a final sale and purchase agreement. The motion carried unanimously.

11. A-2(c) Consider the purchase of a parcel of land consisting of approximately 15.1 acres in Fort Bend County, Texas for use as an Elementary School Site

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the purchase of approximately 14 acres of real property located near the intersection of Briarwood Crossing Drive and Cooper’s Hill Trail, for use as an elementary school site, and authorize the Superintendent to negotiate and execute a final sale and purchase agreement. The motion carried unanimously.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

The meeting adjourned at 7:58 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenberg
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

**CONSIDER APPROVAL TO SUBMIT A STATE WAIVER TO THE
TEXAS EDUCATION AGENCY**

RECOMMENDATION:

That the Board of Trustees approve the Texas Education Agency request for maximum class size waivers for the elementary schools.

IMPACT/RATIONALE:

According to Board Policy EEB (LEGAL) and Texas Education Code (TEC) 25.112 the District is required to limit enrollment to 22 students in kindergarten through fourth grade classrooms. The Commissioner may provide an exception by applying for maximum class size waivers. To date, the campus and grade levels indicated on the attachment are the classes with more than 22 students in an individual classroom.

To address the increased enrollment, the District has allocated additional teaching units to reduce class sizes and the campus is actively searching for a certified and qualified candidate.

If the positions are not filled when the approved TEA form is made available, the District will be complete and submit the necessary information.

Submitted by: Linda Lane, Interim Executive Director of Elementary Education
Dr. Kathleen Bowen, Chief Human Resources Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Class Size Information

Campus	Grade	Total Sections	Impacted Sections	Students	Grade Level Ratio
^ Long Elementary	Kindergarten	5	5	132	26.4:1
^ Long Elementary	Third	4	2	90	22.5:1

^ Currently using a substitute or paraprofessional to assist.

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

That the Board of Trustees ratify the Financial and Investment Reports as presented.

PROGRAM DESCRIPTION:


Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision making.

Financial reports and statements are the end products of the accounting process. You will find attached the following reports:

- Ratification of August 2016 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Michele Reynolds, CPA, Director of Finance

Recommended for ratification:


Dr. Thomas Randle
Superintendent

SCHEDULE OF AUGUST 2016 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of August total \$25,672,509 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	14,130,166
614	Employee Benefits	595,379
621	Professional Services	21,254
623	Education Services Center	4,763
624	Contracted Maintenance and Repair Services	706,884
625	Utilities	644,570
626	Rentals and Operating Leases	17,651
629	Miscellaneous Contracted Services	860,574
631	Supplies and Materials for Maintenance and Operations	207,782
632	Textbooks and Other Reading Materials	580,837
634	Food Service	9,438
639	General Supplies and Materials	2,637,733
641	Travel and Subsistence -- Employee and Student	69,433
649	Miscellaneous Operating Costs/Fees and Dues	128,059
659	Other Debt Services Fees	2,375
661	Land Purchase and/or Improvements	317,191
662	Building Purchase, Construction, and/or Improvements	4,174,873
663	Furniture & Equipment - \$5,000 or more per unit cost	522,617
110	Cash (Petty Cash)	17,120
129	Misc. Receivable/Alternative Certification Fees	2,600
131	Inventory Purchases	5,202
211	Accounts Payable	257
217	Operating Transfers, Loans and Reimbursements	7,440
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	8,311
	Total	25,672,509

PROGRAM DESCRIPTION:

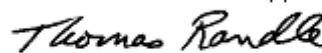
The report above represents all expenditures made during the month of August 2016 including prior month purchasing card transactions. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF AUGUST 31, 2016**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	137,743,777.00	138,227,285.00	483,508.00	100.4%
5800-STATE PROGRAM REVENUES	102,417,598.00	93,708,159.00	(8,709,439.00)	91.5%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	2,026,351.00	281,351.00	116.1%
7900- OTHER RESOURCES	-	719,593.00	719,593.00	
TOTAL- REVENUES	241,906,375.00	234,681,388.00	(7,224,987.00)	97.0%
EXPENDITURES				
6100-PAYROLL COSTS	207,730,431.00	193,221,994.00	14,508,437.00	93.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	21,642,543.00	17,710,593.00	3,931,950.00	81.8%
6300-SUPPLIES AND MATERIALS	14,333,720.00	9,393,610.00	4,940,110.00	65.5%
6400-OTHER OPERATING EXPENDITURES	4,397,401.00	3,649,030.00	748,371.00	83.0%
6600-CAPITAL OUTLAY	4,281,818.00	2,947,018.00	1,334,800.00	68.8%
TOTAL-EXPENDITURES	252,385,913.00	226,922,245.00	25,463,668.00	89.9%

Lamar CISD
Local Investment Pools
as of August 31, 2016

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,717,162.44	0.00	0.00	1,179.88	3,718,342.32
General Account	59,878,356.01	25,629,080.90	22,949,939.00	19,888.40	62,577,386.31
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	490,658.78	6,416,605.67	1,900,000.00	545.10	5,007,809.55
Workmen's Comp	500,050.84	33,333.33	50,000.00	158.58	483,542.75
Property Tax	15,927,000.99	514,925.44	16,072,632.51	1,882.26	371,176.18
Vending Contract Sponsor	476,492.53	0.00	0.00	151.25	476,643.78
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	1,611,189.68	0.00	1,611,188.68	233.04	234.04
Capital Projects Series 2005	227,866.96	0.00	0.00	72.35	227,939.31
Student Activity Funds	45,976.38	0.00	5,000.00	13.57	40,989.95
Taylor Ray Donation Account	5,091.07	0.00	0.00	1.55	5,092.62
Debt Service Series 2007	0.00	604,348.38	604,347.38	18.90	19.90
Capital Projects Series 2007	209,607.80	0.00	0.00	66.53	209,674.33
Common Threads Donation	53,358.77	0.00	0.00	16.96	53,375.73
Debt Service Series 2008	8,915.41	577,024.14	585,938.55	19.32	20.32
Capital Projects 2012A	2,528,506.64	0.00	151,653.93	775.10	2,377,627.81
Debt Service 2012A	1,494,689.49	584,257.02	2,078,945.51	234.45	235.45
Debt Service 2012B	237,204.07	300,406.14	537,609.21	43.69	44.69
Capital Projects 2014B	396.85	0.00	0.00	0.00	396.85
Debt Service 2014A	2,641,670.65	142,407.63	2,275,299.64	474.42	509,253.06
Debt Service 2014B	1,087,127.06	171,660.64	1,084,300.00	192.73	174,680.43
Debt Service 2013	200,906.58	254,437.07	455,342.65	37.02	38.02
Debt Service 2013A	485,830.49	615,278.08	567,126.10	181.78	534,164.25
Debt Service 2015	2,492,961.88	797,225.51	3,290,184.39	385.50	388.50
Capital Projects 2015	9,358,928.63	0.00	4,539,333.27	2,468.99	4,822,064.35
Debt Service 2016A	249,821.83	0.00	249,743.56	36.11	114.38

Lone Star Investment Pool Government Overnight Fund

Capital Projects Fund	5,032.87	0.00	0.00	1.67	5,034.54
Workers' Comp	722,575.45	0.00	0.00	239.60	722,815.05
Property Tax Fund	32,236.28	0.00	0.00	10.69	32,246.97
General Fund	2,594,047.21	0.00	0.00	860.17	2,594,907.38
Food Service Fund	90,706.32	0.00	0.00	30.08	90,736.40
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	702.31	0.00	0.00	0.23	702.54
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	384.98	0.00	0.00	0.13	385.11
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	42.98	0.00	0.00	0.01	42.99
Capital Projects 2014A	821,310.37	0.00	0.00	272.34	821,582.71
Capital Projects 2014B	17.05	0.00	0.00	0.01	17.06
Capital Projects 2015	26,688,569.88	0.00	0.00	8,849.79	26,697,419.67
Debt Service Series 2015	1,889,542.40	0.00	0.00	626.56	1,890,168.96

MBIA Texas CLASS Fund

General Account	15,419,256.65	0.00	0.00	9,125.16	15,428,381.81
Capital Project Series 1998	908.99	0.00	0.00	0.58	909.57
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,099,918.76	0.00	0.00	6,568.95	11,106,487.71
Capital Projects 2015	14,621,794.05	0.00	0.00	8,653.20	14,630,447.25
Debt Service 2015	946,507.60	0.00	0.00	560.15	947,067.75

TEXSTAR

Capital Projects Series 2007	744.64	0.00	0.00	0.27	744.91
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,254,602.35	0.00	67,127.05	405.71	1,187,881.01
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,706.72	0.00	0.00	0.62	1,707.34
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,521.36	0.00	0.00	1.55	4,522.91
Capital Projects 2014A	139.57	0.00	0.00	0.00	139.57
Capital Projects 2014B	188,229.73	0.00	0.00	63.79	188,293.52
Debt Service 2015	3,307,262.96	0.00	0.00	1,120.87	3,308,383.83
Capital Projects 2015	50,843,364.49	0.00	0.00	17,231.26	50,860,595.75

TEXAS TERM/DAILY Fund

Capital Projects Series 2007	1,007,874.00	0.00	0.00	400.93	1,008,274.93
Capital Projects Series 2008	141.14	0.00	0.00	0.06	141.20
Capital Projects Series 2012A	465,327.54	0.00	0.00	185.10	465,512.64
Capital Projects Series 2014A	7,664,633.59	0.00	1,786,602.19	2,543.41	5,880,574.81
Capital Projects Series 2014B	6,813,005.83	0.00	831,230.08	2,524.09	5,984,299.84
Debt Service 2015	1,890,853.30	0.00	1,756,128.11	362.51	135,087.70
Capital Projects 2015	28,678,906.77	0.00	0.00	11,408.29	28,690,315.06

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.37	\$29,077.48
LONE STAR ACCOUNT INTEREST	0.39	\$10,891.28
MBIA TEXAS CLASS ACCOUNT INTEREST	0.70	\$24,908.04
TEXSTAR ACCOUNT INTEREST	0.40	\$18,824.07
TEXAS TERM/DAILY ACCOUNT INTEREST	0.47	\$17,424.39
TOTAL CURRENT MONTH EARNINGS		\$101,125.26
EARNINGS 9-01-15 THRU 7-31-16		\$868,785.78
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$969,911.04

**CONSIDER ACCEPTANCE OF CERTIFICATE
OF EXCELLENCE IN FINANCIAL REPORTING**

RECOMMENDATION:

That the Board of Trustees review and accept the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2015 (School Year 2015-16).

IMPACT/RATIONALE:

Lamar CISD has been awarded the Certificate of Excellence in Financial Reporting by the Association of School Business Officials (ASBO) International. The award represents a significant achievement by the District and reflects our commitment to the highest standards of school system financial reporting. A district earning the Certificate of Excellence receives not only the award, but enhanced credibility for the financial management of its school system.

The Certificate of Excellence in Financial Reporting Program was designed by ASBO International to enable school business officials to achieve a high standard of financial reporting. School systems participating in the program are not competing against one another, but striving toward meeting a higher standard than required by state and federal regulatory agencies. This nationally-recognized program reviews and critiques school district accounting practices as represented in the Comprehensive Annual Financial Report (CAFR) and recognizes school districts that adhere to sound principles and reporting procedures. All applicants receive constructive comments about their CAFR from trained accounting professionals, and the award is only conferred to school systems that have met or exceeded the standards of the program. The district has been awarded the Certificate for the past sixteen years.

Since its inception in 1972, the program has gained the distinction of being a prestigious national award recognized by accounting professionals, underwriters, securities analysts, bond rating agencies, state and federal agencies, and education, teacher, and citizen groups.

The Association of School Business Officials International, founded in 1910, is a professional association that provides programs and services to promote the highest standards of school business management practices, professional growth, and the effective use of educational resources.

An electronic copy of the Comprehensive Annual Financial Report (CAFR) will be provided under a separate cover, the contents of which were presented when the Board approved the audit in January 2016. A printed copy of the report will be provided upon request.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Reynolds, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PURCHASE OF FLEET EQUIPMENT,
SUPPLIES, SERVICES & RELATED ITEMS**

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for fleet equipment, supplies, services and related items for the District.

IMPACT/RATIONALE:

Purchases shall be made of various transportation related supplies & services, primarily by the Transportation Department. This type of award is beneficial to the District as it allows for a variety of fleet vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

RFP 33-2016LN requested that vendors supply discounted catalog percentages, applicable labor rate(s), shipping costs, web catalog addresses and ordering specifics to LCISD for the following categories:

- Chassis/Body Parts
- Bus Monitoring Systems
- Lubricants & Oils
- Services: Electrical
- Services: Oil Changes
- Services: Bus Wash
- Services: Electronic Leak Detection
- Services: Bus Monitoring Systems
- Services: Tire Changers/Balancers
- Services: Towing
- Services: A/C and Heat
- Tires
- Engines and Transmissions
- Batteries, Fleet
- Services: Paint & Body
- Services: Engine/Transmission & Exhaust
- Services: Upholstery
- Services: Tanks/Dispensers
- Services: Tire Removal/Disposal
- Services: Hydraulic Equipment
- Related Items/Services
- Electrical Parts
- Shop Supplies

Vendors will be utilized for the diverse bus and light duty fleet needs across the district. This bid will be awarded as an annual contract with automatic renewals for four additional one-year periods, provided that LCISD and the approved vendors are in mutual agreement.

The procurement of these services will commence upon board approval, and as supplies or services shall be requested by individual departments, campuses or district groups utilizing local and federal funds.

Submitted by: Michele Leach, RTSBA, Purchasing & Materials Manager
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation

Recommended for approval:



Dr. Thomas Randle
Superintendent

RFP 33-2016LN
FLEET EQUIPMENT, SUPPLIES, SERVICES & RELATED ITEMS

1. 723 Automotive & Diesel
2. AJ Hurt Jr. dba Reladyne
3. AngelTrax
4. Batteries Plus Bulbs #774
5. Beasley Tire Service - Houston
6. Beta Technology
7. Buck's Wheel & Equipment
8. Burgoon Company
9. Burn's Pump Service
10. B-W Industrial Supply
11. Central Hardware No2 LLC
12. Chalk's Truck Parts
13. ClearDrain
14. Competitive Tire
15. Davis Brothers Auto Supply
16. Don Hart's Radiator Service Center
17. FleetPride
18. Fort Bend Hydraulics
19. Goolsbee Tire Service
20. Gulf Coast Paper Co. Inc.
21. Helfman Fiat of Sugar Land
22. Helfman Ford
23. Hydrotex
24. International Trucks of Houston
25. Interstate Battery System of Houston
26. Lassetter-Lafour Equipment
27. Legacy Ford
28. Longhorn Bus Sales
29. MTF Equipment Sales
30. O'Reilly Auto Parts
31. Rush Truck/Rush Bus Center
32. Schaeffer Manufacturing Co.
33. Schaeffer's Specialized Lubricants
34. School Bus Parts
35. Southern Tire Mart
36. Speedy Sticker Shop
37. Strouhal Tire Recapping Plant
38. Sun Coast Resources
39. Thomas Bus Gulf Coast
40. Winfred's Glass
41. Winzer USA
42. Zurovec's Auto & Transmission Repair

CONSIDER APPROVAL OF BOARD POLICIES

RECOMMENDATION:

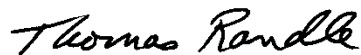
That the Board of Trustees approve second reading of the following policies:

- BBI (LOCAL) – Board Members: Technology Resources and Electronic Communications
- BE (LOCAL) – Board Meetings
- BED (LOCAL) – Board Meetings: Public Participation
- CAA (LOCAL) – Fiscal Management Goals and Objectives: Financial Ethics

PROGRAM DESCRIPTION:

A primary function of the Board of Trustees is to adopt policies for the operation of the District. Local policies are customized to provide a procedure to enforce the legal policies and District guidelines.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$2,500.


PROGRAM DESCRIPTION:

Foster High Athletic Booster Club donated \$7,550 to purchase a football tunnel for Foster High School.

Frost PTO donated \$5,546.75 to purchase reading materials and technology at Frost Elementary School.

Reading Jr. High PTO donated \$5,266 to be used by journalism, PE, and school use at Reading Jr. High School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CUSTODIAL APPRECIATION WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 3 – 7, 2016 as “Custodial Worker Recognition Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

National Custodial Workers Recognition Day will be celebrated on October 2, 2016. It is appropriate that Lamar CISD recognize the importance of and contributions from our district custodial staff during the week of October 3 – 7, 2016.

PROGRAM DESCRIPTION:

Campus and department staff members will be honoring their custodial staff during Custodial Week in Lamar CISD.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, National Custodial Recognition Day is celebrated throughout the United States on October 2, 2016; and

Whereas, Custodial Recognition Day recognizes the importance of a clean, well-kept learning environment; and

Whereas, custodial staff members are valuable members of the educational team on our campuses; and

Whereas, the assistance of custodial staff members is particularly important in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing their talent and efforts in supporting students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 3 – 7, 2016 as **Custodial Worker Recognition Week** in the Lamar Consolidated Independent School District.

Adopted this 15th day of September 2016 by the Board of Trustees.



James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
RED RIBBON WEEKS**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 23 – 31, 2016 as "Red Ribbon Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The weeks of October 23 – 31, 2016 will be celebrated district-wide as "Red Ribbon Week," encouraging citizens to demonstrate their commitment to a drug-free lifestyle and a drug-free community. Tobacco prevention, refusal skills and the courage to make healthy choices are the focus of this year's campaign. Lamar CISD is on the forefront of prevention in promoting health and success for all our students. By adopting this resolution, the Board of Trustees makes a clear statement that drugs will not be tolerated on any Lamar CISD campus and that drug-free schools are expected.

PROGRAM DESCRIPTION:

For the past 24 years, Lamar CISD has led the community in promoting drug prevention. Each school will be presenting a variety of prevention activities, involving the staff and students, which increase the protective factors in the lives of Lamar CISD students.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, the abuse of drugs, tobacco and alcohol has reached epidemic stages in our nation; and

Whereas, visible, unified efforts at prevention education are the best ways to reduce demand for illegal drugs; and

Whereas, October 23 – 31, 2016 has been declared nation-wide as "**Red Ribbon Week;**" and

Whereas, our community will join with others throughout the nation to demonstrate its commitment to a healthy, drug-free lifestyle by wearing and displaying red ribbons and participating in drug-free awareness activities during this week-long observance; and

Whereas, the Lamar Consolidated Independent School District is committed to a drug-free community and has committed its efforts and resources to drug-abuse prevention education;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares October 23 – 31, 2016 as "**Red Ribbon Week**" in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses, and community members to support and participate in drug-prevention activities.

September 15, 2016



James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL BUS SAFETY WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 17 – 21, 2016 as “School Bus Safety Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Bus Safety Week will be celebrated nationally during the week of October 17 – 21, 2016. During this week it is appropriate for the Lamar CISD community to recognize the importance of school bus safety and the role of transportation staff members play in service to our students.

PROGRAM DESCRIPTION:

Staff members at Lamar CISD campuses will increase students’ awareness of school bus safety by reviewing and discussing the district’s transportation rules.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Bus Safety Week** is celebrated throughout the United States during the week of October 17 – 21, 2016; and

Whereas, **School Bus Safety Week** recognizes the importance of transporting students safely to and from school and school activities; and

Whereas, transportation staff members are valuable members of the educational team; and

Whereas, the expert assistance of transportation staff members is especially important in the activities and operations of a school district; and

Whereas, those staff members are diligent in safely transporting our students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 17 – 21, 2016 as **School Bus Safety Week** in the Lamar Consolidated Independent School District.

Adopted this 15th day of September 2016 by the Board of Trustees.

James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL LUNCH WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 10 – 14, 2016 as “School Lunch Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Lunch Week will be celebrated nationally during the week of October 10 – 14, 2016. It is appropriate for the Lamar CISD community to recognize the importance of our district school lunch program and our food service staff during this week.

PROGRAM DESCRIPTION:

The Lamar CISD Food Service Department has designed special promotions during this week for the school cafeterias.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, **School Lunch Week** is celebrated throughout the United States during the week of October 10 – 14, 2016; and

Whereas, the National School Lunch Program has served our nation admirably for more than 60 years through advanced practices and nutrition education; and

Whereas, **School Lunch Week** recognizes the importance of a nutritious school lunch program; and

Whereas, food service staff members are a valuable part of our schools' educational teams; and

Whereas, the assistance of food service staff members is vital in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing nourishment for students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 10 – 14, 2016 as **School Lunch Week** in the Lamar Consolidated Independent School District. Adopted this 15th day of September 2016 by the Board of Trustees.



James Steenbergen, President

Kay Danziger, Secretary

**CONSIDER APPROVAL OF FIBER DATA CONNECTION FOR
BENTLEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Phonoscope Light Wave, Inc. for fiber data connection for Bentley Elementary School in the amount of \$61,676 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Fiber data connection will provide internet, phone and data connection to Bentley Elementary School. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Phonoscope Light Wave is the vendor for Lamar CISD to provide fiber data connections to all facilities. Upon approval, the superintendent will execute the agreement.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CHANGE ORDER #1 FOR ROAD IMPROVEMENTS
FOR BENTLEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve change order #1 in the amount of \$405,508 to the contract with Gamma Construction Company for road improvements for Bentley Elementary School and authorize the Board President to execute the attached change order document.

IMPACT/RATIONAL:

The design of the road improvements and traffic signal was not finalized at the time the project was awarded. Understanding that the design would require extended time by TxDOT to review traffic studies, drainage and other considerations, a contingency allowance of \$150,000 was included in the contractor's scope of work to allow for preliminary work. It was anticipated that this would not cover the cost of all the work required by TxDOT. A change order was to be negotiated once the design was approved by TxDOT. The final scope of work is included in this change order #1. The contractor's price includes a credit for the initial \$150,000 contingency allowance. In addition, the change order is being reduced by another \$140,000 from the owner's contingency allowance contained within the contractor's scope of work.

A separate Substantial Completion date of January 18, 2017 is established for the road improvements.

These funds were allocated within the 2014 Bond budget.

PROGRAM DESCRIPTION:

Upon approval the contract with Gamma Construction Company will be increased by \$405,508 for road improvements for Bentley Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations
 Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



Document G701™ – 2001

Change Order

PROJECT (Name and address): Carl Briscoe Bentley Elementary School 9910 FM 359 Richmond, Texas 77406	CHANGE ORDER NUMBER: 001 DATE: September 15, 2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Gamma Construction Company 2808 Joanel Houston, Texas 77027	ARCHITECT'S PROJECT NUMBER: 15156 CONTRACT DATE: October 15, 2015 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) Scope of As Noted Below.

CPR #7 MUD Tie-In & School Flashers.....	\$ 18,869.00
CPR #9 TexDOT Turn Lane.....	\$ 355,593.00
CPR#10 Traffic Signal.....	\$ 171,046.00
Sub Total Additional Work	\$ 545,508.00
Less Partial Owner's Contingency Allowance -	\$ 140,000.00
Total Change Order #1	\$ 405,508.00

For the road improvements included in this Change Order #1 the Substantial Completion date is established as January 18, 2017.

The original Contract Sum was	\$ 18,541,396.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 18,541,396.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 405,508.00
The new Contract Sum including this Change Order will be	\$ 18,946,904.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged for the original scope of work per contract.

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

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

<u>PBK Architects, Inc.</u> ARCHITECT (Firm name)	<u>Gamma Construction Company</u> CONTRACTOR (Firm name)	<u>Lamar Consolidated ISD</u> OWNER (Firm name)
<u>11 Greenway Plaza, 22nd Floor</u> <u>Houston, Texas 77046</u> ADDRESS	<u>2808 Joanel</u> <u>Houston, Texas 77027</u> ADDRESS	<u>3911 Avenue I</u> <u>Rosenberg, Texas 77471</u> ADDRESS
<u></u> BY (Signature)	<u></u> BY (Signature)	<u></u> BY (Signature)
<u>Mr. Rick Blan, AIA</u> <u>Partner</u> (Typed name)	<u>Mr. Keith Williams</u> <u>President</u> (Typed name)	<u>Mr. James Steenbergen</u> <u>Board President</u> (Typed name)
<u>9/7/16</u> DATE	DATE	DATE

**CONSIDER APPROVAL OF CENTERPOINT ENERGY BLANKET EASEMENT
FOR BENTLEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy blanket easement for right-of-way pole relocation at Bentley Elementary School, and authorize the Board President to execute the easement documents.

IMPACT/RATIONAL:

The blanket easement to CenterPoint Energy is for pole relocation at Bentley Elementary School as part of the road widening work. This work will remain in the public right-of-way but may require crews to have access to the site for construction.

This blanket easement covers the entire site. Following installation, a specific easement for the actual utility locations that fall outside of the public right-of-way will replace this blanket easement.

PROGRAM DESCRIPTION:

Upon approval, CenterPoint Energy will begin relocation of the poles to allow the widening of the roadway for Bentley Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }
COUNTY OF Fort Bend } KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Lamar Consolidated Independent School District, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has GRANTED, SOLD AND CONVEYED and by these presents, does GRANT, SELL AND CONVEY unto said Grantee, its successors and assigns, all or in part, a blanket easement (hereinafter referred to as the "Easement Area", whether one or more) for electric distribution facilities and communication facilities (hereinafter referred to as "Facilities") consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, located within the following described lands owned by Grantor, to wit:

That certain 14.90-acre tract of land in the John Foster Survey, Abstract No. 26, Fort Bend County, Texas, being the same property described in a deed recorded in Clerk's File 2015044898 of the Official Records of said County.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such Laws and Codes apply to Grantor, its successors or assigns, Grantor or its successors or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including O.S.H.A., Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code. Grantor, its successors or assigns, is hereby obligated to place National Electrical Safety Code notices into Community Deed Restrictions when Easement Areas fall within Residential Developments.

The easement herein granted is a blanket easement and shall apply only insofar as the boundaries of the above described property will permit. Grantee further reserves the right to extend services and drops to adjacent land owners from said Facilities.

No structures shall be permitted closer than five (5) feet to the centerline of any underground or above ground Facilities.

No structures shall be permitted closer than fifteen (15) feet to the centerline of any overhead electrical Facilities, beginning at a plane sixteen (16) feet above the ground and extending upward.

If Grantor, its successors or assigns should at any future date request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new easement described by a sealed and surveyed metes and bounds sketch in accordance with terms and procedures set forth on Exhibit "A" and Grantee will

agree to release the herein above described easement at Grantor's expense upon execution and delivery of the new easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said easement, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said easement and land adjoining thereto, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantees, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement Area, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of

Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

EXECUTED this _____ day of _____, 20__.

Lamar Consolidated Independent School District

STATE OF TEXAS }

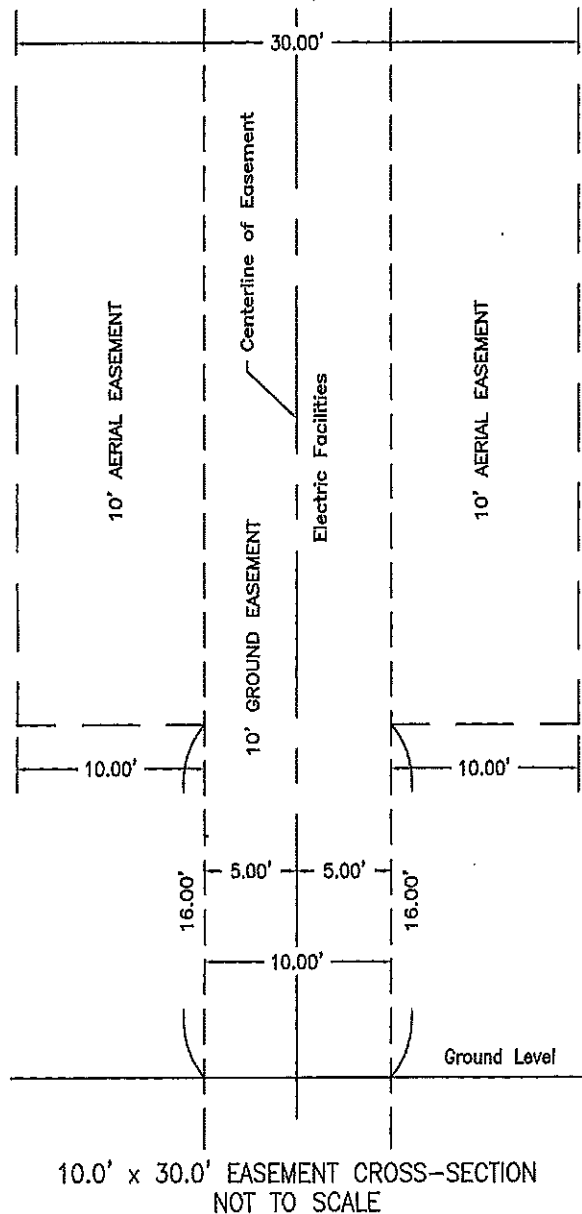
COUNTY OF }

This instrument was acknowledged before me on _____, 20____, by
Lamar Consolidated Independent School District .

Notary's Signature

Name typed or printed

Commission Expires



Should Grantor request that the easement herein granted be further defined by a survey, the easement at the time of said survey shall be ten (10) feet wide centered on and extending fifteen (15) feet past the electrical facilities as built as referenced on Exhibit "B", not to exclude services and drops that extend to adjoining customers that may not be depicted on Exhibit "B", extending on, under, over, and across said tract, save and except the service drop extending to Grantor's structure located on said tract, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said 10-foot wide easement as indicated in the sketch shown above.

Exhibit "A"

5

HTTP://TEAMS.CNPTODAY.COM/TDU/DPD/SERVICECENTER/SERVICECONSULTANTS/LROW/SHARED DOCUMENTS/SHORT_FORM_EASEMENTS/SFBE ACREAGE.INDIVIDUAL OR HUSBAND AND WIFE.REV 6.13.11.DOT

JOB 79442454
MAP 524S
S/C Fort Bend

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF **Fort Bend** }

BEFORE me the undersigned authority on this day personally appeared **Lamar Consolidated Independent School District**, hereinafter referred to as Affiant, whether one or more, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain **14.90**-acre tract of land in the **John Foster** Survey, Abstract **No. 26**, **Fort Bend** County, Texas, being the same property described in a deed recorded in Clerk's File **2015044898** of the Official Records of said County.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this _____ day of _____, 20____.

Lamar Consolidated Independent School District

This instrument was acknowledged before me on _____, 20____, by
Lamar Consolidated Independent School District.

Notary's Signature

Name typed or printed

Commission Expires

STATE OF TEXAS }

COUNTY OF }

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**

JOB 79442454
MAP 524S
S/C Fort Bend

**CONSIDER APPROVAL OF CENTERPOINT ENERGY POLE RELOCATION
FOR BENTLEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy Facilities Extension Agreements for right-of-way pole relocation at Bentley Elementary School in the amount of \$29,739 and authorize the Board President to execute the agreements.

IMPACT/RATIONAL:

The Facilities Extension Agreements for right-of-way pole relocation at Bentley Elementary School is the cost for CenterPoint Energy to relocate the poles as part of the road widening work. These funds were allocated within the 2014 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, a check will be issued to CenterPoint Energy for the relocation of the right-of-way poles as part of the road widening work for Bentley Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between _____
Customer Name: _____, herein
called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called
"Company" (hereinafter referred to as Agreement) for the construction, extension, installation,
modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's
Delivery System, including temporary facilities (hereinafter referred to as facilities extension or
extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at _____
9910 FM 359

The Company agrees to accept payment of \$29,739.00 Dollars
to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection
with the Retail Customer request to extend Company facilities to the above described location as
follows: Relocation of 4 poles and installation of 5 poles as well as relocating conductor.

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

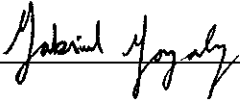
CNP 8038

- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

By 
 Gabriel Gonzalez
 (name printed or typed)

Title Service Consultant
 Date 08/30/2016

 Retail Customer
 By _____

 (name printed or typed)

Title _____
 Date _____



**SERVICE OUTLET LOCATION AND DATA STATEMENT
FOR ELECTRIC SERVICE**

CUSTOMER Put Name Here:	DAY PHONE Put # Here
SERVICE ADDRESS 9910 FM 359	EVENING PHONE
MAILING ADDRESS	PAGER
ELECTRICIAN	CELL PHONE

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on, 08-30-2016 to discuss the requirements needed to provide you electric service. DATE

<ul style="list-style-type: none"> • CenterPoint Energy Construction Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO • The following steps must be complete prior to construction: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pay any up-front contributions for non-standard service \$ <u>29,739.00</u> <input type="checkbox"/> Clear trees along extension route <input type="checkbox"/> Easement charges \$ _____ <input type="checkbox"/> Easement execution 	<p>To begin the process we request that you provide the following information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Site Plan and Elevation Plan: Hard Copies <input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates <input type="checkbox"/> One Line Diagram <input type="checkbox"/> Load Analysis <input type="checkbox"/> Easements Required-Recorded Warranty Deed Required <input type="checkbox"/> Specifications on Modular Metering Enclosure.
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The following steps must be completed prior to meter installation:

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Installation of meter pole or weather head (as located on sketch)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Obtain city or county permit - For contact information, call 713-207-2222 or 1-800-332-7143, or visit the website http://www.centerpointenergy.com/houston/builders
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Obtain an ESI ID# for your account - Either you the customer or your Competitive Retailer can get this number by calling 713-207-2222 or 1-800-332-7143
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Competitive Retailer - For listing, visit the website http://www.powertochoose.org or call 1-866-PWR-4-TEX(1-866-797-4839)

CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon negotiated date by CenterPoint Energy and customer. *Please be aware our ability to meet the target completion date may be affected by weather, availability of construction crews and materials, ability to secure easements, and timely completion of your requirements (see above).*

We appreciate the opportunity to do business with you and look forward to the successful completion of this project. Your signature below insures that both parties understand the requirements toward completion that will allow you electrical service. Thanks for your cooperation in this matter.

Sincerely, 

Service Consultant

SERVICE CONSULTANT Gabriel Gonzalez	PHONE NUMBER (281) 341-4908
ADDRESS PO BOX 231; Rosenberg TX 77471	
E-MAIL ADDRESS gabriel.gonzalez@centerpointenergy.com	

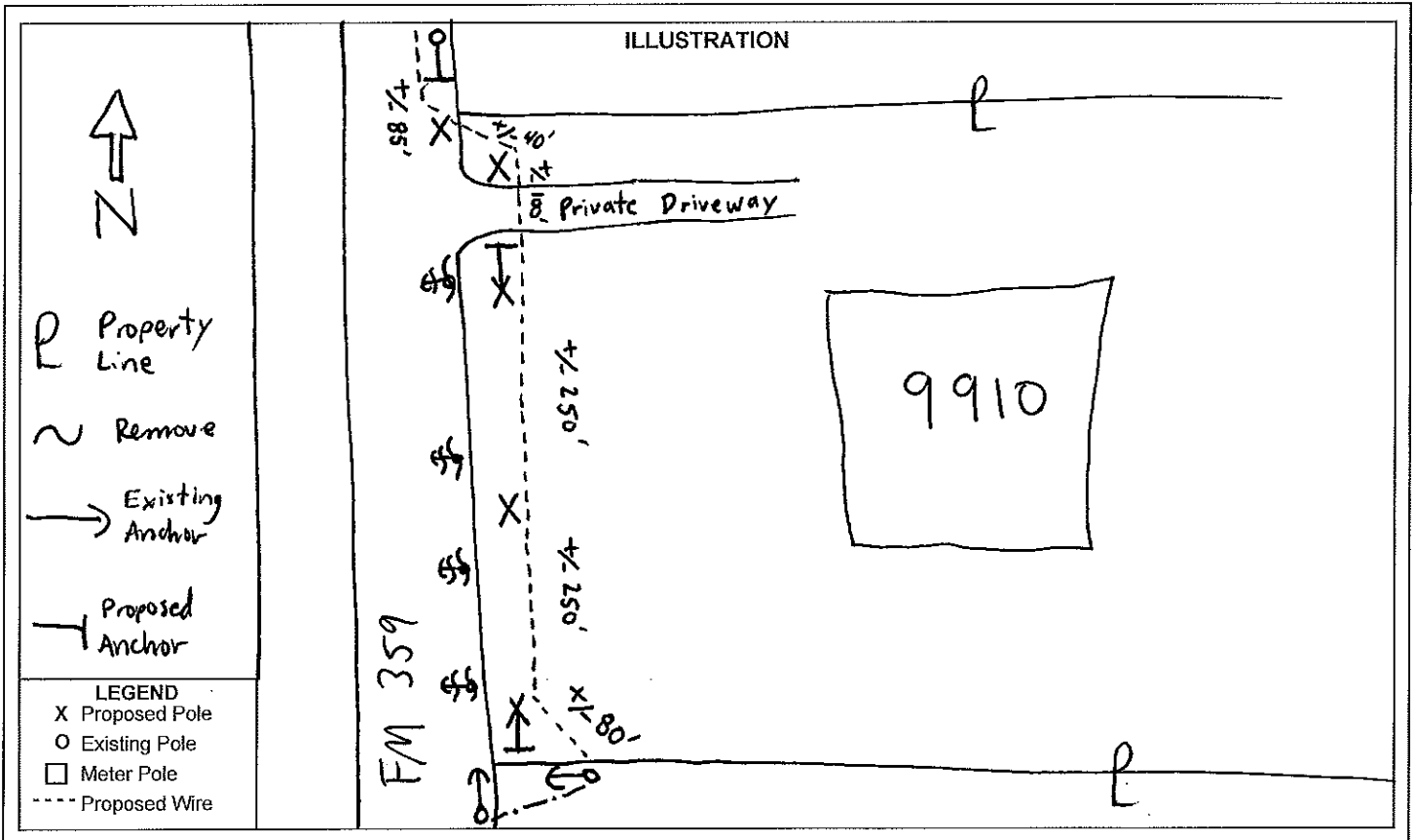
CUSTOMER'S SIGNATURE	
CUSTOMER'S PRINTED NAME	DATE

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will Customer have Back-up Generation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will Customer have Motor Greater than 250 HP?
APPLICABLE FORMS		
<input type="checkbox"/> Power Quality <input type="checkbox"/> Primary Meter <input type="checkbox"/> Motor Start <input type="checkbox"/> Emergency Generation <input type="checkbox"/> Distributed Generation <input type="checkbox"/> Major UG Checklist		

<p align="center">GENERAL SERVICE</p> <p><input type="checkbox"/> 1Ø 3W 120/208</p> <p><input type="checkbox"/> 1Ø 3W 120/240</p> <p><input type="checkbox"/> 3Ø 4W Δ 240V</p> <p><input type="checkbox"/> 3Ø 4W Y 120/208V</p> <p><input type="checkbox"/> 3Ø 4W Y 277/480V* *10 X 26 PT can mounted on 480V Service?</p> <p><input type="checkbox"/> 3Ø 3W Δ 480V* *1-1/4" conduit connecting CT & PT can run?</p> <p><input type="checkbox"/> Primary Metering Job</p> <p><input type="checkbox"/> Major UG Job</p> <p><input type="checkbox"/> Other: (Explain) _____</p>	<p align="center">SERVICE TYPE</p> <p>_____ FT² <input type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric</p> <p>Size Wire Pulled _____</p> <p>Cust's Load 1 Ø _____ +3 Ø _____ = _____ Total KVA</p> <p>Fault Current: Initial _____ Ultimate _____</p> <p align="center">Amperes RMS Symmetrical at _____ Volts</p>
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<p align="center">CT CAN TYPE</p> <p><input type="checkbox"/> 320 Amp (self contained)</p> <p><input type="checkbox"/> 30 X 42</p> <p><input type="checkbox"/> Bus Head Outdoor</p> <p><input type="checkbox"/> Bus Head with CT Can</p> <p><input type="checkbox"/> Stainless Steel Rack</p> <p><input type="checkbox"/> Primary Job</p>	<p align="center">CONDUITS ON POLE</p> <p align="center">Size of Conduit</p> <p align="center">_____</p> <p align="center">No. of Conduits</p> <p align="center">_____</p>	<p align="center">For Information Regarding:</p> <p align="center">CenterPoint Energy service standards visit</p> <p align="center">www.centerpointenergy.com/electricservicestandards</p> <p align="center">or</p> <p align="center">For Gas service call</p> <p align="center">(713) 659-2111</p>
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COMMENTS OR NOTES



**TEXAS LAW AN ACT
TEXAS HEALTH AND SAFETY CODE TITLE 9**

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

- (1) "High voltage" means more than 600 volts measured between conductors or between a conductor and the ground.
- (2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

(A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.

(B) In this section, "authorized person" means:

- (1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;
- (2) an employee of a transportation system working on the system's electrical circuits;
- (3) an employee of a communication utility;
- (4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;
- (5) an employee of an industrial plant who works on the plant's electrical system; or
- (6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

(A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.

(B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.

(C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.

(D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

(A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:

- (1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or
- (2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.

(B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:

- (1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;
- (2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or
- (3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

(A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:

- (1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);
- (2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and
- (3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.

(B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads: "WARNING -- UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."

(C) The warning sign must be legible at 12 feet and placed:

- (1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and
- (2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.

(D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

(A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.

(B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989
Prior Laws:
Acts 1971, 62nd Leg., p. 76, ch. 41.
Vernon's Ann. Civ. St. art. 1436c, § 7(B).

This is only a part of the entire act. The complete act is available for review.

**CONSIDER APPROVAL OF METERS, INSPECTIONS AND DEPOSITS
FOR BENTLEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the meters, inspections and security deposit to Fort Bend County MUD No. 142 for Bentley Elementary School and approve the payment in the amount of \$73,905.

IMPACT/RATIONAL:

The District must contract directly with the Fort Bend County MUD No. 142 for water and sewer service. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Fort Bend County MUD No. 142 is the Municipal Utility District provider for water and sewer services for Bentley Elementary School. The \$314,644.93 tax exempt tap (impact) fees were approved by the Board in July 2016 to provide the utility infrastructure costs. The meters, inspections and security deposit finalize the work for water and sewer service.

Upon approval, a check will be issued for the payment of the final tap fees.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

17495 Village Green Drive
Houston, Texas 77040
832-467-1599
Fax 832-467-1610

February 5, 2016

Taysir Yassien – PBK
11 Greenway Plaza # 2210
Houston, Texas 77046

Email: taysir.yassien@PBK.com

Re: Water Service for Lamar Consolidated ISD Elementary School

Dear Mr. Yassien:

We received the plans for the above referenced project approved by the District’s Engineer. Based on the plans, we are providing you with costs associated with the water tap and meter installations to include all material, equipment and labor to install; (a) one (1) 4 inch domestic TS&V Furnish and install DMC-4 vault, (b) one (1) 2 inch irrigation tap and meter, (c) one (1) 8 inch TS&V with 8 inch meter vault, (d) one (1) 4 inch domestic RPBP-4 assembly, and (e) one (1) PVB assembly for irrigation use. Below are the fees of service for the tap and meter installations:

• One (1) 4 inch domestic TS&V. Furnish and install DMC-4 vault.	\$ 23,000.00
• One (1) 2 inch irrigation tap and meter.	\$ 3,600.00
• One (1) 8 inch TS&V and 8 inch detector check fire line meter.	\$ 25,500.00
• One (1) 4 inch domestic RPBP-4 assembly.	\$ 13,000.00
• One (1) PVB assembly for irrigation use.	\$ 4,000.00
Tap Fee Subtotal	\$ 69,100.00

The following tax exempt fees are required by the District and are related to a “Nontaxable Entity”. 69”Nontaxable Entity” shall mean the owner of any property, other than Park and Recreational property, within the District that is exempt from the payment of ad valorem taxes levied by the District

• Fort Bend County MUD No. 142, Tax Exempt Tap Fee Calculation	\$ 314,644.93
District Tax Exempt Tap Fee Subtotal	\$ 314,644.93

The following are fees associated with providing the minimum inspections required by the District’s Rate Order. If additional inspections are requested or required, they will be billed at the rates described in the District’s Rate Order.

• Pre-Construction Inspection	\$ 90.00
• Sanitary Sewer Inspection	\$ 300.00
• Customer Service Inspection	\$ 450.00
• Final Inspection	\$ 90.00
• Grease Trap Inspection	\$ 75.00
• Plan Review	\$ 200.00
Inspections Subtotal	\$ 1,205.00

The District requires an application fee and security deposit for each of the metered accounts.

• Application Fee	\$ 75.00
• Builder Deposit (Refundable)	\$ 2,000.00

• Customer Security Deposit – Domestic	\$ 1,375.00
• Customer Security Deposit – Irrigation	\$ 100.00
• Customer Security Deposit - Fire	\$ 50.00
Application and Security Deposit Fee Subtotal	\$ 3,600.00

Total Fees of Service

Meters, Inspections & Deposits \$73,905

Please make payment to Fort Bend County M.U.D. No. 142 for the total amount listed above. Payment should be sent to the address above with the following completed documents: (1) Application for Water and Sewer Service and (2) Customer Service Agreement. These fees are subject to change if payment is not received within 60 days from the date of this letter.

The District's Rate Order requires certain inspections be performed prior to providing permanent water and sewer service. The inspections include; a (1) Pre-Construction Inspection to verify the condition of District owned facilities in the vicinity of the site, a (2) Sanitary Sewer Inspection(s) to include the inspection of the sanitary sewer piping and all appurtenances and fittings from the building foundation to the point of connection into the District's sewer system, a (3) Customer Service Inspection to include the inspection of all plumbing fixtures to determine cross connection control is adequate, and a (4) Final Inspection to confirm the condition of District owned facilities following completion of construction. (5) The customer is responsible for the installation and testing of the backflow prevention assembly. Testing of the device must be performed by a certified assembly tester and a signed and dated original copy of the Backflow Prevention Assembly Test and Maintenance Report must be submitted to the District's Operator within 7 days of installation. Any additional inspections will be billed to the account.

The above fees do not include any repairs to concrete, landscape or other improvements damaged during the tap installation. If these repairs are required it will be at the sole cost of the applicant. Additionally, the above fees do not include any fees associated with permits, bonds, or the engineered plans required by the County for work to be performed in the County Right of Way to get water and/or waste water service to this project. Any and all of the associated fees and/or plans will be the responsibility of the applicant.

In accordance with the District's Rate Order, the installation of the water and/or sewer taps and the inspections required by the District cannot be performed until the tap and inspection fees have been paid, all conditions of the capacity commitment letter have been met, the construction plans for the property have been approved by the District's Engineer and the following documents requested by the District's Operator have been received.

1. Completed Application for Water and Sewer Service.
2. Completed Customer Service Agreements.

Please feel free to contact me at the number above should there be any questions regarding this matter.

Sincerely,

Bart Downum
 Environmental Development Partners, L.L.C.
 Operator for the District

Mike Ammel, President, Environmental Development Partners, L.L.C.

**CONSIDER APPROVAL OF SCHEMATIC DESIGN FOR
CARTER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the schematic design for Don Carter Elementary School, as presented by VLK Architects.

IMPACT/RATIONAL:

On November 4, 2014, Lamar CISD passed a bond referendum that included the construction of Elementary #26.

PROGRAM DESCRIPTION:

A Building Committee was selected to include District administrators, principals, teachers, parents and students to prioritize goals for the new school design. Two design charrettes were held with the building committee in May 2016 to develop a concept design that has been further developed into the schematic design. The programming and design concept was presented at the June 2016 Board meeting and the design has continued to evolve to the current schematic design.

The site for Carter Elementary School has been recently identified and will require further investigation to refine the final configuration.

VLK Architects will be presenting the schematic design for Carter Elementary School. Upon approval, the design development phase will begin.

The schematic design booklets will be provided under separate cover.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE
SUPPORT SERVICES FACILITY**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the Support Services Facility in the amount of \$12,100 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond budget.

PROGRAM DESCRIPTION:

The Support Services Facility will be constructed in two locations. The new Maintenance & Operations facility will be constructed as a new facility on Lane Drive, north of Wessendorff Middle School, and the existing facility on Avenue I will be renovated to house Purchasing/Warehouse, Food Service and Graphic Arts and will include a new loading dock to be constructed between the current Support Services buildings.

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Support Services Facility.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

August 31, 2016



Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever
Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Maintenance and Operations and Support Services Improvements
Rosenberg, Texas
Terracon Document No. P92165501

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

1.0 PROJECT INFORMATION

Item	Description
Site locations	<ul style="list-style-type: none"><li data-bbox="691 1199 1390 1335">■ Maintenance and Operations Building Improvements: The project site, approximately 20.8 acres in size, is located about 600 feet north of the intersection of Lane Drive and Mustang Avenue in Richmond, Texas.<li data-bbox="691 1352 1390 1486">■ Support Services Building Additions: The project site is within the existing Lamar Consolidated High School campus located at 4606 Mustang Avenue in Rosenberg, Texas.
Existing conditions	<ul style="list-style-type: none"><li data-bbox="691 1503 1390 1671">■ Maintenance and Operations Building Improvements: Based on available aerial photographs, the eastern portion of the project site is heavily wooded, and the western portion of the site is covered with grass with scattered trees.<li data-bbox="691 1688 1390 1862">■ Support Services Building Additions: Based on available aerial photographs, the site is occupied by the existing support services buildings, truck dock area, and existing bus canopies, parking lots, and associated pavements.



Item	Description
<i>Continued from page 1.</i>	
Proposed improvements	<ul style="list-style-type: none"> ■ Maintenance and Operations Building Improvements: <ul style="list-style-type: none"> ■ A single-story maintenance and operations building with a footprint area of about 36,100 square feet. ■ A detention pond, about 0.75 acres in size, with a maximum depth of 5 feet and sideslope declinations no steeper than 3(Horizontal):1(Vertical), located in the eastern portion of the site. ■ Adjacent surface pavements. ■ Support Services Building Additions: <ul style="list-style-type: none"> ■ A single-story building addition, about 4,100 square feet in size, located between two existing buildings. A recessed truck dock is planned along the northern side of the proposed building addition.
Building construction (assumed)	Steel-frame or masonry-block construction.
Building foundation system (assumed)	Drilled-and-underreamed footings.
Finished floor elevation (assumed)	<ul style="list-style-type: none"> ■ Maintenance and Operations Building Improvements: Within approximately one to two feet above existing grade. ■ Support Services Building Additions: Within approximately one to two feet above existing grade and match the finished floor elevation of the existing buildings.
Maximum structural loads (assumed)	<ul style="list-style-type: none"> ■ Column loads: 100 to 150 kips. ■ Floor slab pressure: 125 pounds per square foot (psf).

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is presented in the following paragraphs.

Cost Estimate for Geotechnical Engineering Services

LCISD Maintenance and Operations and Support Services Improvements ■ Rosenberg, Texas

August 31, 2016 ■ Terracon Document No. P92165501

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Field Program. As requested, the field program for this project is planned to consist of the following:

Location		Proposed Improvements	Number of Borings and Depths
Maintenance and Operations (M&O) Building Improvements	Phase I	Single-story building	1 boring to 20 feet
		Adjacent surface pavements	1 boring to 5 feet
	Phase II	Single-story building	3 borings to 20 feet
		Detention pond	1 boring to 15 feet
		Adjacent surface pavements	2 borings to 5 feet
Support Services Building Additions		Single-story building addition	2 borings to 20 feet
		Total Drilling Footage	150 feet

Based on our conversations with the client, we understand that the field program for the M&O Building Improvements scope is planned to be broken into two phases. The first phase is planned in the vacant area of the site. The second phase will be performed once the eastern portion of the site is cleared of trees. If requested, Terracon can clear pathways to the boring locations at the time of our field program. An additional cost associated with having Terracon clear pathways to the borings locations is provided in the “**3.0 COMPENSATION**” section of this cost estimate.

The borings will be located in the field by measuring from the site boundaries and on-site features shown on the drawing provided to us. The layout of the borings will be approximate. The boring depths will be measured from existing grade.

Based on the information provided to us and available aerial photographs, we understand that portions of the M&O site are heavily wooded. Therefore, this portion of the site is likely inaccessible to drilling equipment and Terracon may be requested to clear pathways to access the proposed boring locations. We assume that there are no conflicts with regard to clearing of pathways. If there are any restricted areas, trees, facilities, etc. on-site that are sensitive to clearing, Terracon should be notified in advance so that we can avoid these areas during our clearing activities. The additional cost associated with having Terracon coordinate and clear pathways on-site are provided in the “**3.0 COMPENSATION**” section of this proposal.

The drilling services for this project will be performed by a drilling subcontractor or Terracon’s in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of drilling.

Once pathways have been cleared, this proposal assumes that the site can be accessed with all-terrain vehicle mounted drilling equipment, during normal business hours and does not include

Cost Estimate for Geotechnical Engineering Services

LCISD Maintenance and Operations and Support Services Improvements ■ Rosenberg, Texas

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services associated with surveying of boring locations, location of underground utilities, or the use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas 811, a free utility locating service, to help locate public utilities within dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional Geotechnical Engineer licensed in the State of Texas. Based on the results of our evaluation, two engineering reports will be prepared which detail the results of the testing performed and provides Boring Logs and a Boring Location Plan.

The M&O report will provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation;
- Foundation design and construction;
- Detention pond construction considerations; and
- Pavement design guidelines.

The Support Services Building Additions report will provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation;
- Foundation design and construction; and
- Lateral earth pressures for recessed truck dock walls.

Schedule. We can initiate our field program within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final reports within about three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of services outlined in this document, we estimate the following costs. The cost of our services will not exceed these figures without approval of the client.

Services	Cost
M&O Phase I (Western portion of new maintenance and operations building site)	\$2,100
M&O Phase II (Eastern portion of new maintenance and operations building site)	\$3,400
M&O Phase II - Clearing of Pathways (The tree debris would only be moved away from the cleared pathways and not removed from the site)	\$3,000 to 4,000
Support Services Building Additions (Field and laboratory testing, engineering analyses, and reporting)	\$2,600
Total Project Estimate	\$11,100 to 12,100

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$125 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical study and will not be incurred without prior approval of the client.

4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

Cost Estimate for Geotechnical Engineering Services

LCISD Maintenance and Operations and Support Services Improvements ■ Rosenberg, Texas

August 31, 2016 ■ Terracon Document No. P92165501

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Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this document, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this letter, please feel free to contact us.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No. F-3272)

for: 
Rebecca L. Cummins, E.I.T.
Staff Geotechnical Engineer


Andrew J. Muras, P.E.
Project Engineer


Patrick M. Beecher, P.E.
Geotechnical Services Manager

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Maintenance and Operations and Support Services Improvements project ("Project"), as described in the Project Information section of Consultant's Proposal dated 8/31/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant may, at its discretion, issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant or others to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By: *Andrew J Muras* Date: **8/31/2016**
 Name/Title: **Andrew J Muras / Project Engineer**
 Address: **11555 Clay Rd Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated ISD**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Reference Number: P92165501

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND
INSPECTION FOR THE TERRY HIGH SCHOOL
BASEBALL COMPLEX RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and Inspection for the Terry High School Baseball complex renovations in the amount of \$1,350 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Texas Accessibility Standards review and inspection is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond budget.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required in order to verify the plans comply with Texas Accessibility Standards.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
PAGER 281-278-1833
TOLL FREE 1-866-922-7260
E-MAIL bill@winningway.net

PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE

August 25, 2016

Lamar Consolidated Independent School District
3911 Ave I
Rosenberg, Texas 77471

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
BF Terry High School Baseball – Softball Complex
5500 Ave N
Rosenberg, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD
Terry HS Baseball - Softball Complex
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* – and their representative, *PBK Architects* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
BF Terry HS Baseball-Softball Complex

TAS – Plan Review	\$600.00
TAS – Site Inspection	\$575.00
TDLR Fee	\$175.00
Total	\$1,350.00

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney’s fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant’s consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the

project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

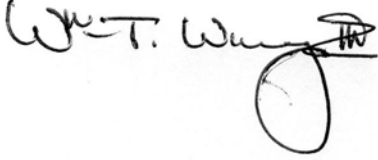
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Proposal - Lamar Consolidated ISD
BF Terry HS Baseball – Softball Complex
August 25, 2016
Page 4 of 4

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

CC:

**CONSIDER APPROVAL OF MATERIALS TESTING
FOR HUGGINS ELEMENTARY SCHOOL DRIVEWAY IMPROVEMENTS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for Huggins Elementary School driveway improvements in the amount of \$14,262 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

Materials testing is a professional service that the District must contract directly. The Huggins Elementary School driveway improvements will be funded from surplus funds from the 2011 Bond Program.

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the Huggins Elementary School driveway improvements.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



September 6, 2016

Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever
Administrator of Operations

Subject: Proposal for Construction Materials Testing Services
Huggins Elementary School – New Parent Drive
1 Huggins Drive, Fulshear, Texas 77441
Terracon Proposal P9161396

Dear Mr. Walker-Rice:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. Terracon understands that we have been selected for this project based solely on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located at 1 Huggins Drive in Fulshear, Texas. The project involves the construction of a new parent drive and building canopy. The canopy foundation will consist of drilled and underreamed piers. Pavements will consist of reinforced concrete supported on chemically treated subgrade. The pavement approach at the Fulshear-Katy Road entrance will consist of asphalt surface and base players.

Terracon was provided with the following construction documents for preparation of this proposal:

- Architectural, civil and structural plans issued for proposal dated July 12, 2016
- Terracon geotechnical report 92165249 dated July 1, 2016

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.



Proposal for Construction Materials Testing Services

Huggins Elementary School – New Parent Drive ■ 1 Huggins Drive

September 6, 2016 ■ Terracon Proposal P92161396



B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:

Earthwork:

1. Sample trench backfill and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558).
2. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
3. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
4. Observe the chemical treatment process for the pavement subgrade.
5. Perform field gradation tests of treated subgrade.
6. Measure the depth of treated subgrade using phenolphthalein.
7. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the trench backfill and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the quantity and size of the steel will be recorded.

Proposal for Construction Materials Testing Services

Huggins Elementary School – New Parent Drive ■ 1 Huggins Drive

September 6, 2016 ■ Terracon Proposal P92161396



4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 150 cubic yards for pavements, sidewalks and curbs. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**

Structural Steel Bolted Connections:

1. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.

Proposal for Construction Materials Testing Services

Huggins Elementary School – New Parent Drive ■ 1 Huggins Drive

September 6, 2016 ■ Terracon Proposal P92161396



Asphalt Pavement:

1. Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and density. A total of two asphalt samples will be obtained.
2. Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.
3. Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.
4. Obtain cores from the pavements and perform thickness measurements and bulk density.

Project Management/ Administration:

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final test reports.

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

Special Inspections Letter:

Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if the results and/ or observations were in compliance with the project documents. A copy of our test reports will be available with the special inspection letter if requested.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Proposal for Construction Materials Testing Services

Huggins Elementary School – New Parent Drive ■ 1 Huggins Drive

September 6, 2016 ■ Terracon Proposal P92161396



C) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$14,262**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

For services provided on an "**as requested**" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually

Proposal for Construction Materials Testing Services

Huggins Elementary School – New Parent Drive ■ 1 Huggins Drive

September 6, 2016 ■ Terracon Proposal P92161396



performed and/or as authorized by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice.

E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

This proposal may be accepted by executing the attached Supplement To Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

Proposal for Construction Materials Testing Services

Huggins Elementary School – New Parent Drive ■ 1 Huggins Drive
September 6, 2016 ■ Terracon Proposal P92161396



We appreciate this opportunity to provide this proposal for you.

Sincerely,
Terracon Consultants, Inc.
(TBPE Firm Registration No. F-3272)

A handwritten signature in blue ink, appearing to read "Alfonzo Hernandez", is positioned above the printed name.

Alfonzo Hernandez, P.E.
Materials Services Manager

Attachments:

- (1) Cost Estimate
- (2) Supplement To Agreement For Services



COST ESTIMATE

Huggins Elementary School - New Parent Drive
 1 Huggins Drive, Fulshear, Texas 77441
 Terracon Proposal P92161396

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
EARTHWORK				
Estimate 1 trip at 4 hours to obtain trench backfill sample				
Estimate 1 trip at 4 hours each to test compaction of backfill for on-site utilities				
Estimate 2 trips at 4 hours each to observe application of subgrade treatment				
Estimate 2 trips at 4 hours each to test subgrade for gradation				
Estimate 2 day at 4 hours each to test compaction of treated				
Field Representative, Regular Hours	32	hours	\$ 46.00	\$ 1,472.00
Field Representative, Over Time Hours	0	hours	\$ 69.00	\$ -
Nuclear Density Gauge	3	trip	\$ 60.00	\$ 180.00
Moisture Density Relationship	2	each	\$ 165.00	\$ 330.00
Atterberg Limits	1	each	\$ 65.00	\$ 65.00
Cement Stabilized Sand	4	each	\$ 60.00	\$ 240.00
Vehicle Charge	8	trip	\$ 60.00	\$ 480.00
Subtotal, Earthwork				\$ 2,767.00
FOUNDATIONS				
Estimate 1 trip at 8 hours each to observe piers and test concrete				
Estimate 2 trips at 4 hours to observe reinforcing steel and test concrete for grade transition wall and pier caps				
Estimate 3 trips at 3 hours each to pick up sample and return to laboratory				
Senior Field Representative, Regular Hours	25	hours	\$ 60.00	\$ 1,500.00
Senior Field Representative, Over Time Hours	0	hours	\$ 90.00	\$ -
Concrete Compressive Strength	15	each	\$ 16.00	\$ 240.00
Vehicle Charge	6	each	\$ 60.00	\$ 360.00
Subtotal, Foundations				\$ 2,100.00
CAST-IN-PLACE CONCRETE				
Estimate 5 trips at 4 hours each to observe reinforcing steel for pavements				
Estimate 3 trips at 4 hours each to test concrete for pavements				
Estimate 4 trips at 4 hours each to observe reinforcing steel and test concrete for sidewalks and curbs				
Estimate 7 trips at 3 hours each to pick up sample and return to laboratory				
Field Representative, Regular Hours	63	hours	\$ 46.00	\$ 2,898.00
Field Representative, Over Time Hours	6	hours	\$ 69.00	\$ 414.00
Concrete Compressive Strength	50	each	\$ 16.00	\$ 800.00
Vehicle Charge	19	each	\$ 60.00	\$ 1,140.00
Subtotal, Cast-in-Place Concrete				\$ 5,252.00
STRUCTURAL STEEL				
Estimate 1 trip at 4 hours each to observe canopy steel framing and connections in the field				
Certified Welding Inspector, Regular Hours	4	hours	\$ 90.00	\$ 360.00
Vehicle Charge	1	each	\$ 60.00	\$ 60.00
Subtotal, Structural Steel				\$ 420.00



COST ESTIMATE

Huggins Elementary School - New Parent Drive
1 Huggins Drive, Fulshear, Texas 77441
Terracon Proposal P92161396

ASPHALT				
Estimate 2 trips at 4 hours each to observe and test relative density of asphalt base and surface layers				
Field Representative, Regular Hours	8	hours	\$ 46.00	\$ 368.00
Asphalt Lab Series	2	each	\$ 550.00	\$ 1,100.00
Asphalt Cores	2	each	\$ 100.00	\$ 200.00
HMAC Mix Design Review Prepared by Others	1	each	\$ 250.00	\$ 250.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Subtotal, Asphalt				\$ 2,038.00
PROJECT MANAGEMENT				
Project Manager & Administration	13	hours	\$ 125.00	\$ 1,625.00
Vehicle Charge	1	each	\$ 60.00	\$ 60.00
Subtotal, Project Management & Administration				\$ 1,685.00
ESTIMATED COST				\$ 14,262.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Huggins Elementary School - New Parent Drive project ("Project"), as described in the Project Information section of Consultant's Proposal dated 09/06/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant may, at its discretion, issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant or others to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **9/6/2016**

Name/Title: **Alfonzo Hernandez, P.E. / Construction Services Manager**

Address: **11555 Clay Rd Ste 100 Houston, TX 77043-1239**

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Email: **Al.Hernandez@terracon.com**

Client: **Lamar Consolidated Independent School District**

By: _____ Date: _____

Name/Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Reference Number: P92161396

**CONSIDER APPROVAL OF EMA MASTER AGREEMENTS FOR
VARIOUS ENGINEERING PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve the master agreement for Estes, McClure & Associates for various engineering services and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the HVAC web-based control upgrades.

The Board of Trustees approved the ranking of Estes, McClure & Associates at their April 2016 meeting to include HVAC web-based controls and other bond projects. Other bond projects allows the award of additional projects that may arise.

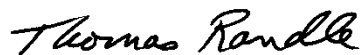
This master agreement sets terms, conditions and a fee schedule for engineering projects that may be assigned to the firm. Specific projects will be awarded by a service order following board approval and minimizes the lengthy agreements for specific engineering projects.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the master agreement.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA[®]

Document B121™ – 2014

Standard Form of Master Agreement Between Owner and Architect for services provided under multiple Service Orders

AGREEMENT made as of the 5th day of July in the year 2016
(In words, indicate day, month and year.)

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

Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471
Telephone: (832) 223-0000
Fax: (832) 223-0111

and the Architect (meaning the Engineer identified below, who shall be hereinafter be referred to as "Architect" only for purposes of this Agreement):
(Name, legal status, address, and other information)

Estes McClure & Associates, Inc.
3608 West Way
Tyler, TX 75703
Telephone: (903) 581-2677
Fax: (903) 581-2721

for the following:
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Estes, McClure & Associates, Inc. will provide Mechanical, Electrical and Plumbing engineering services for various projects as assigned. This Master Agreement will be attached to individual Service Orders for specific scope and fees.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2014, Service Order for use with Master Agreement Between Owner and Architect

TABLE OF ARTICLES

- 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SERVICE ORDERS
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COPYRIGHTS AND LICENSES
- 7 CLAIMS AND DISPUTES
- 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
- 9 COMPENSATION
- 10 MISCELLANEOUS PROVISIONS
- 11 SPECIAL TERMS AND CONDITIONS
- 12 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. An agreed upon Service Order together with this Master Agreement forms a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification signed by both parties.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Agreements under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Vanir-Rice & Gardner A Joint Venture
4907 Avenue I
Rosenberg, TX 77471
Telephone: (832) 223-0496

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Gary Bristow, P.E.
Josh Gentry, P.E.

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect may refuse to agree to any Service Order issued by the Owner.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 2.3 The Architect shall not engage in any activity or course of conduct that is detrimental to the Owner's best interests.

§ 2.4 The Architect shall maintain the following insurance for the duration of this Master Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.4.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and Two Million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.4.1 and 2.4.2.

§ 2.4.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million (\$ 1,000,000.00).

§ 2.4.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million (\$ 2,000,000.00) per claim and Two Million (\$ 2,000,000.00) in the aggregate.

§ 2.4.6 Insurance exceeding the requirements set forth in this section 2.4, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 2.4.7 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

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§ 2.4.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.4. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.5 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.7 The Architect shall bear any remedial costs to correct or replace Work not designed in compliance with current federal, state or local laws at the time the Project is designed and permitted.

ARTICLE 3 SERVICE ORDERS

The Architect's services shall be set forth in Service Orders, consisting of AIA Document B221™–2014, Service Order, or such other document as the Owner and Architect may mutually agree upon.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided after execution of a Service Agreement without invalidating the Service Agreement. No charges for Additional Services will be incurred by the Architect without the prior written approval of the Owner.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, a change in previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals; or
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 5.2 Unless otherwise permitted under this Master Agreement, the Owner shall provide information as requested, if available, in a timely manner regarding its requirements, objectives, scheduling and limitations for the Service Order.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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User Notes:

(1332569441)

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 Unless otherwise provided in this Master Agreement, the Owner may furnish legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 6.2 The reproducible sepia mylars, specifications in Microsoft Word, AutoCAD (hard copy and CD computer disks) using current latest version, observation reports and other construction documents of any kind shall be the property of Owner, upon their completion. The Owner releases the Architect and the Architect's consultants from all liability if any such documents are repeated or modified without the Architect's knowledge. The Owner may not use the documents for construction on any other Service Order or Service Agreement without the written consent of the Architect, which shall not be unreasonably withheld. The Architect shall furnish the Owner a complete set of reproducible documents at the Architect's reproduction and delivery cost.

§ 6.3 Upon execution of each Service Order, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service, which can be used by the Owner for purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Service Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement.

§ 6.3.1 Except for the licenses granted in Section 6.3, no other license or right shall be deemed granted or implied under this Master Agreement. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 7.3. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use or misuse of the Instruments of Service by the Owner shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to any Service Agreement, in accordance with the requirements

of the method of binding dispute resolution selected in this Master Agreement, within the period specified by applicable law.

(Paragraphs deleted)

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement may, only upon mutual agreement by both parties, be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 7.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by informal negotiation or mediation, if agreed to by the parties.

§ 7.2.3 Mediation costs shall be shared equally by both parties. Nothing in this Master Agreement shall be construed as requiring mandatory mediation of claims, disputes, or other matters between the parties.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 7.3 of this Master Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to the notice of termination.

(Paragraph deleted)

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Service Orders referenced in section 1.2 will be used for individual projects based upon the fee schedule:

Fee Schedule:

(Row deleted)

Construction Costs	Percentage of Fee
\$0 to \$100,000	7.50% of Final Construction Cost
\$100,001 to \$250,000	7.00% of Final Construction Cost
\$250,001 to \$500,000	6.50% of Final Construction Cost
Over \$500,000	6.00% of Final Construction Cost

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Based on the rates set forth in §9.2 above or the actual cost or expense.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Out-of-town transportation and subsistence, when approved in advance by the Owner in writing;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;

(Paragraph deleted)

- .3 Reproductions, plots, standard form documents, and courier expenses;
- .4 Expense of overtime Work requiring higher than regular rates, if authorized in advance by the Owner in writing, except when necessitated by error or omission of the Architect;
- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .6 Site office expenses; and
- .7 Other similar Project-related expenses, if approved in advance by the Owner in writing.

§ 9.4.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants, subject to the limitations of 9.4.1, times a factor of 1.0 for the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

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(Paragraphs deleted)

§ 9.6 Payments to the Architect

§ 9.6.1 Unless otherwise agreed, payments for undisputed amounts due and payable thirty (30) days from the date of the Architect's invoice. Payments for services shall be made monthly in proportion to services performed.

Undisputed amounts unpaid thirty-one (31) days after the invoice date shall bear

(Paragraphs deleted)

6% interest.

§ 9.6.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.6.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Master Agreement shall be governed by the laws of the State of Texas. Venue for any legal proceedings related to this Agreement lies solely in the county in which the Project is located.

§ 10.2 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of the Service Agreement, unless previously agreed to by both parties or where required by law.

§ 10.5 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The terms and conditions included in this Master Agreement shall be applicable to each Service Agreement created pursuant to this Master Agreement. In the event of a conflict between the terms and conditions of this Master

Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.

§ 10.10 The Architect shall comply with the provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by the Architect shall be supplied by the Owner, and must be supplemented by the Architect as requested by the Owner.

§ 10.11 The prevailing party in any dispute adjudicated under this Agreement shall be entitled to receive its reasonable and necessary attorney's fees and expenses from the non-prevailing party.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents listed below:

- .1 AIA Document B121™-2014, Standard Form of Master Agreement between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Master Agreement.)

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

OWNER *(Signature)*

James Steenberg,
Board President

(Printed name and title)

ARCHITECT *(Signature)*

Gary Bristow, PE
Estes, McClure & Associates, Inc.

(Printed name and title)



Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 5th day of July in the year 2016 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

Lamar Consolidated Independent School District
Master Agreement
Rosenberg, TX

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or

materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	X	
Project communications	X	
Architect's pre-construction submittals	X	
Contract Documents	X	
Contractor's submittals	X	
Subcontractor's submittals	X	
Modifications	X	
Project payment documents	X	
Notices and claims	X	
Building Information Modeling	X	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant
Estes McClure & Associates, Inc.

Project Milestone
All Phases

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[X] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling
All

Responsible Project Participant
Estes McClure & Associates, Inc.

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202-2013.

Store and View

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202-2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202-2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202-2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and

- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
Estes McClure & Associates, Inc.	All Phases

§ 4.8.2 **Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements

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.9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.
(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	N/A		
§ 4.9.2 Wayfinding and Mapping	N/A		
§ 4.9.3 Asset/FF & E Management	N/A		
§ 4.9.4 Energy Management	N/A		
§ 4.9.5 Space Management	N/A		
§ 4.9.6 Maintenance Management	N/A		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

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CONSIDER APPROVAL OF HVAC CONTROLS SERVICE ORDER FOR EMA

RECOMMENDATION:

That the Board of Trustees approve the service order for Estes, McClure & Associates for design of the HVAC web-based controls in the amount of 6% of the total construction cost and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the HVAC web-based control upgrades.

The master agreement with Estes, McClure & Associates sets terms, conditions and a fee schedule for engineering design projects that may be assigned to the firm. The service order is specific to the HVAC web-based controls project.

PROGRAM DESCRIPTION:

Upon approval, The Board President will execute the service order with Estes, McClure & Associates.

Submitted By: Kevin McKeever, Administrator for Operations
 Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

SERVICE ORDER
(for use with AIA B121-2014 Master Agreement)

This is an Amendment, consisting of 1 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 5, 2016. This Amendment shall be an addition to the original contract.

Project and Fee: Lamar CISD HVAC Controls Replacement.

Owner:
Lamar Consolidated Independent School District

Engineer:
Estes, McClure, & Associates, Inc.

Project Title: 2016 HVAC Controls Replacement Projects

Estes, McClure, & Associates Inc., will provide Mechanical, Electrical, Plumbing engineering services for the following scope of work:

HVAC Controls Replacements

Replace selected HVAC Controls systems, components and related accessories for the following facilities:

- Frost Elementary School
- Pink Elementary School
- Campbell Elementary School
- Wessendorff Middle School
- Briscoe Junior High School
- Foster High School
- Foster/Briscoe Central Plant
- Foster Field House

Fee Schedule:

<u>Construction Costs</u>	<u>Percentage Fee</u>
\$0 to \$100,000	7.50% of Total Construction
\$100,001 to \$250,000	7.00% of Total Construction
\$250,001 to \$500,000	6.50% of Total Construction
Over \$500,000	6.00% of Total Construction

Construction Budget: \$900,000

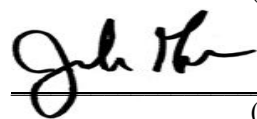
Fee Schedule: \$900,000 @ 6% = \$54,000

Estes, McClure and Associates will invoice Lamar Consolidated Independent School District on the schedule specified in the original agreement.

<u>Billing Description</u>	<u>Billing Percentage</u>	<u>Billing Amount of Approved GMP</u>
Complete Construction Documents	Seventy Five Percent (75%)	\$40,500
Complete Bidding Process	Five Percent (5%)	\$2,700
Construction Administration/ Final Closeout	Twenty Percent (20%)	\$10,800

(Owner)

(Date)



(Engineer)

August 22, 2016

(Date)

Estes, McClure and Associates Inc.
Joshua C. Gentry, P.E.

**CONSIDER APPROVAL OF CHILLER REPLACEMENT
SERVICE ORDER FOR EMA**

RECOMMENDATION:

That the Board of Trustees approve the service order for Estes, McClure & Associates for design of the replacement chillers in the amount of 6% of the total construction cost and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

The Board of Trustees authorized the replacement of chillers at six schools at their June 2016 meeting. Funding for this work is from 2011 Bond funds.

The master agreement with Estes, McClure & Associates sets terms, conditions and a fee schedule for engineering design projects that may be assigned to the firm. The service order is specific to the replacement chillers project.

PROGRAM DESCRIPTION:

Upon approval, The Board President will execute the service order with Estes, McClure & Associates.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

SERVICE ORDER
(for use with AIA B121-2014 Master Agreement)

This is an Amendment, consisting of 1 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 5, 2016. This Amendment shall be an addition to the original contract.

Project and Fee: Lamar CISD Chiller Replacements.

Owner:
Lamar Consolidated Independent School District

Engineer:
Estes, McClure, & Associates, Inc.

Project Title: 2016 Chiller Replacement Projects

Estes, McClure, & Associates Inc., will provide Mechanical, Electrical, Plumbing engineering services for the following scope of work:

Chiller Replacements

Replace selected HVAC systems, components and related accessories for the following facilities:

- Frost Elementary School
- Travis Elementary School
- Wessendorff Middle School
- Alternative Learning Center
- Seguin Early Education Center
- Huggins Elementary

Fee Schedule:

<u>Construction Costs</u>	<u>Percentage Fee</u>
\$0 to \$100,000	7.50% of Total Construction
\$100,001 to \$250,000	7.00% of Total Construction
\$250,001 to \$500,000	6.50% of Total Construction
Over \$500,000	6.00% of Total Construction

Construction Budget: \$1,000,000


Estimated Fee: \$1,000,000 @ 6% = \$60,000

Estes, McClure and Associates will invoice Lamar Consolidated Independent School District on the schedule specified in the original agreement.

<u>Billing Description</u>	<u>Billing Percentage</u>	<u>Billing Amount of Approved GMP</u>
Complete Construction Documents	Seventy Five Percent (75%)	\$45,000
Complete Bidding Process	Five Percent (5%)	\$5,000
Construction Administration/ Final Closeout	Twenty Percent (20%)	\$10,000

(Owner)

(Date)



(Engineer)

August 22, 2016

(Date)

Estes, McClure and Associates Inc.
Joshua C. Gentry, P.E.

**CONSIDER APPROVAL OF KCI MASTER AGREEMENTS FOR
VARIOUS ENGINEERING PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve the master agreement for KCI Technologies for various engineering services and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the Foster High School Water Plant upgrades.

The Board of Trustees approved the ranking of KCI Technologies at their April 2016 meeting to include the Foster High School Water Plant upgrades and other bond projects. Other bond projects allows the award of additional projects that may arise.

This master agreement sets terms, conditions and a fee schedule for engineering projects that may be assigned to the firm. Specific projects will be awarded by a service order following Board approval and minimizes the lengthy agreements for specific engineering projects.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the master agreement.

Submitted By: Kevin McKeever, Administrator for Operations
 Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



AIA[®]

Document B121™ – 2014

Standard Form of Master Agreement Between Owner and Architect for services provided under multiple Service Orders

AGREEMENT made as of the 11th day of Aug. in the year 2016
(In words, indicate day, month and year.)

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

Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471
Telephone: (832) 223-0000
Fax: (832) 223-0111

and the Architect (meaning the Engineer identified below, who shall be hereinafter be referred to as "Architect" only for purposes of this Agreement):
(Name, legal status, address, and other information)

KCI Technologies, Inc.
801 Travis Street, Suite 2000
Houston, TX 77002
Telephone: (713) 237-9800
Fax: (713) 237-9801

for the following:
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

KCI Technologies, Inc. will provide Mechanical, Electrical and Plumbing engineering services for various projects as assigned. This Master Agreement will be attached to individual Project Proposals for specific scope and fees.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2014, Service Order for use with Master Agreement Between Owner and Architect

Init.

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User Notes:

(1282167672)

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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. An agreed upon Service Order together with this Master Agreement forms a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a written Modification signed by both parties.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Agreements under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Vanir-Rice & Gardner A Joint Venture
4907 Avenue I
Rosenberg, TX 77471
Telephone: (832) 223-0496

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Stephen Redding, PE, LEED AP

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect may refuse to agree to any Service Order issued by the Owner.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 2.3 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 2.4 The Architect shall maintain the following insurance for the duration of this Master Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.4.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.4.1 and 2.4.2.

§ 2.4.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million (\$ 1,000,000).

§ 2.4.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million (\$ 2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 2.4.6 Insurance exceeding the requirements set forth in this section 2.4, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 2.4.7 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.4.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.4. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.5 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 3 SERVICE ORDERS

The Architect's services shall be set forth in Service Orders, consisting of AIA Document B221™–2014, Service Order, or such other document as the Owner and Architect may mutually agree upon.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided after execution of a Service Agreement without invalidating the Service Agreement. No charges for Additional Services will be incurred by the Architect without the prior written approval of the Owner.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, a change in previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals; or
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 5.2 Unless otherwise permitted under this Master Agreement, the Owner shall provide information as requested, if available, in a timely manner regarding its requirements, objectives, scheduling and limitations for the Service Order.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 Unless otherwise provided in this Master Agreement, the Owner may furnish legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 6.2 The record drawings (in whatever format agreed upon between Owner and Architect), observation reports and other construction documents of any kind shall be the property of Owner, upon their completion. The Owner releases the Architect and the Architect's consultants from all liability if any such documents are repeated or modified without the Architect's knowledge. The Owner may not use the documents for construction on any other Service Order or Service Agreement without the written consent of the Architect, which shall not be unreasonably withheld. The Architect shall furnish the Owner a complete set of reproducible documents at the Architect's reproduction and delivery cost.

§ 6.3 Upon execution of each Service Order, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service, which can be used by the Owner for purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Service Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The Owner releases the Architect and the Architect's consultants from all liability if any such documents are repeated or modified without the Architect's knowledge.

§ 6.3.1 Except for the licenses granted in Section 6.3, no other license or right shall be deemed granted or implied under this Master Agreement. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.3. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use or misuse of the Instruments of Service by the Owner shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to any Service Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Master Agreement, within the period specified by applicable law.

(Paragraphs deleted)

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement may, only upon mutual agreement by both parties, be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 7.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by informal negotiation or mediation, if agreed to by the parties.

§ 7.2.3 Mediation costs shall be shared equally by both parties. Nothing in this Master Agreement shall be construed as requiring mandatory mediation of claims, disputes, or other matters between the parties.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 7.3 of this Master Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed and reimbursable expenses incurred prior to the notice of termination.

(Paragraph deleted)

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Service Orders referenced in section 1.2 will be used for individual projects based upon the fee schedule:

Fee Schedule:	
<i>(Row deleted)</i>	
Construction Costs	Percentage of Fee
\$0 to \$100,000	7.50% of Final Construction Cost
\$100,001 to \$250,000	7.00% of Final Construction Cost
\$250,001 to \$500,000	6.50% of Final Construction Cost
Over \$500,000	6.00% of Final Construction Cost

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Based on the rates set forth in §9.2 above or the actual cost or expense.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect’s professional services and include expenses incurred by the Architect and the Architect’s consultants directly related to a Service Agreement, as follows:

- .1 Out-of-town transportation and subsistence, when approved in advance by the Owner in writing;
 - .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- (Paragraph deleted)*
- .3 Reproductions, plots, standard form documents, and courier expenses;
 - .4 Expense of overtime Work requiring higher than regular rates, if authorized in advance by the Owner in writing;
 - .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
 - .6 Site office expenses; and
 - .7 Other similar Project-related expenses, if approved in advance by the Owner in writing.

§ 9.4.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect’s consultants, subject to the limitations of 9.4.1, times a factor of 1.0 for the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

(Paragraphs deleted)

§ 9.6 Payments to the Architect

§ 9.6.1 Unless otherwise agreed, payments for undisputed amounts due and payable thirty (30) days from the date of the Architect’s invoice. Owner shall comply with the requirements of Texas Government Code Chapter 2251 for disputing invoices. Payments for services shall be made monthly in proportion to services performed. Undisputed amounts unpaid thirty-one (31) days after the invoice date shall bear

(Paragraphs deleted)
6% interest.

§ 9.6.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.6.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Master Agreement shall be governed by the laws of the State of Texas. Venue for any legal proceedings related to this Agreement lies solely in the county in which the Project is located.

§ 10.2 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of the Service Agreement, unless previously agreed to by both parties or where required by law.

§ 10.5 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The terms and conditions included in this Master Agreement shall be applicable to each Service Agreement created pursuant to this Master Agreement. In the event of a conflict between the terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.

§ 10.10 The Architect shall comply with the provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by the Architect shall be supplied by the Owner, and must be supplemented by the Architect as requested by the Owner.

§ 10.11 The prevailing party in any dispute adjudicated under this Agreement shall be entitled to receive its reasonable and necessary attorney's fees and expenses from the non-prevailing party.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents listed below:

- .1 AIA Document B121™–2014, Standard Form of Master Agreement between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Master Agreement.)

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

OWNER (Signature)

James Steenberg Board President
(Printed name and title)



ARCHITECT (Signature)

Stephen Redding, PE KCI Technologies, Inc.
(Printed name and title)



Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 5th day of July in the year 2016 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

Lamar Consolidated Independent School District
Master Agreement
Rosenberg, TX

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide

ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 **Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 **Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or

materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	X	
Project communications	X	
Architect's pre-construction submittals	X	
Contract Documents	X	
Contractor's submittals	X	
Subcontractor's submittals	X	
Modifications	X	
Project payment documents	X	
Notices and claims	X	
Building Information Modeling	X	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant
KCI Technologies, Inc.

Project Milestone
All Phases

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling
All

Responsible Project Participant
KCI Technologies, Inc.

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

Store and View

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and

- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
KCI Technologies, Inc.	All Phases

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements

.9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 **Ongoing Responsibilities.** The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 **Model Archives.** The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 **Post-Construction Model.** The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.
(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	N/A		
§ 4.9.2 Wayfinding and Mapping	N/A		
§ 4.9.3 Asset/FF & E Management	N/A		
§ 4.9.4 Energy Management	N/A		
§ 4.9.5 Space Management	N/A		
§ 4.9.6 Maintenance Management	N/A		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

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User Notes:

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User Notes:

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Additions and Deletions Report for AIA® Document E203™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:24:43 on 08/04/2016.

PAGE 1

This Exhibit dated the 5th day of July in the year 2016 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

Lamar Consolidated Independent School District
Master Agreement
Rosenberg, TX

PAGE 3

Project Agreements and Modifications	<u>X</u>	
Project communications	<u>X</u>	
Architect's pre-construction submittals	<u>X</u>	
Contract Documents	<u>X</u>	
Contractor's submittals	<u>X</u>	
Subcontractor's submittals	<u>X</u>	
Modifications	<u>X</u>	
Project payment documents	<u>X</u>	
Notices and claims	<u>X</u>	
Building Information Modeling	<u>X</u>	

PAGE 4

[X] The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

KCI Technologies, Inc. All Phases

...

[X] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

...

All KCI Technologies, Inc.

...

Store and View

PAGE 6

KCI Technologies, Inc.

All Phases

PAGE 7

§ 4.9.1	Remodeling	<u>N/A</u>		
§ 4.9.2	Wayfinding and Mapping	<u>N/A</u>		
§ 4.9.3	Asset/FF & E Management	<u>N/A</u>		
§ 4.9.4	Energy Management	<u>N/A</u>		
§ 4.9.5	Space Management	<u>N/A</u>		
§ 4.9.6	Maintenance Management	<u>N/A</u>		

**DISCUSSION AND POSSIBLE ACTION OF CSP #37-2016ML FOR
THE DISTRICT-WIDE FENCE IMPROVEMENTS**

PROGRAM DESCRIPTION:

Competitive Sealed Proposal #37-2016ML solicited proposals for the construction of the districtwide fence improvements. The fence improvements will be funded from surplus funds from the 2011 Bond Program.

Six proposals were received on August 31, 2016. After evaluation of the weighted contractor criteria, the highest ranked firm is The Anchor Group, Inc. in the amount of \$419,042.

Submitted By: Kevin McKeever, Administrator for Operations
Michele Leach, Purchasing & Materials Manager

Vendor	Purchase Price	Purchase Price 25 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 15 Points Max	Quality of Vendor's response in proposal 10 Points Max	Vendor's past relationship with the District 5 Points Max	Vendor's safety record 5 Points Max	Vendor's proposed personnel - certifications, qualifications and experience. 10 Points	Ability to service our accounts with proper staff and insurance requirements 15 Points Max	Total Score	Firm's Ranking Order
National Fence Co.	\$ 477,169.00	21.95	15.00	9.25	7.50	1.00	2.00	7.25	15.00	79	4 Tie
Yellowstone Landscape	\$ 531,924.88	19.69	15.00	8.50	6.25	1.00	2.00	7.50	15.00	75	5
The Anchor Group, Inc	\$ 419,042.00	25.00	15.00	9.25	5.75	1.00	5.00	7.50	15.00	84	1
Stallion Fence Co LLC	\$ 525,000.00	19.95	15.00	9.50	6.50	4.00	1.00	7.75	15.00	79	4 Tie
McDowell Fence & Electric, LLC	\$ 431,550.00	24.28	15.00	8.75	6.75	1.00	2.00	7.50	15.00	80	3
Bass Construction	\$ 617,500.00	16.97	15.00	10.75	9.00	4.00	3.00	9.00	15.00	83	2

**CONSIDER APPROVAL OF DECLARATION OF MAINTENANCE COVENANT AND
EASEMENT FOR STORM WATER DETENTION FACILITIES FOR THE
AGRICULTURAL FACILITY #2**

RECCOMENDATION:

That the Board of Trustee approve the declaration of maintenance covenant and easement for storm water detention facilities for the Agricultural Facility #2 and authorize the Board President to execute the attached agreement.

IMPACT/RATIONALE:

Fort Bend County is now requiring land owners to enter into a declaration of maintenance covenant and dedicate an easement for storm water detention facilities. These documents will be recorded with Fort Bend County.

PROGRAM DESCRIPTION:

Upon approval of this document Fort Bend County will then be able to issue a construction permit.

Submitted By: Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

DECLARATION OF MAINTENANCE COVENANT AND EASEMENT FOR STORM WATER DETENTION FACILITIES

This Declaration of Maintenance Covenant and Easement for Storm Water Detention Facilities (“Declaration”) is executed as of September ____, 2016 by Lamar Consolidated Independent School District, through its Board of Trustees (“Declarant”).

WHEREAS, Declarant is the owner of the real property described on Exhibit A attached hereto and incorporated by reference (the “Property”); and

WHEREAS, Declarant intends to construct and thereafter maintain storm water detention facilities (the “Facilities”) on the Property, described on Exhibit A attached hereto and incorporated herein by reference (the “Easement Property”); and

WHEREAS, to ensure that the Facilities continue to function according to the design and performance standards to which they were constructed, Declarant is imposing upon the Property, as a covenant running with the land, the obligation to maintain the Facilities until such time, if ever, as the obligation to maintain the Facilities is properly terminated;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

- 1. Covenant Running with the Land.** Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.
- 2. Declarant’s Responsibility to Construct and Maintain.** Declarant shall be responsible for the construction of the Facilities. Declarant, its successors and assigns will at all times be responsible for the maintenance, repair and inspection of the Facilities. The Facilities are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities.
- 3. Location of the Facilities.** The Facilities shall be located on, over, across or under the Easement Property.
- 4. Drainage Easement.** Declarant dedicates, establishes and declares for the benefit of the Property (or any portion thereof):
 - a. The perpetual, irrevocable and non-exclusive easement, right and privilege to store storm water from any part of the Property into, over, under, across, through and upon the Facilities and Easement Property; and
 - b. The perpetual, irrevocable and non-exclusive easement, right and privilege to use and maintain the Facilities, including the right of access to and from the Facilities, over and across the Easement Property as is reasonably necessary to maintain the Facilities.
- 5. Relocation of Drainage Easement.**

- a. The Easement Property may be relocated only (i) with the prior written approval of the Fort Bend County Drainage District or its successor (the "District") and (ii) by a written agreement signed by the party responsible for maintenance of the Facilities and by the owner of the Property. The consent of tenants, mortgagees and beneficiaries and trustees under deeds of trust concerning the affected portions of the Property shall not be required for the relocation to be effective and binding. All relocations of the Easement Property shall be accompanied by a letter from a professional engineer licensed in the State of Texas stating that the relocation of the Easement Property will not cause any adverse storm water runoff on adjacent properties.
 - b. Relocation of the Easement Property is valid from the later of the time of recording in instrument of relocation in the official Records of Fort Bend County, Texas or the effective date stated in the recorded instrument of relocation.
6. **Fort Bend County Drainage District.** The District, or its designee, is authorized to access the Property and the Easement Property as necessary to conduct inspections of the Facilities to ascertain compliance with this Declaration and the District's minimum storm water management practice maintenance requirements ("District Requirements") and if necessary or desirable, to maintain the Facilities as provided under Paragraph 7 below. The District is relieved of all responsibility for the maintenance of the Facilities for the term of this Declaration. In no event shall this Declaration be construed to impose any such obligation on the District.
7. **Failure to Maintain.** If Declarant or its successors or assigns fails to maintain the Facilities as required by this Declaration after 30 days written notice thereof, the District, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the District deems necessary to maintain the Facilities at the Declarant's expense. Declarant shall reimburse the District within 10 days from receipt of written demand from the District all costs incurred by the District together with interest thereon from the date incurred by the District at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum until paid in full. Nothing in this paragraph or this Declaration shall create or impose any liability on the District, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by storm water drainage from the Property.
8. **Conflicts.** The District Requirements control over any inconsistent provisions of this Declaration. As applicable provisions of the District Requirements are amended, modified, revised, deleted or moved to different sections, this Declaration is deemed to be revised so as to conform to the provisions of the District Requirements as they may exist from time to time and are applicable to the Property or any part thereof.
9. **Successors and Assigns Bound.** Declarant hereby agrees and acknowledges that maintenance of the Facilities as set forth herein, the cost of maintenance, the District's access to the Facilities, the District's rights of ingress and egress to the Facilities and the District's right to recover all costs if Declarant fails to maintain the Facilities are a burden and restriction on the use of the Property and the provisions of this Declaration shall be binding upon the Declarant, its successors and assigns and upon any future owners of the Property. Every person who now or hereafter owns or acquires any right, title or

interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.

- 10. Negation of Partnership.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among Declarant and the District or any owners, mortgagees, occupants or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor shall it be construed to create any third party beneficiary rights in any person, except as expressly stated herein.
- 11. Enforcement.** If any person, persons, corporation or entity of any other type shall violate or attempt to violate this Declaration, it shall be lawful for the District or its successors to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. The failure at any time to enforce this Declaration by the District or its successors whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so in the future.
- 12. Entire Agreement.** This Declaration contains all the representations and the entire agreement of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements or superseded by this Declaration. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against Declarant.
- 13. Notices.** All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at its last known address or its principal place of business. Date of service of notice shall be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.
- 14. Governing Law; Performance.** This Declaration and its validity, enforcement and interpretation shall be governed by the laws of the State of Texas without regard to any conflict of laws principles and applicable federal law. This Declaration is performable only in Fort Bend County, Texas.
- 15. Amendment.** This Declaration may not be amended or abrogated in part or whole, without the express written consent of the District.
- 16. Rights of Mortgagees, Trustees or Lienholders.** No violation of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgagee, trustee or lienholder under any such mortgage or deed of trust.
- 17. Gender and Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

18. Titles. The titles of sections contained herein are included for convenience only and shall not be used to construe, interpret or limit the meaning of the term or provision contained in this Declaration.

19. Recording of Agreement. This Declaration shall be recorded in the Official Public Records of Fort Bend County, Texas and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

DECLARANT

Lamar Consolidated Independent School District

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared _____, known to me or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of Lamar Consolidated Independent School District, a Texas government entity, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of September, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 1.82 acre tract of land in the John Foster Survey, Abstract 26, Fort Bend County, Texas, being out of that certain called 20.97 acre tract recorded under County Clerk's File Number 2015117939, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations.

Commencing at a 5/8 inch iron rod with cap marked "1943-4349" found in the easterly right-of-way line of F. M. Highway 359 (80-foot wide) for the northwest corner of said called 20.97 acre tract, same being the southwest corner of the adjoining Creekside Ranch Sec 3, according to map or plat thereof recorded under County Clerk's File Number 20150090, Plat Records, Fort Bend County, Texas;

Thence North 87 degrees 28 minutes 51 seconds East (called North 87 degrees 28 minutes 51 seconds East) along the north line of said called 20.97 acre tract, same being the south line of said adjoining Creekside Ranch Sec 3, and along the south line of the adjoining Creekside ranch Sec 5, according to map or plat thereof recorded under County Clerk's File Number 20160107, Plat Records, Fort Bend County, Texas, 1,483.00 feet to a point on said line for the northwest corner and **Place of Beginning** of the herein described tract;

Thence North 87 degrees 28 minutes 51 seconds East (called North 87 degrees 28 minutes 51 seconds East) along the north line of the herein described tract and said called 20.97 acre tract, same being the south line of said adjoining Creekside Ranch Sec 5, at 263.90 feet pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the southeast corner of said adjoining Creekside Ranch Sec 5, same being the southwest corner of the adjoining residue of a called 35.540 acre tract recorded under County Clerk's File Number 2005058325, Official Public Records, Fort Bend County, Texas, and continuing for a total distance of 339.11 feet to a 5/8 inch iron rod with cap marked "1943-4349" found for the northeast corner of the herein described tract and said called 20.97 acre tract, same being the southeast corner of said adjoining residue of a called 35.540 acre tract, and being in the westerly line of an adjoining called 94.436 acre tract recorded under County Clerk's File Number 2005058326, Official Public Records, Fort Bend County, Texas;

Thence South 18 degrees 55 minutes 40 seconds West (called South 18 degrees 55 minutes 40 seconds West) along the easterly line of the herein described tract and said called 20.97 acre tract, same being the westerly line of said adjoining called 94.436 acre tract, 38.58 feet (called 38.58 feet) to a 5/8 inch iron rod with cap marked "1943-4349" found for angle point;

Thence South 19 degrees 13 minutes 59 seconds West (called South 19 degrees 13 minutes 59 seconds West) continuing along said line, 261.73 feet to a point on said line for the southeast corner of the herein described tract;

Lamar CISD Agricultural Facility
1.82 Acre Detention Pond Easement

John Foster Survey, Abstract 26

Thence South 87 degrees 28 minutes 51 seconds West establishing the south line of the herein described tract, 228.11 feet to a point for the southwest corner of the herein described tract;

Thence North 02 degrees 29 minutes 50 seconds West establishing the west line of the herein described tract, 279.00 feet to the **Place of Beginning** and containing 1.82 acres of land, more or less.

For reference and further description see Survey Plat No. 10071 prepared by the undersigned on same date.

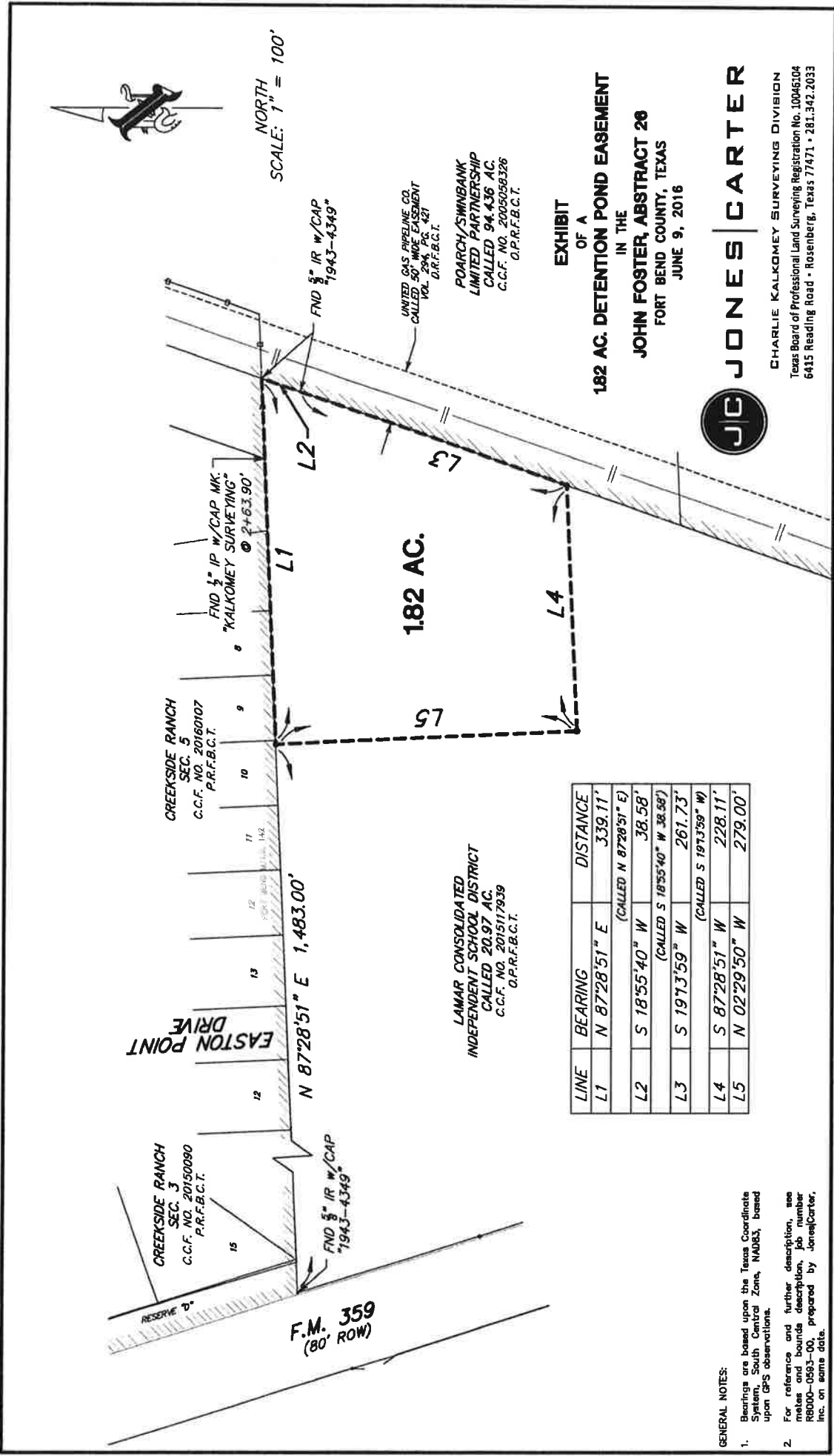
June 9, 2016

Job Number R8000-0593-00

Jones | Carter
Charlie Kalkomey Surveying Division
6415 Reading Road
Rosenberg, TX 77471-5655
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com



NORTH
SCALE: 1" = 100'

F.M. 359
(80' ROW)

EASTON POINT DRIVE

CREEK SIDE RANCH
SEC. 3
C.C.F. NO. 20150090
P.R.F.B.C.T.

CREEK SIDE RANCH
SEC. 5
C.C.F. NO. 20160107
P.R.F.B.C.T.

FND 1/2" IP W/CAP MK.
"KALKOMEY SURVEYING"
@ 2+63.90'

FND 5/8" IR W/CAP
"1943-4349"

UNITED GAS PIPELINE CO.
CALLED 50' WIDE EASEMENT
POL. 2894 AC. 421
D.P.R.F.B.C.T.

POARCH/SWIMBANK
LIMITED PARTNERSHIP
CALLED 94.436 AC.
C.C.F. NO. 2005059326
D.P.R.F.B.C.T.

1.82 AC.

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
CALLED 20.97 AC.
C.C.F. NO. 2015117939
D.P.R.F.B.C.T.

N 87°28'51" E 1,483.00'

LINE	BEARING	DISTANCE
L1	N 87°28'51" E (CALLED N 87°28'51" E)	339.11' 38.58'
L2	S 18°55'40" W (CALLED S 18°55'40" W 38.58')	38.58'
L3	S 19°13'59" W (CALLED S 19°13'59" W)	261.73'
L4	S 87°28'51" W	228.11'
L5	N 02°29'50" W	279.00'

- GENERAL NOTES:
- Bearings are based upon the Texas Coordinate System - South Central Zone, NAD83, based upon GPS observations.
 - For reference and further description, see metes and bounds description, job number RB000-0593-00, prepared by Jones|Carter, Inc. on same date.

EXHIBIT
OF A
IN THE
182 AC. DETENTION POND EASEMENT
JOHN FOSTER, ABSTRACT 20
FORT BEND COUNTY, TEXAS
JUNE 9, 2016

J|C JONES | CARTER

CHARLIE KALKOMEY SURVEYING DIVISION
Texas Board of Professional Land Surveying Registration No. 10046104
6415 Reading Road • Rosenberg, Texas 77471 • 281.342.2033

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE
AGRICULTURAL FACILITY #2 STORM WATER DETENTION FACILITY**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for a survey for the Agricultural Facility #2 storm water detention in the amount of \$600.

IMPACT/RATIONAL:

The survey will provide the meets and bounds needed for the detention easement and maintenance covenant required by Fort Bend County. Funding for this project is through the 2011 Bond Funds.

PROGRAM DESCRIPTION:

Upon approval Charlie Kalkomey Surveying Inc. will provide the required documents for the maintenance covenant and easement required by Fort Bend County.

Submitted By: Kevin McKeever, Administrator for Operations
Ed. Bailey, Gilbane Building Co.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

September 1, 2016

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Additional services on the new Agricultural Facility
John Foster Survey, Abstract 26
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District needs a single metes and bounds description with exhibit for a Detention Easement on the subject property. The Detention Easement is required by the Fort Bend County Drainage District as a condition of the approval of the development plans as prepared by Kaluza & Associates.

Scope of Services

I. Metes and Bounds with Exhibit

- A. We will calculate and prepare a metes and bounds description based on the survey work we have already performed on the subject property. We will also prepare an accompanying exhibit of the Detention Easement.
- B. The final product will be a signed and sealed metes and bounds description with exhibit.

Project Fee

The combined fee for these services is \$600.00.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Ag Facility_additional.doc
Enclosure

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed) Phone Number

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.
(SURVEYING)

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC'S services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

**CONSIDER APPROVAL OF CENTERPOINT FACILITY EXTENSION
AGREEMENT FOR THE AGRICULTURAL FACILITY #2**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy Facilities Extension Agreements for the Agricultural Facility #2 in the amount of \$2,673 and authorize the Board President to execute the agreements.

IMPACT/RATIONAL:

The Facilities Extension Agreement is the cost for CenterPoint Energy to place new poles to provide power to the Agricultural Facility #2. These funds were allocated within the 2014 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, a check will be issued to CenterPoint Energy so they can provide electrical power to the Agricultural Facility #2.

Submitted By: Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between Bryon Vorda, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 9414 FM 359

The Company agrees to accept payment of 2673.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: Installation of a TEMPORARY Transformer (10kVA)

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

Retail Customer

By _____

By _____

Gabriel Gonzalez

(name printed or typed)

(name printed or typed)

Title Service Consultant

Title _____

Date 09/02/2016

Date _____



**SERVICE OUTLET LOCATION AND DATA STATEMENT
FOR ELECTRIC SERVICE**

CUSTOMER Bryon Vorda	DAY PHONE (979) 637-0128
SERVICE ADDRESS 9414 FM 723 (TEMPORARY Part)	EVENING PHONE
MAILING ADDRESS	PAGER
ELECTRICIAN	CELL PHONE

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on, 09-01-2016 to discuss the requirements needed to provide you electric service. DATE

<ul style="list-style-type: none"> • CenterPoint Energy Construction Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO • The following steps must be complete prior to construction: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Pay any up-front contributions for non-standard service \$ <u>2673.00</u> <input type="checkbox"/> Clear trees along extension route <input type="checkbox"/> Easement charges \$ _____ <input type="checkbox"/> Easement execution 	<p>To begin the process we request that you provide the following information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Site Plan and Elevation Plan: Hard Copies <input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates <input type="checkbox"/> One Line Diagram <input type="checkbox"/> Load Analysis <input type="checkbox"/> Easements Required-Recorded Warranty Deed Required <input type="checkbox"/> Specifications on Modular Metering Enclosure.
--	--

The following steps must be completed prior to meter installation:

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Installation of meter pole or weather head (as located on sketch)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Obtain city or county permit - For contact information, call 713-207-2222 or 1-800-332-7143, or visit the website http://www.centerpointenergy.com/houston/builders
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Obtain an ESI ID# for your account - Either you the customer or your Competitive Retailer can get this number by calling 713-207-2222 or 1-800-332-7143
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Choose a Competitive Retailer - For listing, visit the website http://www.powertochoose.org or call 1-866-PWR-4-TEX(1-866-797-4839)

CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon negotiated date by CenterPoint Energy and customer. *Please be aware our ability to meet the target completion date may be affected by weather, availability of construction crews and materials, ability to secure easements, and timely completion of your requirements (see above).*

We appreciate the opportunity to do business with you and look forward to the successful completion of this project. Your signature below insures that both parties understand the requirements toward completion that will allow you electrical service. Thanks for your cooperation in this matter.

Sincerely,

Service Consultant

SERVICE CONSULTANT Gabriel Gonzalez	PHONE NUMBER (281) 341-4908
ADDRESS PO BOX 231; Rosenberg TX; 77471	
E-MAIL ADDRESS gabriel.gonzalez@centerpointenergy.com	
CUSTOMER'S SIGNATURE	
CUSTOMER'S PRINTED NAME	DATE

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will Customer have Back-up Generation?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will Customer have Motor Greater than 250 HP?
APPLICABLE FORMS		
<input type="checkbox"/>		Power Quality
<input type="checkbox"/>		Primary Meter
<input type="checkbox"/>		Motor Start
<input type="checkbox"/>		Emergency Generation
<input type="checkbox"/>		Distributed Generation
<input type="checkbox"/>		Major UG Checklist

<p align="center">GENERAL SERVICE</p> <p><input type="checkbox"/> 1Ø 3W 120/208</p> <p><input checked="" type="checkbox"/> 1Ø 3W 120/240</p> <p><input type="checkbox"/> 3Ø 4W Δ 240V</p> <p><input type="checkbox"/> 3Ø 4W Y 120/208V</p> <p><input type="checkbox"/> 3Ø 4W Y 277/480V* *10 X 26 PT can mounted on 480V Service?</p> <p><input type="checkbox"/> 3Ø 3W Δ 480V* *1-1/4" conduit connecting CT & PT can run?</p> <p><input type="checkbox"/> Primary Metering Job</p> <p><input type="checkbox"/> Major UG Job</p> <p><input type="checkbox"/> Other: (Explain) _____</p>	<p align="center">SERVICE TYPE</p> <p>_____ FT² <input type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric</p> <p>Size Wire Pulled _____</p> <p>Cust's Load 1 Ø <u>10</u> +3 Ø _____ = <u>10</u> Total KVA</p> <p>Fault Current: Initial _____ Ultimate _____</p> <p align="center">Amperes RMS Symmetrical at _____ Volts</p>
---	---

<p align="center">CT CAN TYPE</p> <p><input type="checkbox"/> 320 Amp (self contained)</p> <p><input type="checkbox"/> 30 X 42</p> <p><input type="checkbox"/> Bus Head Outdoor</p> <p><input type="checkbox"/> Bus Head with CT Can</p> <p><input type="checkbox"/> Stainless Steel Rack</p> <p><input type="checkbox"/> Primary Job</p>	<p align="center">CONDUITS ON POLE</p> <p align="center">Size of Conduit</p> <p align="center">_____</p> <p align="center">No. of Conduits</p> <p align="center">_____</p>	<p align="center">For Information Regarding:</p> <p align="center">CenterPoint Energy service standards visit</p> <p align="center">www.centerpointenergy.com/electricservicestandards</p> <p align="center">or</p> <p align="center">For Gas service call (713) 659-2111</p>
--	---	--

COMMENTS OR NOTES

Installation of a Temporary Transformer (10kVA)

ILLUSTRATION

LEGEND

X Proposed Pole

○ Existing Pole

□ Meter Pole

---- Proposed Wire

**TEXAS LAW AN ACT
TEXAS HEALTH AND SAFETY CODE TITLE 9**

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

- (1) "High voltage" means more than 600 volts measured between conductors or between a conductor and the ground.
- (2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

(A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.

(B) In this section, "authorized person" means:

- (1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;
- (2) an employee of a transportation system working on the system's electrical circuits;
- (3) an employee of a communication utility;
- (4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;
- (5) an employee of an industrial plant who works on the plant's electrical system; or
- (6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

(A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.

(B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.

(C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.

(D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

(A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:

- (1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or
- (2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.

(B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:

- (1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;
- (2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or
- (3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

(A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:

- (1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);
- (2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and
- (3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.

(B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads: "WARNING -- UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."

(C) The warning sign must be legible at 12 feet and placed:

- (1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and
- (2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.

(D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

(A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.

(B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

Acts 1989, 71st Leg., ch. 678, [1, eff. Sept. 1, 1989

Prior Laws:

Acts 1971, 62nd Leg., p. 76, ch. 41.

Vernon's Ann. Civ. St. art. 1436c, [7(B).

This is only a part of the entire act. The complete act is available for review.

**CONSIDER APPROVAL OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT
NO. 151 AGREEMENTS AND FEES FOR
LINDSEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the application, commitment letter, service agreement and rate order of the Fort Bend County MUD No. 151 for Lindsey Elementary School and approve the payment in the amount of \$254,837 for the tap fees, meters and inspections, and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

The District must contract directly with the Fort Bend County MUD No. 151 for water and sewer service. These funds were allocated within the 2014 Bond budget.

PROGRAM DESCRIPTION:

Fort Bend County MUD No. 151 is the Municipal Utility District provider for water and sewer services for Lindsey Elementary School. Upon approval, the Board President will execute the agreements and a check will be issued for the payment of the tap fees, meters and inspections. Following payment to the MUD No. 151, the contractor will coordinate the water and sewer connections to Lindsey Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

Lindsey Elementary
MUD 151 Fees
September 8, 2016

Item	Amount	Document Reference
Tax Exempt User Tap Fees		Commitment Letter after Exhibit A Legal
Capital Costs	\$192,854.00	
Financing Costs	\$45,238.00	
Service Connections, Taps, Meter, Inspections	\$16,745.00	July 15, 2016 Severn Trent Letter
Total	\$254,837.00	In Board Recommendation

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6436
Direct Fax: (713) 860-6636

khogan@abhr.com

Kristen Hogan
Legal Assistant

August 18, 2016

Ms. Sarah Clinton
PBK Architects
11 Greenway Plaza, 22nd Floor
Houston, Texas 77046

Re: Fort Bend County Municipal Utility District No. 151

Dear Ms. Clinton:

Enclosed for execution by Lamar Consolidated Independent School District are duplicate originals of the utility commitment letter from the referenced District for domestic water supply capacity, sanitary sewage treatment capacity, and irrigation water supply capacity to serve a proposed new elementary school to be located in the District on a 13.54-acre tract. Once executed, please return one original to the undersigned for the District's records.

Sincerely,



Kristen Hogan
Legal Assistant

Enclosures

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 151

August 17, 2016

Lamar Consolidated Independent School District
c/o PBK Architects
Attn: Sarah Clinton
11 Greenway Plaza, 22nd Floor
Houston, Texas 77046

Re: Reservation of Water Supply and Sanitary Sewage Treatment Plant Capacity by Fort Bend County Municipal Utility District No. 151 (the "District") for proposed Lamar Consolidated Independent School District New Elementary School to be located in the District, on a 13.54-acre tract of land as described in **Exhibit A** (the "Tract")

Dear Sir or Madam:

The District's Board of Directors has been advised that Lamar Consolidated Independent School District (the "ISD") owns the Tract and intends to develop the Tract for a proposed new elementary school, and in connection with said development, you have requested that the District reserve for the Tract, domestic water supply capacity in the amount of 5,250 gallons per day average daily flow ("gpd"), sanitary sewage treatment capacity in the amount of 5,250 gpd, and irrigation water supply capacity in the amount of 2,625 gpd, which amounts are sufficient according to you to develop the Tract for an elementary school. The Board of Directors of the District hereby agrees to reserve 5,250 gpd of domestic water supply capacity, 5,250 gpd of sanitary sewage treatment capacity, and 2,625 gpd of irrigation water supply capacity, subject to all of the following terms and conditions:

1. This reservation of water supply, sewage treatment, and irrigation water supply capacity shall be valid only in amounts not exceeding those indicated above. The District does not, however, guarantee that it will supply to the Tract any specific quantity or pressure of water for any purpose whatsoever, and you understand and agree that the District is not liable for any failure or refusal to furnish any particular amount or pressure of water to the Tract at any time. Furthermore, this reservation shall be subject to all of the other terms and conditions of this reservation letter and shall be valid only for the Tract and not for any area outside of the Tract.

2. You indicated to the Board of Directors of the District that the land use for the Tract will be for a new elementary school. This reservation shall be valid only for such land use and for no other, without the District's prior written approval. If any other land use is employed on the Tract without the District's prior written

approval, the District may, in its sole discretion, terminate this reservation of capacity.

3. Construction of substantial improvements of the development on the Tract must commence within twelve (12) months from the date hereof and thereafter proceed with diligence to completion, or the District may, in its sole discretion, terminate this reservation, and all capacity amounts reserved by this letter to serve the Tract shall automatically revert to the District free and clear of this reservation and may be used by the District to serve areas outside of the Tract; provided, however, this commitment may be renewed for one year upon written request by the ISD.

4. All sewage discharges from the Tract must be solely domestic in nature and must comply with all the District's and the City of Fulshear's ("City") orders, ordinances, rules, and regulations, and with any amendments hereafter to such orders, ordinances, rules, and regulations. Discharge of industrial or chemical waste, sewage in septic condition, or any other waste other than ordinary domestic waste is prohibited. The District reserves the right at any time to require any customer of the District to install grease traps and/or sampling wells at said customer's own expense and/or to pretreat its wastewater discharge at its own expense if the District's engineer or the District's operator determines that such procedures are necessary.

5. The Tract must be platted prior to receipt of water and/or sanitary sewer service from the District to any portion of the Tract. The plat must be prepared in accordance with City subdivision requirements, approved by the City, and filed and recorded in the map records of Fort Bend County prior to receipt of water supply and/or sewage treatment service from the District.

6. The plans and specifications for the internal water, sanitary sewer, and drainage facilities to serve the Tract or any portion of the Tract must be prepared by a registered, professional engineer and must have been or be reviewed and approved by the District's engineer and all other regulatory authorities having jurisdiction prior to commencement of construction of such facilities. Upon completion of such facilities, you shall provide certification from a registered, professional engineer that the facilities were constructed in accordance with the approved plans and specifications. You will pay for all engineering and construction and any other costs involved in providing internal water, sanitary sewer, and storm sewer utilities to the Tract. You will be responsible for providing and maintaining your own private, internal utilities to the Tract, and there will be no reimbursement from the District for such costs.

7. Prior to connection of any improvement on the Tract to the District's water system, you must follow the procedures and pay the tap fees and other fees and charges set forth in the District's then current Rate Order and all other orders or

resolutions of the District regarding water and sanitary sewer service and fire protection service. The District's Board of Directors may amend its Rate Order and any other District order or resolution regarding District services from time to time in the sole discretion of the Board of Directors. Please refer to Section 15 below regarding a tap fee related to irrigation or fire protection water capacity. Future repairs or replacement of the water meters will be at the ISD's cost.

8. Any connection from the Tract to the District's sanitary sewer system shall be made in accordance with the District's Rules and Regulations Governing Sewer Connections, the District's Rate Order, and all other orders and resolutions of the District, which Rules and Regulations Governing Sewer Connections, Rate Order, orders, and resolutions may be amended or adopted by the District from time to time in the sole discretion of the Board of Directors. The sewer service line(s) from the foundation of any building within the District to the connection(s) to the District's sanitary sewer system shall be inspected by a representative of the District prior to being covered in the ground. In the event any connection or any portion of the service line is or has been constructed and covered without inspection by a representative of the District, water service at such location shall be terminated by the District until inspection as required by the District has been accomplished.

9. The amounts of water and sewer capacity reserved by this reservation shall be reduced to the extent of actual usage of water supply and sewage treatment capacity by improvements located on the Tract. The amount of such actual usage shall be determined by the District. If the District determines that the capacities reserved by the reservation exceed the development capacity needs of the Tract, and thus there is excess capacity reserved to the Tract, the reservation as to such excess capacity shall terminate and such excess capacity shall revert automatically to the District free and clear of the reservation and may be utilized by the District to serve areas outside of the Tract.

10. The ISD shall pay the applicable rates for the services as provided in the District's Rate Order or other order governing the provision of water and sewer and fire protection services by the District. The applicable rates are those in effect in the District's Rate Order, which rates may be adjusted by the District in its sole discretion from time to time. Further, the District may review and adjust the number of equivalent single family residential connections on an annual basis for billing and usage purposes.

11. The District's obligation to provide service is conditional upon your installation of sufficient grease traps, sampling wells or other devices to prevent substances which are incompatible with the treatment of domestic sewage from being discharged into the District's sanitary sewer system.

12. No cafeteria or food service businesses shall be allowed within the Tract without a dedicated kitchen waste line connected to a grease trap and a sampling

well which comply with District specifications and are approved by the District's engineer and operator.

13. Should your use of water and/or sanitary sewer plant capacity for the Tract exceed the amounts of capacities reserved in this reservation, you agree that the District, in its sole discretion and in addition to any other recourse it may have, may impose a surcharge on such excess usage in an amount determined by the District.

14. This reservation is not transferable or assignable to any other person, entity or organization whatsoever (whether affiliated with you or not, and including transfer by operation of law) without the prior written consent of the Board of Directors of the District.

15. All irrigation systems and fire sprinkler and protection systems installed must have separate meters and a testable backflow prevention assembly approved by the District's operator. Costs of annual tests shall be your sole responsibility and you will be billed for such costs if the District performs the tests. Failure to pay these costs shall subject you to termination of water service. The ISD shall pay separate tap fees for irrigation and/or fire protection capacity, pursuant to the District's Rate Order.

16. This reservation is subject to the rules, regulations, policies, and charges lawfully established from time to time by the District for providing water and sewer service to similar users.

17. This reservation shall not be effective unless and until it is fully executed and returned to the District.

The District looks forward to dealing with you in the development of the Tract.

[EXECUTION PAGES FOLLOW]

Very truly yours,

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 151



President, Board of Directors

We, the duly authorized representatives of Lamar Consolidated Independent School District, hereby agrees to and accepts all of the above terms and conditions of this reservation.

LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A

JDC/Firethorne, Ltd.
Firethorne West School Tract (Reserve "A")
13.54 Acres

J.D. Vermillion Survey
Abstract No. 339

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES AND BOUNDS** description of a certain 13.54 acre tract of land situated in the J.D. Vermillion Survey, Abstract No. 339 in Fort Bend County, Texas; being out of a called 429.590 acre tract conveyed to JDC/Firethorne, Ltd. by Special Warranty Deed as recorded in Clerk's File No. 2005132315 of the Fort Bend County Official Public Records of Real Property; said 13.54 acre tract being more particularly described as follows with all bearings being based on North as obtained with Real Time Kinematics Global Positioning Equipment;

COMMENCING at a found 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the southwest corner of a Drainage Easement recorded in Clerk's File No. 2010023599 of the Fort Bend County Official Public Records of Real Property, from said rod a found 3/4-inch iron rod (with cap stamped "Cotton Surveying") bears South 62°44'45" East, 124.62 feet;

THENCE, North 00°24'38" West, along the west line of said drainage easement, 55.89 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the **POINT OF BEGINNING** of the herein described 13.54 acre tract and at the beginning of a non-tangent curve to the left;

THENCE, along the arc of said non-tangent curve to the left having a radius of 595.00 feet, a central angle of 25°19'13", an arc length of 262.94 feet, and a long chord bearing North 77°45'01" West, 260.81 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 89°35'22" West, 461.04 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a non-tangent curve to the right;

THENCE, along the arc of said non-tangent curve to the right having a radius of 430.00 feet, a central angle of 11°54'46", an arc length of 89.40 feet, and a long chord bearing North 07°54'02" East, 89.24 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 13°51'25" East, 260.55 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 268.00 feet, a central angle of 14°16'03", an arc length of 66.74 feet, and a long chord bearing North 06°43'24" East, 66.56 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 00°24'38" West, 211.79 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the left;

THENCE, along the arc of said curve to the left having a radius of 1018.00 feet, a central angle of 08°31'57", an arc length of 151.60 feet, and a long chord bearing North 04°40'36" West, 151.46 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 08°56'34" West, 106.82 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") at the beginning of a curve to the right;

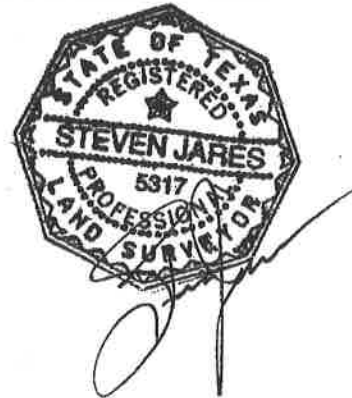
JDC/Firethorne, Ltd.
Firethorne West School Tract (Reserve "A")
13.54 Acres

J.D. Vermillion Survey
Abstract No. 339

THENCE, along the arc of said curve to the right having a radius of 982.00 feet, a central angle of $01^{\circ}11'47''$, an arc length of 20.50 feet, and a long chord bearing North $08^{\circ}20'41''$ West, 20.50 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North $89^{\circ}35'22''$ East, 660.08 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the east line of the aforementioned Drainage Easement, from said set rod a found 3/4-inch iron rod (with cap stamped "Cotton Surveying") bears North $00^{\circ}24'38''$ West, 35.00 feet;

THENCE, South $00^{\circ}24'38''$ East, along the west line of said Drainage Easement, 952.80 feet to the **POINT OF BEGINNING, CONTAINING 13.54 acres** of land in Fort Bend County, Texas, as shown on Drawing No. 7191 in the office of Cotton Surveying Company in Houston, Texas.



**Tax-Exempt User Tap Fee for Proposed LCISD Elementary School #25
 Fort Bend County Municipal Utility District No. 151
 August 17, 2016**

	<u>Capital Cost</u>	<u>Financing Costs</u>	<u>Total</u>
Water Plant & WWTP Facilities	\$ 89,819	\$ 25,593	\$ 115,412
Water & Sanitary Facilities	10,072	3,347	13,419
Drainage Facilities	92,505	16,298	108,803
Fire Station Facilities	<u>458</u>	<u>-</u>	<u>458</u>
Total:	\$ 192,853	\$ 45,238	\$ 238,092



Severn Trent – North America
 32259 Morton Road
 Brookshire, TX 77423
 281 578 4200

July 15, 2016

Via Email: crogers@jonescarter.com
 Ms. Cheryl Rogers
 Jones & Carter Engineering

Re: Fort Bend Municipal Utility District #151
 Water, Sewer, Fire Line & Irrigation Service Connections
 Lamar CISD Elementary #25
 2431 Joan Collier Trace

Dear Ms. Rogers:

This letter is to inform you of the cost for the above indicated project.

Qty.	Description	Unit Price	Sub-Total
1	8" Wet Connect w/8" Tee for Fire Line	\$ 3,335.00	\$ 3,335.00
1	8" x 4" Tee & Reducer w/4" Compound Meter	\$12,865.00	\$12,865.00
1	Sanitary Sewer Inspection	\$ 100.00	\$ 100.00
1	Grease Trap Installation Inspection	\$ 100.00	\$ 100.00
1	Customer Service Inspections	\$ 175.00	\$ 175.00
1	Site Surveys	\$ 70.00	\$ 70.00
1	Test and Certify Backflow Prevention Assembly	\$ 100.00	\$ 100.00
		TOTAL	\$16,745.00

Make check payable to:

FORT BEND MUNICIPAL UTILITY DISTRICT #151

To prevent a delay in scheduling, please remit payment with a copy of this letter to:

Fort Bend MUD 151
 c/o Severn Trent Services
 Attn: Gary Schoener
 PO Box 1205
 Brookshire, TX 77423

Installation shall be scheduled (weather permitting) 10 to 15 business days after payment is received. The price above is valid for six months from the date of this letter.

All taps and lines must be installed in accordance with the District's Rate Order. The Rate Order is the District's governing document which specifies district procedures. A copy is available upon request. The price indicated does not include concrete or landscape replacement. All excavated material including but not limited to concrete shall be left on site.

Do not hesitate to contact me with any questions.

Best Regards,



Gary Schoener
Commercial Services Coordinator
Severn Trent Environmental Services, Inc.
Phone: 281-578-4242
Fax: 1-281-934-3325
Email: Gary.Schoener@STServices.com



Severn Trent Services
16337 Park Row
Houston, TX 77084
United States

T: +1 281 578 4200
F: +1 281 398 3697

www.severntrentservices.com

District: _____

Service Address: _____

Name of Business: _____

Type of Request: Domestic Tap/Meter Irrigation Tap/Meter
 Fire Service

Type of Business: Lease Space/Retail Building Stand Alone Business
 Restaurant/Food Service Multi-Family
*Seating Capacity_____ *Square Footage_____

RESPONSIBLE PARTY FOR MONTHLY WATER BILL

Company Name: _____

Mailing Address: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Fax Number: _____

FIELD CONTACT INFORMATION

Contact Person: _____

Contact Number (Cell): _____

Contact Number (Office): _____

Contact Email: _____

CONSIDER APPROVAL OF DISTRICT-WIDE IPAD REFRESH

RECOMMENDATION:

That the Board of Trustees approve Apple to provide hardware, software and services in the amount of \$2,396,460 and Apple, KEM, and CDWG to provide iPad Cases not to exceed \$210,000 for the District-wide iPad Refresh project.

IMPACT/RATIONALE:

Lamar CISD currently has 12,332 iPads in use throughout the District. This represents 38% of all computing devices used in the District. The District has 5,222 aging, end-of-life devices which no longer meet District requirements and will no longer be supported by Apple. The District has an additional 772 iPads which are expected to lose iOS support within the year. The District will purchase 6,000 (600 10-packs) current generation iPads to replace these devices. Additionally, Apple will provide at no additional cost project management support and on-site engineering support during the deployment phase of the iPad refresh.

Current generation devices require different protective cases than the models being replaced. Apple, KEM, and CDWG will provide cases based on individual iPad uses (elementary student, secondary student, staff, or administrative) in consultation with campus/building administrators. No individual case will exceed \$35.

PROGRAM DESCRIPTION:

Specifications of the actual iPads purchased may differ slightly from those in the quote due to recent Apple product changes. Apple offers iPads through a DIR contract. Cases will be purchased using approved procurement methods. This project will be funded from 2014 Bond funds dedicated to iPad refresh.

With approval of this recommendation, the project will begin September 16, 2016 with a target completion of December 2016.

Submitted by: David Jacobson, Chief Technology Information Officer
 Chris Nilsson, Director of Technology Integration

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Apple Inc. Education Price Quote

Customer: Chris Nilsson
LAMAR CONS INDEP SCHOOL DIST
Phone: 8322230206
email: cnilsson@lcsisd.org

Apple Inc:

Staci Barger
5505 W Parmer Lane Bldg 7
MS: 581-IES
Austin, TX 78727-6524
Phone: 512-6746070
Fax: 800-5900325
email: sbarger@apple.com

Apple Quote: 2203335414
Quote Date: 8-Sep-2016
Quote Valid Until: 18-Sep-2016

Quote Comments:

Please reference Apple Quote number on your Purchase Order.
*****Refresh all iPad2, iPad3, iPad4 and iPadMini1*****
To qualify for this discount, order must be processed and iPads shipped before 9/23.
Please reference State of TX DIR-SDD-2068 on your order
All items included on this quote must be ordered to achieve discount.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	APS 4 Consecutive Days Project Management Deployment Services Part Number D4696LL/A	4	8,075.00	8,075.00	0.00	0.00
2	APS PROJECT ENGINEERING SVCS FIXED-USA Part Number D7066LL/A	1	14,620.00	14,620.00	0.00	0.00
3	AppleCare OS Support - Preferred Part Number D5690ZM/A	1	19,995.00	19,995.00	0.00	0.00
4	Personalized iPad Air 2 Wi-Fi 128GB - Space Gray (10-pack) Personalized iPad Air 2 Wi-Fi 128GB - Space Gray (10-pack) Part Number: PGW02LL/A Quantity: 5980 Engraving: PROPERTY OF LAMAR CONSOLIDATED ISD Part Number BKML2LL/A	598	4,740.00	750.00	3,990.00	2,386,020.00
5	Personalized iPad Air 2 Wi-Fi + Cellular for Apple SIM 128GB - Silver Engraving: PROPERTY OF LAMAR CONSOLIDATED ISD Part Number PH322LL/A	20	602.00	80.00	522.00	10,440.00

Extended EDU List Price Total	2,913,475.00
Total Discount	517,015.00
Extended Discounted Price Subtotal	2,396,460.00
- eWaste Fee / Recycling Fee	0.00
-	
-	

**In most cases Extended discounted Total price does not include Sales Tax
If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2203335414. Please contact your institution's Authorized Purchaser to submit the above quote online at <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - If you are the Authorized Purchaser and need to register for access to the Apple Education Online Store, go to <http://myaccess.apple.com>. For registration assistance, call 1.800.800.2775, option 4, option 1.
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL **18-Sep-2016** UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 1700251
Opportunity ID: 234437072
<https://ecommerce.apple.com>
Fax:800-5900325

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Apple Inc. Statement of Work

Deliver To

Chris Nilsson
Delivery Contact
Lamar CISD
Organization
930 East Stadium Dr
Address 1
Address 2
Rosenberg TX 77471
City State Zip
832-223-0206
Phone
cnilsson@lcisd.org
Email Address

Statement of Work Information

70130902124418
SOW Number
PO Number

Apple Contact

Alex Siems
Apple Contact
512-674-8065
Phone
asiems@apple.com
Email Address

Executive Summary (see attached Summary of Service)

Apple Professional Services (APS) will assign an experienced Project Manager to assist Lamar CISD with the planning and execution of their iPad deployment project. This project includes (8) total project management days that may constitute up to (4) on-site customer visit(s).

Please sign and fax this Form to 305-489-7864 or email to eduservices@apple.com

Authorization

By the signature of its authorized representative below, Customer agrees to the performance of the services in accordance with the provisions set forth in this Statement of Work.

Apple will not invoice travel expenses under this SOW, provided Customer completes paperwork and confirms a schedule at least three (3) weeks prior to start.

Customer Signature	Date	September 2, 2016	Time & Materials
Customer Name & Title (print)		Estimated Start Date	Engagement Type
		D4696LL/A 4 Consecutive Day Project Management Deployment Services	4
		Part Number	Qty unit/day
		Part Number	Qty unit/day
		Part Number	Qty unit/day

Terms and Conditions

1. **Payment.** Customer agrees to pay for services identified in the Statement of Work ("Services") on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Services provided under Apple Professional Development will be charged at the workshop rate. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Apple pre-paid Services include Apple Professional Development, Apple Professional Services Project Management and Technical Services. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

2. **Services.** Customer and Apple shall prepare and execute a Statement of Work documenting all Services to be performed by Apple. Each Statement of Work shall be uniquely numbered and signed by an authorized representative of both parties. Each Statement of Work shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each Statement of Work shall incorporate all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed Statement of Work. Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at anytime and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer. Customer, not Apple, will be responsible for determining objectives for Apple Professional Services Project Management and Technical Services. Services shall be deemed accepted, on date of delivery or upon conclusion of any mutually agreed upon written acceptance period, if the Services substantially conform to their description. Subject to the conditions below, Customer may request Apple to perform Services that require holding of Customer's product at the Provider's warehouse. Under this Agreement and for the sole purpose of completing the Services outlined in the Statement of Work, Provider may hold Customer's product for up to forty-five (45) days at Provider's warehouse, with the first day of the holding period beginning once the first product arrives at the Provider's warehouse and final day being when the Services, as described in the Statement of Work, are completed; all product must be delivered to Customer on or before the forty-sixth (46th) day to avoid additional holding fees or reshipment of un-configured product to Customer's site; and, if additional holding time is necessary beyond the forty-five (45) days allocated under this Agreement, the Customer is responsible for negotiating a separate holding agreement with the Provider.

Apple Professional Development Catalog will serve as Statement of Work for Apple Professional Development Workshops. Apple Professional Development determines objectives for Apple Professional Development Workshops. Apple reserves the right to substitute without notice an Apple Professional Development Workshop from the current Apple Professional Development Catalog if the Apple Professional Development Workshop originally selected becomes obsolete before its scheduled delivery date. Any audio or video recording of Apple Professional Development Workshops is strictly prohibited, unless expressly approved by Apple in writing.

3. **Property Rights.** Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, nontransferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

4. **Warranty.** Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including, without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

5. **Limitation of Liability and Remedies.** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT BY IT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. THE SAID REPERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

6. **Confidentiality.** "Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple authorized signatory that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information or its subject matter without the Customer's prior written consent or as required by law.

7. **Term.** This Agreement shall terminate on the end date as specified in the Statement of Work ("End Date"). If no End Date is specified, this Agreement shall terminate twelve (12) months from the date of this Agreement. This Agreement may be renewed or extended upon the mutual consent of the parties. Customer will have the right to terminate this Agreement after work has commenced upon ten (10) days written notice, provided that Customer will pay to Apple all charges for Services performed and all expenses incurred

by Apple up to the effective date of such termination. Apple may at its option terminate this Agreement immediately if Customer has (i) failed to cure any breach of this Agreement within thirty (30) days of written notice from Apple, (ii) breached the terms of section 6, or (iii) failed to pay an outstanding sum within five (5) days of written notice of delinquency. In addition, Apple may at its option suspend Services immediately upon Customer's failure to make payment in accordance with this Agreement. The provisions of Sections 1, 3, 4, 5, 8, 9, 11 and 12 shall survive termination.

8. Non-Solicitation. During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee, a Contractor or Provider of Apple directly involved in the Services, or induce such employee, Contractor or Provider of Apple to breach any employment agreement or services contract with Apple. This provision shall not preclude Customer from making offers of employment through public advertisements.

9. Third Party Software Waiver and Authorization. Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) The Customer is solely responsible for verifying the aforementioned image contains appropriate content and does not harm the device being imaged or interfere with the device's normal operation; (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

10. Exceeding Services Outlined Herein. During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

11. Cancellation. Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple at eduservices@apple.com. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

12. Miscellaneous. If Customer is a public institution or agency, this Agreement will be governed and interpreted under the laws of the state in which Customer is located. If Customer is a private institution, this Agreement will be governed and interpreted under the laws of California, USA, without regard to conflict of laws principles or provisions. In the event of any dispute or controversy between the Parties to the Agreement, the parties shall try to resolve the dispute in a fair and reasonable way

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm.

If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision.

Apple and Customer acknowledge that this Agreement and any associated Statement of Work agreed to in writing between Apple and Customer constitutes the entire agreement between the parties with respect to the Services and supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the parties with respect to its subject matter.

The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter, and Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. In the event the customer has a current Professional Services Agreement in place the Terms and Conditions of the Professional Services Agreement will supersede any conflicting terms in the Terms and Conditions accompanying the Statement of Work.

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 10 of this Agreement. Apple shall supervise the performance of its own services and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in writing with Apple. Apple may use subcontractors to perform any Services hereunder.

No modification to the Agreement will be binding unless it is in writing and signed by an authorized representative of each party. Customer may not assign this Agreement without the written approval of Apple. Any attempt by Customer to assign without Apple's approval shall be deemed void. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.



Lamar CISD

Project ID: T16441

Project Management Services

1. Overview

1.1. Engagement Summary

Apple Professional Services (APS) will assign an experienced Project Manager to assist Lamar CISD with the planning and execution of their iPad deployment project. This project includes (8) total project management days that may constitute up to (4) on-site customer visit(s).

1.2. Exclusions

The APS Project Manager's role is not to manage the customer's staff, but to help facilitate their project.

1.3. Ordering Information

Please reference your Apple quote for pricing.

2. Engagement Readiness

2.1. Customer Pre-Engagement Preparation

The customer is responsible for completing the following items prior to the start of the engagement:

- The customer will assign a primary contact or project manager to work with the APS Project Manager and coordinate customer project personnel, equipment, and activities needed to complete this project.
- The customer will provide a district-based representative to sign off on all final paperwork, such as the Apple Services Delivery Confirmation (SDC) document.
- The customer will provide adequate workspace (power, network connectivity) for APS Project Manager when on-site.
- The customer will provide an adequate meeting facility for group activities.
- The customer assumes ownership for any Apple Deployment Programs (Volume Purchase Program, Device Enrollment Program, Apple ID for Students). APS Project Manager can only provide deployment guidance and assistance.

The success of this project is contingent on the ability of the APS Project Manager to work in close coordination with the customer's assigned primary contact to ensure that project checkpoints and milestones are met.

3. Description of Services

The APS Project Manager is responsible for the following activities:

- Facilitate a planning meeting to assess the current state of the project, identify any constraints, determine roles and responsibilities, and define activities as per the project work plan.
- Establish project communication practices.
- Develop a mutually agreed-to, realistic schedule in conjunction with the customer.
- Monitor project activities and make recommendations as necessary to mitigate risk and/or resolve issues.
- Conduct conference calls as needed with the customer and Apple personnel to facilitate team communication, timely decision making, and progress tracking.
- Monitor Apple shipments and work with the customer to confirm delivery.
- Work with the customer and Apple resources to schedule, prepare for and coordinate Professional Services engagements associated with the project, such as Integration Services and Apple Professional Development.
- Monitor and communicate project status as needed.

- Monitor project escalations for timely remediation.
- Consult and advise on planning roll out events.

Customer acknowledges that all services delivered under this agreement will be delivered on a "Best Effort" basis and that, as a Time and Materials engagement, there is no guaranteed completion of a specific project or deliverable other than project management time.

4. Change Orders

Any changes to the scope of work for this project must be documented with a Change Order. No changes will be executed until the Change Order is agreed upon by both Apple and the customer. Upon acceptance of the Change Order by both parties, the scope of work and cost will be modified appropriately, and the changes will be incorporated into the project.

5. Services Delivery Confirmation (SDC)

Upon completion of the above scope of work for this project, APS Project Manager will immediately review the scope with the customer and the customer will sign the Apple Services Delivery Confirmation (SDC) document indicating that all work for this project is complete.

Any services not specifically rejected in writing (including reasons for rejection) when APS Project Manager delivers the SDC shall be deemed completed.



Apple Inc.

Statement of Work

Deliver To

Chris Nilsson

Delivery Contact

Lamar CISD

Organization

930 East Stadium Dr

Address 1

Address 2

Rosenberg

TX

77471

City

State

Zip

832-223-0206

Phone

cnilsson@lcsid.org

Email Address

SOW Information

096133019668

SOW Number

PO Number

Apple Contact

Southeast

Area

Alex Siems

Apple Contact

512-674-8065

Phone

asiems@apple.com

Email Address

Executive Summary (see attached Summary of Service)

Apple Professional Services (APS) will assign an experienced Project Engineer to assist Lamar CISD (Customer) with the planning and execution of their iPad deployment project. This project includes up to (56) total project engineering hours that may constitute up to (3) on-site customer visits. The Project Engineer will work with the Customer both onsite and remotely for the duration of the iPad deployment engagement.

Part Number Summary

09/07/2016

Estimated Start Date

Fixed Fee

Engagement Type

D7066LL/A - Project Engineering

Part Number

Part Number

Part Number

Part Number

Apple will not invoice travel expenses under this SOW provided Customer completes paperwork and confirms a schedule at least three (3) weeks prior to start.

Fax entire document to 305-489-7864 or email to eduservices@apple.com

Authorization

By the signature of its authorized representative below, Customer agrees to the performance of the Services in accordance with the provisions set forth in this Statement of Work

Customer Signature

Date

Customer Name & Title (print)

Terms and Conditions

1. **Payment.** Customer agrees to pay for services identified in the Statement of Work ("Services") on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Services provided under Apple Professional Development will be charged at the workshop rate. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Apple pre-paid Services include Apple Professional Development, Apple Professional Services Project Management and Technical Services. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

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4. **Warranty.** Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including, without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

5. **Limitation of Liability and Remedies.** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT BY IT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. THE SAID REPERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

6. **Confidentiality.** "Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

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During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this

Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information or its subject matter without the Customer's prior written consent or as required by law.

7. Term. This Agreement shall terminate on the end date as specified in the Statement of Work ("End Date"). If no End Date is specified, this Agreement shall terminate twelve (12) months from the date of this Agreement. This Agreement may be renewed or extended upon the mutual consent of the parties. Customer will have the right to terminate this Agreement after work has commenced upon ten (10) days written notice, provided that Customer will pay to Apple all charges for Services performed and all expenses incurred by Apple up to the effective date of such termination. Apple may at its option terminate this Agreement immediately if Customer has (i) failed to cure any breach of this Agreement within thirty (30) days of written notice from Apple, (ii) breached the terms of section 6, or (iii) failed to pay an outstanding sum within five (5) days of written notice of delinquency. In addition, Apple may at its option suspend Services immediately upon Customer's failure to make payment in accordance with this Agreement. The provisions of Sections 1, 3, 4, 5, 8, 9, 11 and 12 shall survive termination.

8. Non-Solicitation. During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee, a Contractor or Provider of Apple directly involved in the Services, or induce such employee, Contractor or Provider of Apple to breach any employment agreement or services contract with Apple. This provision shall not preclude Customer from making offers of employment through public advertisements.

9. Third Party Software Waiver and Authorization. Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) The Customer is solely responsible for verifying the aforementioned image contains appropriate content and does not harm the device being imaged or interfere with the device's normal operation; (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

10. Exceeding Services Outlined Herein. During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

11. Cancellation. Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple at eduserVICES@apple.com. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

12. Miscellaneous. If Customer is a public institution or agency, this Agreement will be governed and interpreted under the laws of the state in which Customer is located. If Customer is a private institution, this Agreement will be governed and interpreted under the laws of California, USA, without regard to conflict of laws principles or provisions. In the event of any dispute or controversy between the Parties to the Agreement, the parties shall try to resolve the dispute in a fair and reasonable way

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm.

If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision.

Apple and Customer acknowledge that this Agreement and any associated Statement of Work agreed to in writing between Apple and Customer constitutes the entire agreement between the parties with respect to the Services and supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the parties with respect to its subject matter.

The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter, and Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. In the event the customer has a current Professional Services Agreement in place the Terms and Conditions of the Professional Services Agreement will supersede any conflicting terms in the Terms and Conditions accompanying the Statement of Work.

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 10 of this Agreement. Apple shall supervise the performance of its own services and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in writing with Apple. Apple may use subcontractors to perform any Services hereunder.

No modification to the Agreement will be binding unless it is in writing and signed by an authorized representative of each party. Customer may not assign this Agreement without the written approval of Apple. Any attempt by Customer to assign without Apple's approval shall be deemed void. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.



Statement of Work

Lamar CISD

Project ID: T16441

Project Engineering Technical Services

1. Overview

1.1. Engagement Summary

Apple Professional Services (APS) will assign an experienced Project Engineer to assist Lamar CISD (Customer) with the planning and execution of their iPad deployment project. This project includes up to (56) total project engineering hours that may constitute up to (3) on-site customer visits. The Project Engineer will work with the Customer both onsite and remotely for the duration of the iPad deployment engagement.

1.2. Exclusions

The APS Project Engineer's role is not to manage the Customer's environment, but to help facilitate technical readiness and successful execution of the project.

1.3. Ordering Information

- QTY (1) of D7066LL/A (1 Project Engineer)

Please reference your Apple quote for pricing.

2. Required Resource Qualifications

Apple Professional Services will provide a Project Engineer with Apple certification or equivalent experience and past professional experience deploying into production and providing administrator-level coaching and mentoring in specific technologies as follows:

2.1. Certification

- Apple Certified Technical Coordinator v10.10

2.2. Professional Experience

- iPad and Mac Deployment
- OS X Server Deployment
- Active Directory Integration
- Apple Deployment Programs
- Mobile Device Management
- Caching Server
- Apple Configurator 2
- Wi-Fi

3. Engagement Readiness

3.1. Customer Pre-Engagement Preparation

The Customer is responsible for completing the following items prior to the start of the engagement:

- Designate a primary contact to work with the Project Engineer.
- Designate a project technical lead for on-demand access with a maximum (15) minute response time during project engineering working hours.
- Provide adequate workspace (including power, Internet and any necessary local network connectivity) for the Project Engineer when onsite.
- Provide an adequate meeting facility for group activities.
- Designate a district-based representative to sign off on all final paperwork, such as the Apple Services Delivery Confirmation (SDC).

3.2. Required Infrastructure

Unless otherwise specified in this Statement of Work, all physical setup, configuration and troubleshooting of dependent hardware, software, and services (including Apple Deployment Programs, wireless networks, MDM service, Windows servers, and Active Directory Domain Services) required for this project must be completed before the Project Engineer arrives onsite.

4. Description of Services

The APS Project Engineer is responsible for the following activities:

- Facilitate a technical readiness evaluation and followup meeting to assess the current state of the project, identify any technical gaps, determine roles and responsibilities, and define activities as per the project work plan.
- Identify and assist with Customer Pre-Engagement Preparation responsibilities and highlight potential technical risks.
- Work with assigned engineers to verify Pre-Engagement Preparation work is forecasted, resourced and completed on-time and correctly.
- Assist with creating and testing deployment workflows for the project and communicating the workflow steps to the assigned engineers.
- Understand current usage and make recommendations for client management best practices.
- Documentation of created deployment workflows, technical gaps, or any long-term recommendations.
- Coaching and Mentoring on the following:
 - Deployment strategies
 - Wi-Fi Basics
 - Latest Apple deployment technologies
 - Mobile Device Management best practices
 - Caching service

5. Change Orders

Any changes to the scope of work for this project must be documented with a Change Order. No changes will be executed until the Change Order is agreed upon by both Apple and the Customer. Upon acceptance of the Change Order by both parties, the scope of work and costs will be modified appropriately, and the changes will be incorporated into the project.

6. Services Delivery Confirmation (SDC)

Upon completion of the above scope of work for this project, the APS Project Engineer will immediately review the scope with the Customer and the Customer will sign the Apple Services Delivery Confirmation (SDC) document indicating that all work for the particular milestone is complete:

Delivery of the infrastructure assessment and device provisioning workflow documentation:	60%
Completion of device provisioning:	30%
Delivery of the final Project Engineering documentation and post-deployment review meeting:	10%

Any services not specifically rejected in writing (including reasons for rejection) when the APS Project Engineer delivers the SDC shall be deemed completed.

CONSIDER APPROVAL OF MOBILE DEVICE MANAGEMENT (MDM)

RECOMMENDATION:

That the Board of Trustees approve CDWG to provide Cisco Meraki Systems Manager Enterprise in the amount of \$344,960.

IMPACT/RATIONALE:

This management system is part of the 2016 iPad refresh project, not only providing students and staff with new devices but better tools for delivering instruction via iPads and administration with a richer suite of management options.

Lamar CISD currently has 12,332 iOS devices in use throughout the District with 1,500 additional devices expected to be purchased this year. Currently these devices are managed using free software which does not meet the needs of the District. This new software includes: App Deployments, Teacher Assistant (teacher ability to manage their classroom devices), iOS Updating, Device Restrictions, Active Directory Integration, and Apple's new Classroom Suite of tools.

The District recently selected Meraki to also provide all wireless access points and management. Upgrading to Meraki Systems Manager Enterprise allows all management (WiFi and MDM) to share a single dashboard providing deep visibility into iPad use and support. This purchase includes a five year contract in alignment with the Meraki WiFi contract.

PROGRAM DESCRIPTION:

CDWG offers this product through a DIR contract. This project will be funded from 2014 Bond funds dedicated to iPad refresh.

Submitted by: David Jacobson, Chief Technology Information Officer
 Chris Nilsson, Director of Technology Integration

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

QUOTE CONFIRMATION



DEAR CHRIS NILSSON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HJKM064	9/6/2016	SM 5 YEAR 14K	4638123	\$344,960.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Meraki Systems Manager Enterprise - subscription license (5 years) Mfg. Part#: LIC-SME-5YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 2542 Education (DIR-TSO-2542)	14000	3704649	\$24.64	\$344,960.00

PURCHASER BILLING INFO		SUBTOTAL	\$344,960.00
Billing Address: LAMAR CONSOLIDATED SCHOOL DISTRICT ACCTS PAYABLE 3911 AVENUE I ROSENBERG, TX 77471-3901 Phone: (281) 341-3100 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		GRAND TOTAL	\$344,960.00
		DELIVER TO Shipping Address: LAMAR CONSOLIDATED SCHOOL DISTRICT 4907 AVENUE I ROSENBERG, TX 77471-3465 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Mike LaRocco	(866) 229-6142	miclaro@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.200.4239

**CONSIDER APPROVAL OF MANAGEMENT AND DEPLOYMENT CONTRACTED
FOR IPAD REFRESH PROJECT**

RECOMMENDATION:

That the Board of Trustees approve GoIT Services, Inc. for professional services relating to iPad Refresh. Services will be provided at a rate of \$68 per hour for project management and \$38 per hour for on-site deployment and setup. The total value of all professional services shall not exceed \$50,000.

IMPACT/RATIONALE:

The iPad refresh project approved in the 2014 Bond will replace 6,000 older iPads throughout the District. Due to the size and complexity of the project, project management services are needed to develop a distribution plan and asset recovery plan (collection of old devices). Services are needed to physically inventory the 6,000 new devices, record serial numbers, distribute\configure new devices, and collect old devices for asset recovery. GoIT has a long history of providing quality project management and on-site labor in the district related to computer refresh projects.

PROGRAM DESCRIPTION:

GoIT offers these services through a DIR contract. These services will be paid for with 2014 Bond funds dedicated to iPad refresh project management and consulting.

Submitted by: David Jacobson, Chief Technology Information Officer
 Chris Nilsson, Director of Technology Integration

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



Accelerating Business Innovation through Technology

Quote for: Implementation of iPad Replacement

Submitted to: Lamar Consolidated SD

Date: September 6, 2016

Go IT Services
8300 FM 1960 Rd West, Suite 450
Houston, TX 77070

Phone: 713-934-3000
Fax: 713-934-3099

<http://www.goitservices.com>

Federal Employer Identification Number: 202120000
Texas Centralized Master Bidders List - CMBL Vendor ID: 1202120000600
Dunn & Bradstreet – DUNS #: 172388741
DIR Contracts: DIR-SDD-1969 DELIVERABLES BASED IT SERVICES (DBITS)
DIR-SDD-2591 Comprehensive Web Management and Hosting Services

Transmittal

Go IT Services is pleased to submit this quote to Lamar Consolidated ISD for Implementation of iPad Replacement project.

Go IT Services is a Texas corporation doing business since 2000, with offices in Houston and Dallas. We bring vast experience in K-12 project implementations. We have impeccable references, backed by two Texas Department of Information Resources (DIR) state-wide contracts for IT Services and Web management and hosting.

Go IT Services maintains a Deliverables Based Information Technology Service DIR cooperative contract (DBITS) that is applicable to the services required for this quote. Our contract number is DIR-SDD-1969. You may review this contract at the [Go IT website](#) or directly on the [DIR website](#).

We thank you for the opportunity and look forward to answering questions and providing any clarifications.

Jamal Khalil



Managing Partner,
Go IT Services

Project Scope

Go IT Services understands the project scope includes the following:

- A. Catalog new iPADS received from Apple for distribution to campuses.
- B. Distribute new iPADS to campuses and collect old iPADS.
- C. Catalog collected old iPADS and store centrally.
- D. Perform other duties related to the project as directed by district staff.

Project Team

Go IT Services will assign a team of service technicians led by a project manager who will establish and manage a project plan that documents tasks and timelines for the project and each site/campus.

Reporting and Communication

Progress along with inventory information collected per project scope above will be maintained in a master spreadsheet shared with district staff to monitor progress weekly.

At the conclusion of data collection work, the final master spreadsheet along with a detailed written

Pricing

We propose to perform the required work at the following hourly rates:

Resource Type	Hourly Rate
Service Technician	\$38.00
Project manager	\$68.00

We acknowledge that work will be subject to district budget. We are prepared to perform the work as directed by district staff and as it best fits the budget allocated to the project.

CONSIDER APPROVAL OF McAfee ENDPOINT PROTECTION

RECOMMENDATION:

That the Board of Trustees approve the purchase of McAfee Antivirus Protection software from M&S Technologies in the amount of \$544,080.22.

IMPACT/RATIONALE:

The McAfee Endpoint Protection Suite provides the District a comprehensive package of products to protect District computers and servers from viruses and malware. The Endpoint Protection Suite is integrated with the McAfee ePolicy Orchestrator management platform that allows us to manage and deploy security to all our computers and servers using a single environment.

PROGRAM DESCRIPTION:

Lamar CISD has used McAfee antivirus and malware protection for several years. This three-year renewal provides protection for more computers and servers. Pricing is offered through a DIR contract and will be paid out of local funds.

Submitted by: David Jacobson, Chief Technology Information Officer
Jason Bright, Director of Network Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



M&S TECHNOLOGIES

Contact/Remit To Address:

M&S Technologies
 PO Box 816065
 Dallas, TX 75381

Rep Name:

Aaron Minsky

Rep Email:

aminsky@mandstech.com

Phone:

214.420.5824

Fax:

214-420-5888

www.mandstech.com

TO:	QUOTE INFO:	
Lamar CISD 3911 Avenue I Rosenberg, TX 77471	Quote No. Customer Name: Date: Expire Date: Email: Phone: Submitted By:	AM-020216-01 Jason Bright 9/7/2016 9/27/2016 Aaron Minsky
DIR-SDD-2252		

Quantity	Item ID	Description	Price Each	Discount	Extended	Total
14000	EPAYLM-AA	INSTI STANDARD MFE ENDPOINT PROTECTION ADV 3YRGL P+ 10001U+ Start Date: 9/28/2016 Grant #: 5884878-NAI; 4139034-NAI Serial #: 17346979 606188319; 16503063 606188319; 16503062 606188319	\$146.85	85.40%	\$21.44	\$300,161.40
90	MOVYCM-AT	INSTI ASSOC MFE MOVE AV F/ VIRT SVR OS 1YRGL 51-100U Term Date: 9/25/2016 - 9/24/2017 Grant#:6849723-NAI Serial #: 17622789 606188318	\$42.00	85.00%	\$6.30	\$567.00
90	MOVYCM-AT	INSTI ASSOC MFE MOVE AV F/ VIRT SVR OS 1YRGL 51-100U Term Date: 9/25/2017 - 9/24/2018 Grant#:6849723-NAI Serial #: 17622789 606188318	\$42.00	85.00%	\$6.30	\$567.00
90	MOVYCM-AT	INSTI ASSOC MFE MOVE AV F/ VIRT SVR OS 1YRGL 51-100U Term Date: 9/25/2018 - 9/24/2019 Grant#:6849723-NAI Serial #: 17622789 606188318	\$42.00	85.00%	\$6.30	\$567.00
2	MFEFOCUSEBI	INSTI STANDARD MFE FOCUS PASS EARLY BIRD PASS NO SPPT 1U+	\$775.16	100.00%	\$0.00	\$0.00
8045	EPACDE-AA	INSTI STANDARD MFE ENDPOINT PROTECTION ADV P:1 GL P+ 10001U+	\$116.55	87.00%	\$15.15	\$121,893.82
8045	EPAYKM-AA	INSTI STANDARD MFE ENDPOINT PROTECTION ADV 2YRGL P+ 10001U+	\$97.90	85.50%	\$14.20	\$114,202.80

1	PSMYFM-AB	INSTI STANDARD MFE SEC FOR MS SHAREPOINT 1YR GL P+ 1U+ Term Date: 9/28/2016 - 9/27/2017 Grant #: 7599572-NAI Serial #: 17834543 606545399	\$4,040.40	49.50%	\$2,040.40	\$2,040.40
1	PSMYFM-AB	INSTI STANDARD MFE SEC FOR MS SHAREPOINT 1YR GL P+ 1U+ Term Date: 9/28/2017 - 9/27/2018 Grant #: 7599572-NAI Serial #: 17834543 606545399	\$4,040.40	49.50%	\$2,040.40	\$2,040.40
1	PSMYFM-AB	INSTI STANDARD MFE SEC FOR MS SHAREPOINT 1YR GL P+ 1U+ Term Date: 9/28/2018 - 9/27/2019 Grant #: 7599572-NAI Serial #: 17834543 606545399	\$4,040.40	49.50%	\$2,040.40	\$2,040.40

Notes:

Net 30	\$544,080.22
Shipping	\$0.00
Quote Total (USD):	\$544,080.22
Tax Not Included	

**Payments by Credit Card will be charged an additional 3% processing fee.

**Standard payment terms for M&S Technologies, Inc. are Net-30 pending credit approval unless otherwise indicated on this quotation. All multiple Invoice Proposals are W.A.C.

** All returns subject to manufacturers terms and conditions, as well as a 25% re-stocking fee.

Customer Authorization

By execution of the signature line below, I represent that I am an authorized agent of the company and hereby agree to the terms, conditions and pricing contained in this estimate. In addition, I understand that this is a binding document that supercedes all prior verbal and written correspondence.

Authorized Agent Information

Signature of Authorized Agent: _____	Print Name: _____
Phone: _____ Ext. _____	Company DUNDS #: _____
Date: _____	

Purchasing Agent Information

Purchasing Agent (if different): _____	Print Name: _____
Phone: _____ Ext. _____	

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT/INTER-DISTRICT
TRANSFER REQUESTS TO POLLY RYON MIDDLE SCHOOL AND READING
JUNIOR HIGH SCHOOL**

A freeze has been placed for new intra-district/inter-district transfer requests at the following schools for the 2016-2017 school year: Polly Ryon Middle School and Reading Junior High School. It is noted that the freeze on the intra-district/inter-district transfers would not include:

1. A residence change to another school attendance zone after the beginning of a semester. In this situation, the student may complete the semester where he or she is currently enrolled.
2. A planned change of residence that will occur prior to the end of the first six weeks of the first semester or prior to the end of the first six weeks of the second semester. Contract documentation shall be required.
3. The student's parent or guardian is a full-time employee of the District.

Resource Person: Leslie Haack, Executive Director of Secondary Education

**INFORMATION ITEM: NEIGHBORHOOD CENTERS INC. DELIVERING
HEAD START PROGRAM SERVICES**

Neighborhood Services Inc. delivers Head Start Program Services at Powell Point Elementary School. The Head Start is a comprehensive child development program funded by the Department of Health and Human Services and serves families with young children. The agency was awarded a grant to serve approximately 755 children within the geographic boundaries of Fort Bend County. During the 2015-2016 school year Headstart served 280 children in 8 locations. There were no students served at the Powell Point location. To date, 10 children have been registered for the 2016-17 school year at the Powell Point facility.

Resource Person: Linda Lane, Interim Executive Director of Elementary Education

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF AUGUST 31, 2016)**

- Exhibit "A" gives the LCISD collections made during the month of August 31, 2016.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2015 through August 31, 2016.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2015-16 roll as compared to prior years. Through August 31, 2016, LCISD had collected 99.2 % of the 2015-16 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2015-2016.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
August 2016**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
15	\$ 314,101.53	\$ 50,142.84	\$ 61,407.36	\$ 425,651.73	\$ 235,014.14	\$ 98,924.70	\$ 79,087.39	\$ 12,625.50
14	\$ 45,472.95	\$ 11,942.85	\$ 10,428.84	\$ 67,844.64	\$ 34,023.36	\$ 19,364.61	\$ 11,449.59	\$ 3,007.08
13	\$ 20,913.38	\$ 4,127.72	\$ 3,318.18	\$ 28,359.28	\$ 15,647.62	\$ 6,406.57	\$ 5,265.76	\$ 1,039.33
12	\$ 18,102.78	\$ 854.32	\$ 850.45	\$ 19,807.55	\$ 13,544.68	\$ 1,489.66	\$ 4,558.10	\$ 215.11
11	\$ 18,980.53	\$ (122.22)	\$ 223.27	\$ 19,081.58	\$ 13,928.31	\$ 133.59	\$ 5,052.22	\$ (32.54)
10	\$ 10,644.81	\$ 438.82	\$ 424.73	\$ 11,508.36	\$ 7,957.38	\$ 752.75	\$ 2,687.43	\$ 110.80
09	\$ 263.38	\$ 227.50	\$ 94.04	\$ 584.92	\$ 211.47	\$ 276.48	\$ 51.91	\$ 45.06
08	\$ 817.64	\$ 826.67	\$ 281.97	\$ 1,926.28	\$ 649.13	\$ 938.40	\$ 168.51	\$ 170.24
07	\$ 331.58	\$ 378.94	\$ 142.11	\$ 852.63	\$ 274.93	\$ 456.32	\$ 56.65	\$ 64.73
06	\$ 151.64	\$ 192.43	\$ 68.83	\$ 412.90	\$ 130.31	\$ 234.19	\$ 21.33	\$ 27.07
05	\$ 29.83	\$ 41.45	\$ 14.25	\$ 85.53	\$ 26.36	\$ 50.88	\$ 3.47	\$ 4.82
04	\$ 270.32	\$ 406.22	\$ 135.31	\$ 811.85	\$ 238.86	\$ 494.24	\$ 31.46	\$ 47.29
01	\$ 85.97	\$ 160.78	\$ 37.01	\$ 283.76	\$ 77.47	\$ 181.90	\$ 8.50	\$ 15.89
00	\$ 81.90	\$ 162.98	\$ 36.73	\$ 281.61	\$ 72.91	\$ 181.82	\$ 8.99	\$ 17.89
99	\$ 80.69	\$ 170.26	\$ 37.64	\$ 288.59	\$ 72.91	\$ 191.49	\$ 7.78	\$ 16.41
98	\$ 78.86	\$ 175.86	\$ 38.21	\$ 292.93	\$ 72.91	\$ 200.80	\$ 5.95	\$ 13.27
97	\$ 78.86	\$ 185.32	\$ 39.63	\$ 303.81	\$ 72.91	\$ 210.96	\$ 5.95	\$ 13.99
96	\$ 77.11	\$ 190.51	\$ 40.15	\$ 307.77	\$ 70.01	\$ 213.12	\$ 7.10	\$ 17.54
95	\$ 4.67	\$ 12.05	\$ 2.51	\$ 19.23	\$ 4.42	\$ 13.92	\$ 0.25	\$ 0.64
94	\$ 6.62	\$ 17.87	\$ 3.67	\$ 28.16	\$ 6.28	\$ 20.61	\$ 0.34	\$ 0.93
93	\$ 9.66	\$ 26.49	\$ 5.20	\$ 41.35	\$ 9.23	\$ 30.51	\$ 0.43	\$ 1.18
92	\$ 8.43	\$ 24.78	\$ 4.98	\$ 38.19	\$ 8.01	\$ 28.53	\$ 0.42	\$ 1.23
91	\$ 6.18	\$ 18.91	\$ 3.76	\$ 28.85	\$ 5.79	\$ 21.47	\$ 0.39	\$ 1.20
90	\$ 4.92	\$ 15.65	\$ 3.09	\$ 23.66	\$ 4.58	\$ 17.65	\$ 0.34	\$ 1.09
Totals	\$ 430,604.24	\$ 70,619.00	\$ 77,641.92	\$ 578,865.16	\$ 322,123.98	\$ 130,835.17	\$ 108,480.26	\$ 17,425.75

**Lamar Consolidated ISD
Tax Collections
September 1, 2015-August 31, 2016
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 8/31/2016
15	\$ 173,016,529.71	\$ 6,473,810.26	\$ 179,490,339.97	\$ 178,028,557.82	\$ 806,014.21	\$ 288,484.03	\$ 179,123,056.06	\$ 1,461,782.15
14	\$ 1,578,079.69	\$ 165,920.14	\$ 1,743,999.83	\$ 1,201,705.51	\$ 181,268.68	\$ 179,198.08	\$ 1,562,172.27	\$ 542,294.32
13	\$ 759,119.83	\$ (49,699.05)	\$ 709,420.78	\$ 333,212.40	\$ 54,093.92	\$ 37,591.80	\$ 424,898.12	\$ 376,208.38
12	\$ 693,023.94	\$ (88,980.09)	\$ 604,043.85	\$ 252,058.28	\$ 22,530.89	\$ 12,633.97	\$ 287,223.14	\$ 351,985.57
11	\$ 631,556.26	\$ (92,801.08)	\$ 538,755.18	\$ 232,736.75	\$ 15,398.48	\$ 8,544.66	\$ 256,679.89	\$ 306,018.43
10	\$ 605,391.03	\$ (260,156.64)	\$ 345,234.39	\$ 105,899.20	\$ 10,285.19	\$ 6,001.69	\$ 122,186.08	\$ 239,335.19
09	\$ 581,353.50	\$ (334,284.69)	\$ 247,068.81	\$ 66,478.45	\$ 7,173.75	\$ 3,034.02	\$ 76,686.22	\$ 180,590.36
08	\$ 587,734.40	\$ (410,763.81)	\$ 176,970.59	\$ 10,362.39	\$ 7,824.09	\$ 2,663.49	\$ 20,849.97	\$ 166,608.20
07	\$ 191,892.59	\$ (1,229.81)	\$ 190,662.78	\$ 6,468.21	\$ 4,941.96	\$ 1,246.09	\$ 12,656.26	\$ 184,194.57
06	\$ 127,543.57	\$ (19,120.96)	\$ 108,422.61	\$ 8,387.98	\$ 7,381.28	\$ 2,269.92	\$ 18,039.18	\$ 100,034.63
05	\$ 142,756.89	\$ (2,177.73)	\$ 140,579.16	\$ 4,276.88	\$ 5,165.89	\$ 1,637.56	\$ 11,080.33	\$ 136,302.28
04	\$ 65,622.10	\$ (2,519.91)	\$ 63,102.19	\$ 3,464.50	\$ 4,694.46	\$ 1,458.05	\$ 9,617.01	\$ 59,637.69
03	\$ 48,382.85	\$ (884.69)	\$ 47,498.16	\$ 2,101.21	\$ 2,966.35	\$ 625.80	\$ 5,693.36	\$ 45,396.95
02	\$ 32,774.61	\$ (892.92)	\$ 31,881.69	\$ 1,116.62	\$ 1,563.10	\$ 251.31	\$ 2,931.03	\$ 30,765.07
01	\$ 30,373.59	\$ (952.43)	\$ 29,421.16	\$ 1,233.67	\$ 1,847.56	\$ 294.11	\$ 3,375.34	\$ 28,187.49
00	\$ 26,210.82	\$ (119.72)	\$ 26,091.10	\$ 1,242.47	\$ 2,040.55	\$ 333.56	\$ 3,616.58	\$ 24,848.63
99	\$ 27,765.44	\$ (102.65)	\$ 27,662.79	\$ 1,693.87	\$ 3,134.78	\$ 568.76	\$ 5,397.41	\$ 25,968.92
98	\$ 19,318.70	\$ -	\$ 19,318.70	\$ 1,796.16	\$ 3,524.43	\$ 637.20	\$ 5,957.79	\$ 17,522.54
97	\$ 17,316.46	\$ -	\$ 17,316.46	\$ 1,361.13	\$ 2,735.57	\$ 448.26	\$ 4,544.96	\$ 15,955.33
96	\$ 16,372.69	\$ (5,792.67)	\$ 10,580.02	\$ 1,827.48	\$ 3,879.08	\$ 623.31	\$ 6,329.87	\$ 8,752.54
95	\$ 8,069.69	\$ (1,671.22)	\$ 6,398.47	\$ 1,688.53	\$ 3,705.44	\$ 569.16	\$ 5,963.13	\$ 4,709.94
94	\$ 5,144.31	\$ (538.75)	\$ 4,605.56	\$ 1,073.56	\$ 2,275.27	\$ 255.10	\$ 3,603.93	\$ 3,532.00
93	\$ 2,639.02	\$ -	\$ 2,639.02	\$ 856.29	\$ 1,671.70	\$ 74.25	\$ 2,602.24	\$ 1,782.73
92	\$ 3,823.63	\$ -	\$ 3,823.63	\$ 66.00	\$ 94.70	\$ 24.10	\$ 184.80	\$ 3,757.63
91 & prior	\$ 11,266.58	\$ -	\$ 11,266.58	\$ 1,720.80	\$ 5,232.44	\$ 1,042.97	\$ 7,996.21	\$ 9,545.78
Totals	\$179,230,061.90	\$ 5,367,041.58	\$184,597,103.48	\$ 180,271,386.16	\$1,161,443.77	\$550,511.25	\$181,983,341.18	\$4,325,717.32

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
DEC	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
JAN	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
FEB	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
MAR	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
APR	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
MAY	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
JUNE	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
JULY	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
AUG	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2015-16 TAX COLLECTIONS
AS OF AUGUST 31, 2016**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 8/31/2016	% OF BUDGET COLLECTED
2015	2015-2016	\$175,920,949	\$178,028,558	101.20%
2014 & Prior	2014-15 & Prior	\$2,150,000	\$2,242,828	104.32%
TOTAL		\$178,070,949	\$180,271,386	101.24%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF AUGUST 31, 2016**

Exhibit E

SCHOOL YEAR TAX YEAR	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015
COLLECTION YEAR						
1 Orig. Levy	\$ 129,215,668	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530
1 Collections	\$ 132,086,020	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,201,706	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 165,920	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 333,212		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ (49,699)		
4 Collections	\$ 199,270	\$ 308,264	\$ 252,058			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ (88,980)			
5 Collections	\$ 268,598	\$ 232,737				
Adj. To Roll	\$ 527,967	\$ (92,801)				
6 Collections	\$ 105,899					
Adj. To Roll	\$ (260,157)					
TOTAL:						
COLLECTIONS	\$ 134,039,660	\$ 137,861,303	\$ 141,868,093	\$ 149,293,300	\$ 161,422,133	\$ 178,028,558
ADJUSTED TAX ROLL	\$ 134,278,994	\$ 138,167,321	\$ 142,220,078	\$ 149,669,509	\$ 161,964,428	\$ 179,490,340
BALANCE TO BE COLLECTED	\$ 239,334	\$ 306,018	\$ 351,985	\$ 376,208	\$ 542,294	\$ 1,461,782
ADJ. TAXABLE VALUE	\$ 9,840,533,057	\$ 9,939,737,491	\$ 10,231,292,287	\$ 10,767,203,237	\$ 11,651,697,976	\$ 12,912,509,620
TOTAL % COLLECTIONS AS OF JULY 31, 2016	99.8%	99.8%	99.8%	99.7%	99.7%	99.2%
TAX RATE	1.36455	1.39005	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

CenterPoint (Bentley Elementary)	Application # 1	\$	50,766.60
CenterPoint (Lindsey Elementary)	Application # 1	\$	2,022.00
Drymalla Construction (Lindsey Elementary)	Application # 3	\$	965,408.05
Gamma Construction (Bentley Elementary)	Application # 10	\$	1,688,188.00
Gilbane (2011 Bond Program)	Application # 52	\$	86,240.00
PBK Architects (Bentley Elementary)	Application # 9	\$	22,457.57
PBK Architects (Bentley Elementary - Reimbursables)	Application # 7	\$	11,306.25
PBK Architects (Lindsey Elementary)	Application # 6	\$	6,873.50
PBK Architects (Support Services Facility)	Application # 1	\$	14,256.00
PBK Architects (Terry HS Baseball Complex)	Application # 4	\$	7,200.00
Phil's Plumbing (Pink Elementary)	Application # 3	\$	12,800.00
Phil's Plumbing (Pink Elementary)	Application # 4	\$	7,720.00
RSI (Pink Elementary)	Application # 1	\$	750.00

Terracon (Ag Barn #2)	Application # 1	\$	4,800.00
Terracon (Bentley Elementary)	Application # 9	\$	4,387.00
Terracon (Fulshear HS)	Application # 1	\$	946.50
Terracon (Lamar Consolidated HS Band Hall)	Application # 1	\$	2,500.00
Terracon (Leaman JHS)	Application # 1	\$	631.00
Terracon (Lindsey Elementary)	Application # 3	\$	9,447.50
Terracon (Terry HS Band Hall)	Application # 1	\$	2,500.00
Winning Way Services (Lindsey Elementary)	Application # 1	\$	1,075.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE

This agenda item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicate actions that have taken place since the last regular board meeting.

Work Request Summary for August, 2016:

- The Department completed 1579 requests
- The Department received 310 requests for the month

Maintenance:

The Maintenance Department assisted by:

- Repairing a drinking fountain at Campbell Elementary
- Repairing a sink faucet in the kitchen at Briscoe Junior High
- Repairing the lights in a classroom at Bowie Elementary
- Restoring the electrical power to the computers in a portable building at Beasley Elementary
- Repairing a panic bar on the door in the field house at Foster High
- Removing a broken key from a door and replacing the key at Foster High
- Reprogramming the intercom bell schedule at Jackson Elementary and George Ranch High
- Resetting the security system at Smith Elementary
- Replacing the fire alarm system batteries at Meyer Elementary
- Repairing the basketball goal in the gym at Campbell Elementary
- Replacing the ballast in a classroom light fixture at Campbell Elementary
- Hanging a white board in a portable building at Campbell Elementary
- Replacing weather stripping on an exterior door at Dickinson Elementary
- Repairing a keyboard tray and hanging a tack board in a portable building at Hubenak Elementary
- Replacing the rope on the flag pole at Briscoe Junior High
- Replacing ceiling tiles and cutting a floor mat for an office at Brazos Crossing
- Repairing the wooden threshold to the front entrance at Brazos Crossing
- Hanging pictures throughout the school at Williams Elementary
- Installing a latch in the handicap stall in the girls restroom at Meyer Elementary
- Repainting the roadrunners in front of the school at Travis Elementary
- Filling a hole on the pool deck with concrete at the Lamar Consolidated Natatorium
- Repainting walls in the boys restroom at Travis Elementary
- Repairing keyboard trays in the computer lab at Jackson Elementary

- Installing a toilet paper dispenser and soap dispenser in the restroom at Foster High
- Installing a door stop on a door in the main office at Foster High
- Installing a door sweep to a door at Wertheimer Middle
- Installing cabinet hooks in a classroom at Jackson Elementary
- Installing a bulletin board in the assistant principals office at Beasley Elementary
- Installing a new pole and sign in the front parking lot at Austin Elementary
- Repairing a cart in the library at Beasley Elementary
- Providing PA support for the new teacher dinner at Safari Texas
- Rekeying locks throughout the school at Leaman Junior High and Fulshear High
- Replacing the fire alarm system detector device at Reading Junior High and Terry High
- Replacing a window at Lamar Consolidated High
- Hanging a banner in the gym at Foster High
- Repairing sheetrock and tiles in the boys restroom at Navarro Middle
- Repairing a light fixture in a classroom at Beasley Elementary
- Replacing a bulletin board with a white board in a classroom at Beasley Elementary
- Replacing floor tiles at Velasquez Elementary and Austin Elementary
- Repairing a teacher's desk at George Junior High
- Installing window blinds in a classroom at Bowie Elementary
- Replacing ceiling tiles in multiple rooms at Brazos Crossing
- Repairing a wall in the hallway at George Junior High
- Tightening toilet seats and replacing coat hooks in the boys restroom at George Ranch High
- Hanging bulletin boards in the front office at Wessendorff Middle
- Installing steps to the portable buildings at Beasley Elementary
- Repairing a bookshelf at Austin Elementary
- Repairing dragging doors throughout the school at George Junior High
- Removing the projector screen from the cafeteria at Smith Elementary
- Painting an office at Travis Elementary
- Hanging letter holders and pictures in an office at Brazos Crossing
- Replacing light bulbs in an office at Brazos Crossing
- Repairing the leaking shower in the girls dressing room at Navarro Middle
- Repairing the thermostatic tempering valve in the girls locker room at Foster High
- Repairing light fixtures in the gym at Lamar Junior High
- Reprogramming the intercom system bell schedule at Briscoe Junior High, Wertheimer Middle, and McNeill Elementary
- Replacing the fire alarm system detector device at Williams Elementary
- Installing a new door sweep on the door to the pool at the Natatorium
- Installing partitions in a classroom at Project Learn
- Performing bi annual AED inspections at multiple campuses throughout the District
- Hanging a white board in the conference room in the main office at Terry High

- Installing signs in the front parking lot at Adolphus Elementary
- Power washing the front of the school and the court yard at Smith Elementary
- Inspecting the doors throughout the school at Smith Elementary
- Painting parking lines and the handicap ramp in front of the school at Campbell Elementary
- Re-anchoring the lane rope wall pegs to the wall at the Natatorium
- Repainting the fire lane and yellow lines at the bus ramp at Dickinson Elementary
- Cleaning a/c vents and replacing bulbs in the main hallway at Pink Elementary
- Mounting wall cabinets in classrooms throughout the school at Foster High
- Securing a whiteboard to the wall in a classroom at Austin Elementary

Energy Management

Energy assisted by:

- Continuing with the installation of the JCI controls upgrade
- Reviewing and approving events for the school year
- Providing portable coolers to assist the rooftop units at Navarro Middle
- Continuing to track cost and usage of utilities district-wide
- Meeting with Siemens to review our current HVAC control system
- Reviewing and approving events for the upcoming school year
- Presenting at the coach's in-service
- Adjusting HVAC schedules for returning teachers
- Scheduling Saturday workdays for teachers
- Monitoring inside and outside temperatures to insure proper operation of our HVAC equipment
- Completing the computer drops for the food service kitchens
- Preparing the presentation for the coach's in service at Lamar Consolidated High
- Preparing the electricity report for the BOT meeting
- Preparing utility costs analysis for the Lamar Consolidated Natatorium
- Assisting the City of Rosenberg in inspecting the irrigation system on the athletic fields at Terry High

Custodial, Integrated Pest Control and Lawn Works:

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Setting up chairs in the cafeteria and gym for orientation at Hubenak Elementary
- Cleaning the bleachers, locker rooms, press box and restrooms before and after the football games at Traylor Stadium
- Relocating furniture from the school to the portable buildings at Pink Elementary, Smith Elementary, and Lamar Junior High
- Cleaning after the tournament held at Foster High

- Completing the final cleaning of the school as new staff was brought in at Leaman Junior High
- Burnishing floors at multiple schools district-wide
- Rearranging classrooms throughout the school at Thomas Elementary
- Relocating furniture from the portables to inside the school at Huggins Elementary
- Polishing floors at Travis Elementary
- Stripping and recoating the gym floors for paint touch up at Bowie Elementary
- Cleaning the school for meet the teacher at Taylor Ray Elementary
- Cleaning the school for meet the teacher at Beasley Elementary
- Scrubbing and applying floor finish to the floors at Fulshear High
- Extracting carpets in the office at George Junior High
- Relocating furniture throughout the school at Reading Junior High
- Setting up for teacher orientation at Velasquez Elementary
- Completing the refinishing of floors at Campbell Elementary and Jackson Elementary
- Deep scrubbing and recoating the stage at Bowie Elementary
- Completing the deep scrubbing of the portable buildings at Huggins Elementary
- Relocating furniture throughout the school at Leaman Junior High
- Extracting carpets and applying floor finish at 1621 Place
- Cleaning and prepping the new portable buildings at Hubenak Elementary
- Assisting teachers with preparing the classrooms for the beginning of school district-wide
- Deep cleaning the gym and dressing rooms at Ryon Middle
- Recoating the floors in the teacher's lounge and the hallway at Ryon Middle
- Thoroughly cleaning and rearranging furniture in the portable buildings at Williams Elementary
- Delivering and setting up equipment at Fulshear High and Leaman Junior High
- Stripping and refinishing the floors in the cafeteria at Bowie Elementary
- Stripping and refinishing the floors at both Transportation buildings
- Finishing the floors in the hallways at Jackson Elementary
- Refinishing the floors in the main offices at Huggins Elementary
- Stripping and refinishing the cafeteria floors at Beasley Elementary
- Extracting the carpet in the library at Smith Elementary
- Deep scrubbing and refinishing the floors in the field house at Terry High
- Applying ant treatment on the playgrounds district-wide
- Removing wasps from multiple schools throughout the District
- Providing rodent control at Lamar Consolidated High
- Assisting the Bug Man in providing pest control throughout the District
- Mowing at campuses district-wide
- Picking up tables from Smith Elementary and Austin Elementary
- Installing a fence around the water plant at Wertheimer Middle
- Overseeing the installation of the flower bed at Huggins Elementary
- Installing a fence at Jackson Elementary and Smith Elementary

- Delivering kiddie cushion to Velasquez Elementary
- Trimming trees at Terry High and Huggins Elementary
- Overseeing the toy installation at Thomas Elementary
- Delivering tables to Frost Elementary, Austin Elementary, Travis Elementary and Foster High
- Unloading a greenhouse off a truck at Distribution

Resources: Kevin McKeever, Administrator for Operations
Aaron Morgan, Director of Maintenance & Operations (Region 4)
Hector Gomez, Assistant Director of Operations
James Carrillo, Assistant Director (Region 4)



**11.B.#4a. – PLANNING
BOARD REPORT
SEPTEMBER 15, 2016**

**Monthly Report
2011 Bond Program**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
NEW FACILITIES	195,237,324.00	11,146,064.96	10,697,952.76	173,393,306.28
EXISTING FACILITIES	23,724,459.00	146,331.95	4,765,324.62	18,812,645.67
LAND	2,918,653.00	1,600.00	294.19	2,916,758.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	124,158.25	2,358,577.31	3,683,328.51
MISCELLANEOUS	-	-	-	-
TOTAL	<u>249,149,215.00</u>	<u>11,418,155.16</u>	<u>18,659,053.88</u>	<u>204,069,913.27</u>

Current 2011 Bond Program Projects:



Fulshear HS



Dean Leaman JHS



Field House



Competition Football Field

Churchill Fulshear (Jr.) HS, Dean Leaman JHS, & Sitework:

(Refer to Design Development booklet for floor plans)

- ❖ Substantial completion issued July 1, 2016.
- ❖ Final punch list items have been completed.
- ❖ Fire Marshall and Health Department final inspections are complete and accepted.
- ❖ Security cameras are operational and monitored.
- ❖ Furniture is assembled and in place.
- ❖ Track surfacing is complete.
- ❖ Competition football field is sodded, scoreboard, goal post, bleachers, and press box all installed.
- ❖ Tennis court surfacing is complete. Netting is installed.
- ❖ Baseball competition fencing is complete; bleachers and press box are installed.
- ❖ Baseball field netting is installed.
- ❖ Site sodding is complete. Hydro mulch is complete. A second coat was applied to cover areas that did not grow in per contract specifications.
- ❖ Parking and fire lane striping is complete. The parking lot space numbering is all that remains.
- ❖ Bois D'Arc Road has been inspected and documents have been submitted to the city.
- ❖ Detention pond work is complete.

Fieldhouse

- ❖ Weight room floors are complete.
- ❖ All lockers are installed.
- ❖ Restroom partitions and accessories are complete.

Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400 sf field house, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts, and band practice areas.



Ag Barn #2 is a new 15,600 sf facility located on FM 359.

New AG Barn #2:

- ❖ Proposals from five contractors were received on July 26, 2016. BLS Construction was approved by the Board at the regular August meeting
- ❖ Contracts, bonds and insurance have been submitted for approval. A pre-construction conference was held with Gilbane, VLK, and BLS Construction on August 29, 2016.
- ❖ Plans have been submitted and approved by FBC Fire Marshall.
- ❖ Plans have been submitted and approved by FBC Drainage District.
- ❖ Plans have been submitted and approved by TxDOT.
- ❖ Plans have been submitted and approved by FBC MUD No. 142. However, approval letter is pending receipt of plan review fee.
- ❖ Plans have been submitted to FBC Engineering. All comments have been addressed but FBC Engineering will not approve the plans until the “Declaration of Maintenance Covenant and Easement for Storm Water Detention” has been recorded. This item is on the September Board agenda for approval.
- ❖ The plat has been approved and signed by the City of Houston. Placement on the Commissioner’s Court agenda is pending approval by FBC Engineering.



Adolphus Elementary

2011 Bond Closed Projects:

Adolphus Elementary

New 90,700 sf elementary school located in Longmeadow Farms Subdivision in Richmond, TX. The campus includes 42 classrooms with promethean boards, gymnasium with stage, music room, library, play areas, teacher and visitor parking, and separate bus drop off areas.

Uncommitted funds as of July 1, 2016: \$968,368.51



Ag Barn renovations

Agricultural Barn Renovations

The renovation included adding a new 10' canopy around $\frac{3}{4}$ of the building, added ventilation fans, new men and women restroom facilities, an interior storage room, grading and drainage work around the building perimeter, new electronic gate software, additional security cameras, and new tarps for all of the animal pens.

Uncommitted funds as of July 1, 2016: \$59,322.73



George Ranch HS Shell Build-Out

George Ranch High School Build-Out

The project included the build-out of 14 standard classrooms and 4 science labs inside the existing high school building.

Uncommitted funds as of July 1, 2016: \$1,000,871.28



Polly Ryon Middle School

Polly Ryon Middle School

The project included a new 80,000 sf middle school campus located on the existing George Ranch HS complex in Richmond, TX. The facility includes 22 classrooms with SMART board technology, a cafeteria with performance stage, library, 5 science labs, dedicated fine arts rooms, visitor and staff parking, and separate bus drop off areas.

Uncommitted funds as of July 1, 2016: \$1,083,368.69

Traylor Stadium Track & Turf

The project included the replacement of the turf and subgrade for the competition football field, as well as installation of a new track surface.

Uncommitted funds as of June 1, 2015: \$0.00



Traylor Stadium Track & Turf

District Competition Natatorium

The District Natatorium is a new 36,000 sf competition swimming facility with an eight lane heated pool, diving well, weight room, classrooms, offices, spectator seating, and judges stands. The complex is located adjacent to Traylor Stadium in Rosenberg, TX.

Uncommitted funds as of July 1, 2016: \$471,474.05



BF Terry High School

George Junior High School



Lamar High School



Bowie Elementary School



Jackson Elementary School

Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

Terry High School (Rosenberg, TX): Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include to new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors and an added classroom; remodel of the existing Ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.

Uncommitted funds as of July 1, 2016: \$600,993.12

George Junior High School (Rosenberg, TX): Renovations included new paint and graphics in both gyms and floor resurfacing in the competition gym; chilled water piping was replaced throughout the school; remodel of the existing Ag shop, storage and office areas; additional security cameras were added and homeland security locksets were added to all classrooms. Additional project upgrades included floor resurfacing and repair in the competition gymnasium.

Uncommitted funds as of July 1, 2016: \$423,579.04

Lamar High School (Rosenberg, TX): Renovations to the CTE areas of the school included relocation of exhaust systems in the existing Auto-tech shop; outfitting of lifts and exhaust for a future Auto-tech shop expansion; repair and painting of the exterior yard vehicle canopy and fenced enclosure; new electronic gate for vehicle storage area; new exhaust hood system in the Ag shop and installation of an integrated oxygen/acetylene manifold system.

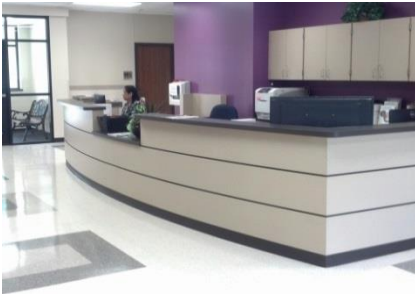
Uncommitted funds as of July 1, 2016: \$13,575.35

Bowie Elementary School (Rosenberg, TX): Renovations included replacement or modification of existing classroom casework; new classroom doors; a new sidewalk from the school to Ruby Street; ceiling tile replacement; grading and drainage work and all classrooms received homeland security locksets.

Uncommitted funds as of July 1, 2016: \$184,453.45

Jackson Elementary School (Rosenberg, TX): Renovations included a 470 sf kitchen addition with an office, laundry and restrooms; all flooring was replaced in the hallways with ceramic or vinyl tile; an additional canopy was installed outside the gymnasium; restrooms were renovated to remove trough urinals; various HVAC equipment was replaced; library doors were replaced and all classrooms received homeland security locksets. Additional project upgrades included new HVAC controls for the entire school.

Uncommitted funds as of July 1, 2016: \$658,591.95



Alternative Learning Center

Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES & Travis ES, --Closeout of the project is expected in January, 2015.

Alternative Learning Center (Rosenberg, TX): The project included a 2,770 sf addition for administrative offices, inspection, security and a clinic, as well as renovations to existing student restrooms, conversion of old offices to computer lab and conference areas, and ventilation, exhaust and new wood storage for the Ag shop.

Uncommitted funds as of July 1, 2016: \$20,652.94



Austin Elementary School

Austin Elementary School (Richmond, TX): The project included replacement of all air handlers; remodel of life skills storage area into a restroom; enclosure of existing mop sinks in mechanical rooms and removal/replacement of sidewalks around the perimeter of the building to address drainage issues.

Uncommitted funds as of July 1, 2016: \$131,466.50



Foster High School

Foster High School (Richmond, TX): Renovations to the Ag shop included additional welding stations with exhaust hoods, a new exterior canopy, covered material storage areas and installation of an integrated oxygen/acetylene manifold system.

Uncommitted funds as of July 1, 2016: \$59,641.00

Lamar High School (Rosenberg, TX): This project included replacement of two existing cooling towers at the Central plant serving the high school and junior high, as well as replacement of the boiler in the Lamar HS Fieldhouse.

Uncommitted funds as of July 1, 2016: \$13,575.35



Lamar High School

Travis Elementary School (Rosenberg, TX): The project included a new parent drop-off drive and canopy along Avenue K; a new staff parking lot at the rear of the school; boiler replacement and tie in of a chilled water loop for the HVAC system.

Uncommitted funds as of July 1, 2016: \$29,923.47

Beasley Elementary School (Beasley, TX): The project included the replacement of all air handlers in the building that had reached the end of their life cycle. (no photo)

Uncommitted funds as of July 1, 2016: \$18,379.72



Travis Elementary School

Lamar Junior High School (Rosenberg, TX): The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

Uncommitted funds as of July 1, 2016: \$19,602.13

Taylor Ray Elementary School (Rosenberg, TX): Renovations consisted of the replacement of student restroom exhaust fans that had reached the end of their life cycle. (no photo)

Uncommitted funds as of July 1, 2016: \$16,764.57



Arredondo Elementary School

Arredondo Elementary School (Richmond TX):

A new 12 acre campus consisting of an 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX
Uncommitted funds as of July 1, 2016: 1,668,190.94



Traylor Stadium

The Traylor Stadium:

This project included demolition of existing concession and restroom facilities, as well as the construction of a new long jump area and 3 new restroom/concession and ticket booth buildings to serve the stadium. New fencing was installed and parking was reconfigured and striped.
Uncommitted funds as of July 1, 2016: \$521,731.17



Meyer Elementary

Miscellaneous Renovations (2015) to Campbell ES, Frost ES, Pink ES, Meyer ES, Dickinson ES, Williams ES, Smith ES, Navarro MS, Wessendorff MS & Seguin Early Childhood Center:

Campbell Elementary School (Sugar Land, TX) – Provided web-based HVAC Controls Uncommitted funds as of July 1, 2016:\$7,342.99

Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of July 1, 2016:\$ 11,091.00

Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of July 1, 2016: \$7,743.00



Navarro MS

Meyer Elementary School (Richmond, TX) – Replaced existing electric drinking fountain with manual drinking fountain. Replaced existing boiler. Renovated an existing set of restrooms to meet ADA standards. Installed new canopy adjacent to existing canopy. Uncommitted funds as of July 1, 2016: \$29,019.00

Dickinson Elementary School (Sugar Land, TX) – Installed new handicap accessible sink and free standing utility sink in art room. Replaced existing electric drinking fountain with manual drinking fountain. Replaced and relocated electric water heaters. Replaced existing boiler. Uncommitted funds as of July 1, 2016:\$21,698.57



Dickinson Elementary

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting. Uncommitted funds as of July 1, 2016: \$247,843.00

Smith Elementary School (Rosenberg, TX) – Replaced existing boiler.

Navarro Middle School (Rosenberg, TX) – Replaced existing drainage area to resolve parking lot flooding. Installed new drive. Installed new wall pack lighting. Uncommitted funds as of July 1, 2016: \$33,513.01

Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler. Uncommitted funds as of July 1, 2016: \$6,580.82



Seguin Early Childhood Center

*Seguin Early Childhood Center (Richmond, TX) – Installed new parking lot and canopy to provide safe drop-off area. Replaced existing electric drinking fountain with manual drinking fountain. Replaced windows in office and classroom areas. **Uncommitted funds as of July 1, 2016:\$53,371.11***

District Map and Directory

www.lcisd.org

HIGH SCHOOLS

- 1 Foster High School 832-223-3800
- 2 George Ranch High School 832-223-4200
- 3 Lamar Consolidated High School 832-223-3000
- 4 Terry High School 832-223-3400

JUNIOR HIGH SCHOOLS

- 5 Briscoe Junior High 832-223-4000
- 6 George Junior High 832-223-3600
- 7 Lamar Junior High 832-223-3200
- 8 Reading Junior High 832-223-4400

MIDDLE SCHOOLS

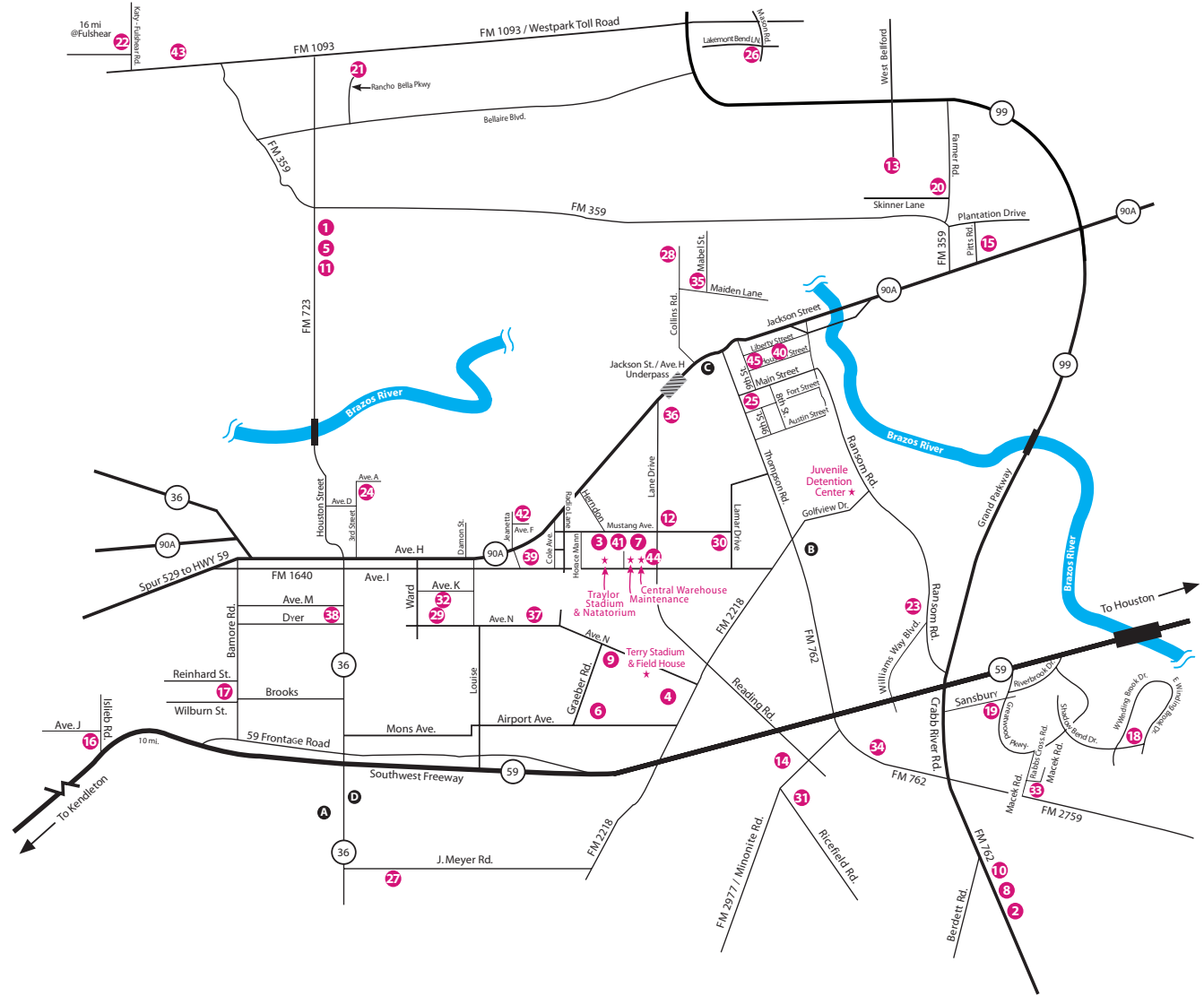
- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

ELEMENTARY SCHOOLS

- 13 Adolphus Elementary 832-223-4700
- 14 Arredondo Elementary 832-223-4800
- 15 Austin Elementary 832-223-1000
- 16 Beasley Elementary 832-223-1100
- 17 Bowie Elementary 832-223-1200
- 18 Campbell Elementary 832-223-1300
- 19 Dickinson Elementary 832-223-1400
- 20 Frost Elementary 832-223-1500
- 21 Hubenak Elementary 832-223-2900
- 22 Huggins Elementary 832-223-1600
- 23 Hutchison Elementary 832-223-1700
- 24 Jackson Elementary 832-223-1800
- 25 Long Elementary 832-223-1900
- 26 McNeil Elementary 832-223-2800
- 27 Meyer Elementary 832-223-2000
- 28 Pink Elementary 832-223-2100
- 29 Ray Elementary 832-223-2400
- 30 Smith Elementary 832-223-2300
- 31 Thomas Elementary 832-223-4600
- 32 Travis Elementary 832-223-2500
- 33 Velasquez Elementary 832-223-2600
- 34 Williams Elementary 832-223-2700

DISTRICT FACILITIES/SPECIAL SITES

- 35 Seguin ECC 832-223-2200
- 36 1621 Place 832-223-0950
- 37 Administrative Annex 832-223-0000
- 38 Alternative Learning Center 832-223-0900
- 39 Brazos Crossing Admin Building 832-223-0000
- 40 Common Threads 832-223-0342
- 41 Development Center 832-223-0000
- 42 Fort Bend Alternative School 281-239-3431
- 43 Fulshear Transportation Center 832-223-0551
- 44 Rosenberg Transportation Center 832-223-0289
- 45 Special Needs Center 832-223-0960



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	0.00	800,000.00	0.00	800,000.00
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	19,638,177.98	2,371,877.02	9,414,627.69	22,010,055.00
Chiller Replacement	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	19,753,367.00	4,017,494.00	2,843,828.78	23,770,861.00
Elementary 26	24,959,404.00	1,002,386.00	23,957,018.00	561,274.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	48,000.00	942,000.00	41,539.00	990,000.00
Huggins Elementary School	700,000.00	22,210.00	677,790.00	8,560.00	700,000.00
HVAC Web Controls	1,056,000.00	54,000.00	1,002,000.00	23,145.00	1,056,000.00
LCHS Band Hall	700,000.00	36,830.00	663,170.00	36,830.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	527,728.00	528,272.00	462,893.00	1,056,000.00
Practice Pool - Foster High School	8,855,872.00	930,598.00	7,925,274.00	44,400.00	8,855,872.00
Practice Pool - Fulshear High School	8,855,872.00	751,848.00	8,104,024.00	44,400.00	8,855,872.00
Practice Pool - George Ranch High School	8,855,872.00	751,748.00	8,104,124.00	44,818.00	8,855,872.00
Support Services Center	12,146,000.00	1,186,930.00	10,986,070.00	574,761.00	12,146,000.00
THS Band Hall	700,000.00	37,310.00	662,690.00	37,060.00	700,000.00
THS Baseball	975,000.00	108,830.00	866,170.00	62,980.00	975,000.00
Sub Total - Bond Sale 1	117,670,936.00	44,879,212.98	72,818,723.02	14,230,366.47	116,870,936.00
Bond Sale 2					
Elementary 27	24,959,404.00	1,002,385.00	23,957,019.00	0.00	24,959,404.00
Elementary 28	26,207,374.00	1,002,385.00	25,204,989.00	0.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	179,026.00	3,670,051.00	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,266,496.00	77,878,602.00	0.00	81,145,098.00
Grand Total	198,816,034.00	48,145,708.98	150,697,325.02	14,230,366.47	198,016,034.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Managers for the 2014 Bond Program for Lamar CISD. In this role, we provide leadership for managing individual projects, and interface with architects and contractors. We are the liaison between LCISD Administration, Departments and Schools to coordinate all activities necessary to successfully complete each project.

We also provide program wide oversight and look for efficiencies, cost reduction and quality assurance opportunities.

Accomplishments This Month:

- Completed topping slab concrete pours at Bentley Elementary School
- Awarded Huggins Elementary School driveway improvements
- Completed Schematic Design of the practice pools
- Started Design of the new Roberts Middle School

CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



Lamar ISD Elementary School #24

Image # 9
Date: 08.26.2016
Rev: 888.542.0231

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: October 16, 2015
- Projected Completion: December 19, 2016

OVERVIEW

- Roof panel placement is 95% complete.
- Topping slabs are 100% complete in all areas.
- Metal stud exterior framing is 90% complete and wall sheathing is 75% complete.
- Placing of CMU walls is 50% complete in the gymnasium/cafeteria area B.
- Ductwork installation, fire sprinklers, plumbing piping and electrical conduit is nearing completion in areas A, B, and C.
- FM 359 road and signal improvements have been approved by TxDOT and permit has been issued for construction.
- As of 8/31/16, the construction contract is approximately 55% complete.

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



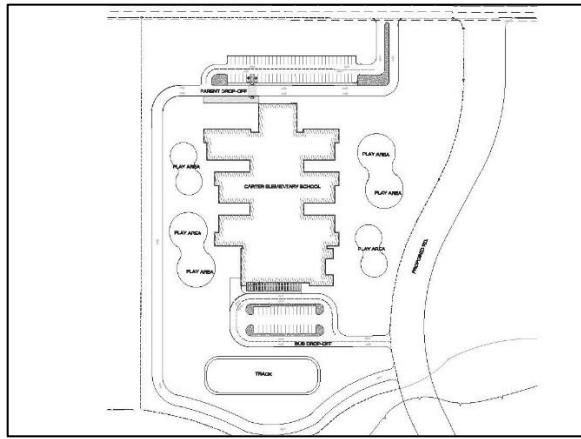
OVERVIEW

- Submittals are approximately 50% complete.
- Approximately 60% of the grade beams are in place.
- Underground utilities are approximately 95% complete.
- Site grading is 100% complete.
- Site driveway paving is approximately 25% complete.
- As of 8/31/16 the construction contract is 14% complete.

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017

NEW CARTER ELEMENTARY SCHOOL #26



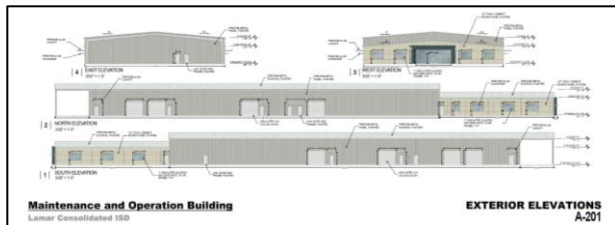
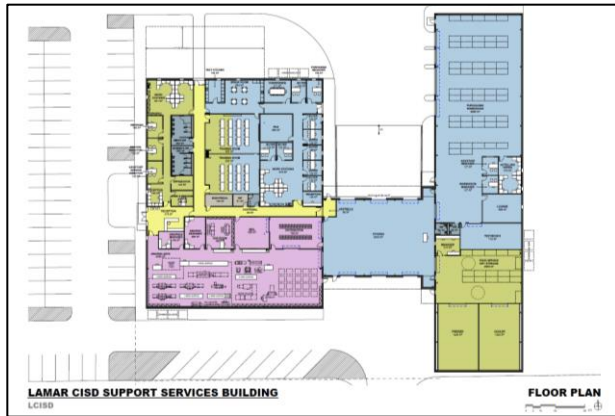
SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: Third Quarter 2018

OVERVIEW

- The Schematic Design has been finalized and will be presented to the Board of Trustees for approval at their September meeting.
- The District is in the process of securing a site for the new Carter Elementary School. A preliminary site plan has been developed for further study.
- Design Development is the next phase of the project to develop the mechanical, electrical and structural systems of the building.
- The site will be designed for parking, driveways and utilities in the next phase.

SUPPORT SERVICES CENTER



The Support Services facility project will provide space to expand Purchasing & Materials Management, Food Service Support, Maintenance & Operations and Graphic Arts



OVERVIEW

- The property has been submitted for platting.
- Surveys and geotechnical studies have been initiated.
- Final design reviews have been completed.
- An estimate of probable construction cost is being prepared.
- Floor and site plans have been developed and approved.

Phase 1

- Maintenance and Operations will be constructed on the new site.

Phase 2

- Existing structures currently housing M&O, Purchasing, and Food Service will be renovated. A new dock area and enclosed link will be constructed between the two existing buildings enhancing access and providing additional parking for the football stadium.

PRACTICE POOLS
Foster High School
Fulshear High School
George Ranch High School



Foster High School



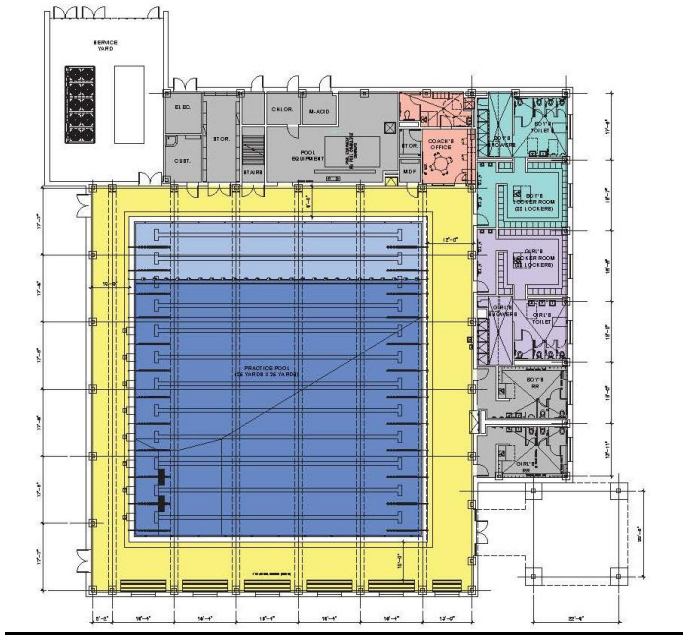
Fulshear High School



George Ranch High School

SCHEDULE MILESTONES

- Current Phase: Schematic Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: 3rd Quarter 2018



OVERVIEW

- The Schematic Design was approved by the Board of Trustees at their August meeting.
- Design Development is currently underway to develop the mechanical, electrical and structural systems of the building
- Geotechnical borings have been scheduled and will be used as the basis of design for the building foundations.

BASEBALL COMPLEX RENOVATIONS

Terry High School



OVERVIEW

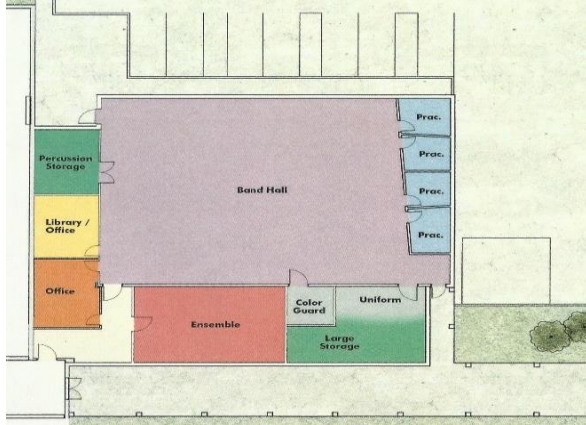
- Bids for the Phase 1 Scope for construction of baseball and softball dugouts, softball bullpen, and baseball and softball masonry backstop with netting were received in August exceeding the budget for that work.
- Phase 1 will be combined with Phase 2 and issued for bids in the near future as a combined project.

SCHEDULE MILESTONES

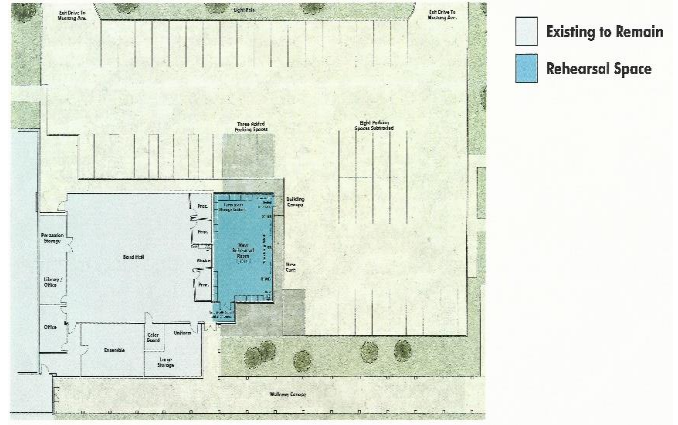
- Current Phase: Bidding
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

BAND HALL EXPANSION

Lamar Consolidated High School

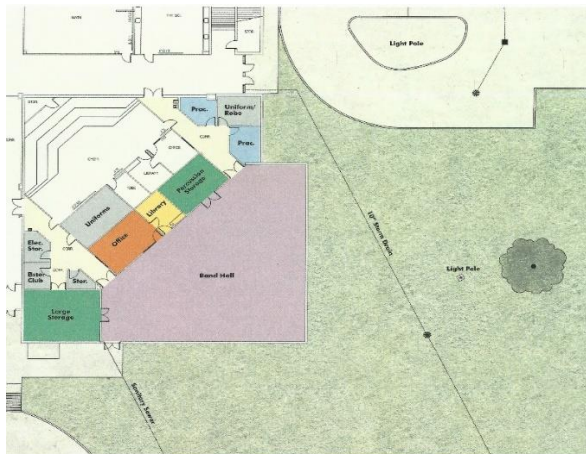


Existing Band Room

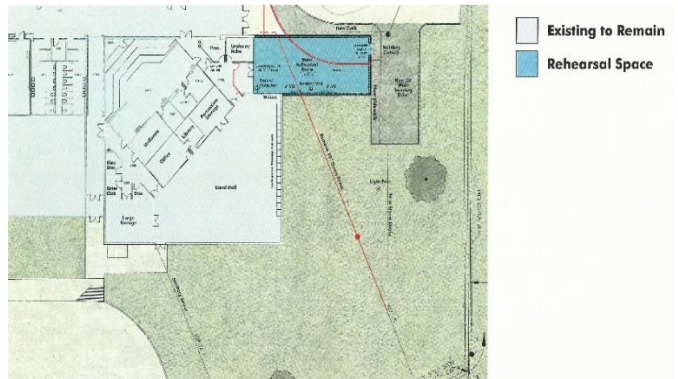


New Rehearsal Hall Addition

Terry High School



Existing Band Room



New Rehearsal Hall Addition

SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

OVERVIEW

- A new Rehearsal Hall is planned to be constructed on each campus.
- The layout of the building additions has been finalized.
- Design Development and budget requirements are being finalized.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



OVERVIEW

- Plan is to add a new water well and storage tank to provide sufficient capacity for the 3 school campus.
- Record documents of the current piping layout have been located and will be used to plan the connections of the new system.

SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

HVAC WEB-BASED CONTROLS



OVERVIEW

- Engineers are defining the scope of work for the web-based controls project.
- 8 schools changing from dial-up modem to web-based controls.
- Will require changing of control modules throughout schools.

SCHEDULE MILESTONES

- Current Phase: Programming
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

CHILLER REPLACEMENT



OVERVIEW

- Design Development of the chiller replacement at 6 schools is nearing completion.
- Engineers are completing the scope of work for the chiller replacement project.

SCHEDULE MILESTONES

- Current Phase: Programming
 - Construction Start: 1st Quarter 2017
 - Construction Completion: 2nd Quarter 2017
-

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 2**
 - a. **Elementary #28**
 - b. **Fulshear 6th Grade School**
 - c. **Fulshear Shell Space Build-Out**

COMPLETED PROJECTS

Foster High School Baseball Scoreboard Completed March 2016

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

During the month of August, the following changes were made:

Trainees hired:	2
Full time drivers hired:	11
Bus aides hired:	6

As of the date of this report, we have:

Total Drivers in Training	2
Waiting on skills test	5

Hiring Incentive Paid:	Employee	Referrer
Initial	5	1
Six Months	0	0

Our biggest challenge in hiring drivers is the CDL testing process with DPS. Federal regulations changing the licensing and testing process were put in place ten years ago, and the deadline for implementing those procedures was in 2013. Full implementation has not yet taken place, but will in October. At that point, the licensing process will become even more stringent, and the time required to schedule a driving test will increase by a factor of four. The number of CDL licensing stations in the state has been reduced to just 25. Even with a DPS mega center and CDL testing facility here in Rosenberg, we are travelling as far away as Hearne to allow our trainees to test.

ACCIDENTS:

The department had 7 on the road accidents in August.

Date	Bus #	Track	Preventable	Action
160815	428	Goliad St.	Hit portable basketball goal	Preventable
160822	193	Briscoe Campus	Backed into another bus parking inside the ag fence	Preventable
160823	2	FM 1093 near Cross Creek	Hit by another vehicle	Non
160823	256	River Road	Backed into a mailbox	Preventable
160823	281	FM762 in front of Polly Ryon	Hit in the rear	Non
160823	406	FM762 and Crabb River Rd	Hit in the rear	Non
160824	29	FM762	Hit in the rear	Non

FIELD TRIPS:

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	166	6,694	0	1,838	259
Fulshear	39	2,341	0	405	0

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of 11 breakdowns where the bus needed attention or replacement on the road.

Fuel Usage (gallons)	Rosenberg	Fulshear
Diesel	14,196	7,817
Unleaded	6,640	578

ROUTING AND SCHEDULING:

We have the following routes in operation at the present time

Track	AM / PM Routes	Mid-day Routes
Blue	29	4
Red	45	9
Gold	36	6
Maroon	45	8
Purple	16	4
Special Needs	36	24
Contracted with ALC	7 routes	13 students

Six routes were added in the Foster track to transport those students who were upper classmen or grandfathered at Foster. All of the Foster and Fulshear track routes were split this year so that grades 6-8 and 9-12 ride on separate buses.

We currently have 150 students designated as homeless that we are transporting. 62 of those are from schools affected by the flood.

TRAINING AND OTHER EVENTS:

The department participated in the following in-service and training sessions:

Aug 1	Support Services Joint In-service
Aug 9	Transportation Department In-service
Aug 10	Special Needs Driver and Aide Training
Aug 11	Field Trip Driver Training
Aug 15	Pre Running of all routes

Regular route drivers attended “Meet the Teacher” nights at all elementary campuses to meet parents and students and share route related information.

STUDENT DISCIPLINE:

A total of 29 discipline reports were issued in August.

Resource Persons: Kevin McKeever, Administrator for Operations
 Mike Jones, Director of Transportation

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

PLACEMENT OF ADDITIONAL SIX (6) FOOT FENCE:

The M&O Department has completed gathering information for the installation of new six (6) foot galvanized fence. Proposals were received August 31, 2016 and on the agenda this month for approval. The amount for this project is \$419,042. The schools listed below will receive additional fence upon approval.

Beasley Elementary	1,390 ft
Bowie Elementary	1,776 ft + panic gates
Campbell Elementary	1,845 ft
Hubenak Elementary	490 ft + panic gates
Huggins Elementary	645 ft
McNeill Elementary	1,600 ft + panic gates
Meyer Elementary	1,535 ft + panic gates
Pink Elementary	1,570 ft.
Thomas Elementary	30 ft + panic gates
Velasquez Elementary	395 ft
Williams Elementary	1,755 ft

PARKING LOT LIGHTING RETROFIT:

Maintenance and Operations with the assistance of the Purchasing Department has determined that this project has time and will best benefit the District to postpone the Competitive Sealed Proposals (CSP) and advertise after the first of the year. This bid process was stopped and will not be brought forward at this time. The SCORE rebates are currently unavailable and could be very significant. For this reason the project will be revisited to insure eligibility with the SCORE Program. VANIR Rice & Gardner, A Joint Venture is looking at providing management services for this project. We are currently looking at proposals from the approved engineering firms to provide services for this project.

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: UPDATE ON HB 4

BACKGROUND:

Authorized by House Bill 4, and General Appropriations Act, Article IX, Sec. 18.32, 84th Texas Legislature, 2015, TEA issued a Request for Applications for grants that would support high quality prekindergarten programs. The grant deadline was April 8, 2016; Lamar CISD applied for and received a grant to support the existing prekindergarten program.

Status:

The Notice of Grant Approval (NOGA) has been received at this time, and initiation of grant activities within the assurances and boundaries of the grant have begun. The Lamar CISD grant application includes the following:

1. Consultants to provide high quality staff development for Pre K teachers during staff development days and afterschool, online webinars, conference attendance, and materials for book studies.
2. Supplemental resources that support and align to the 10 domains specified in Pre K Guidelines.
3. Purchase of online early childhood software that aligns to the Pre K guidelines.
4. Purchase of parent education resources in various languages and website subscriptions such as Ready Rosie.
5. The hiring of Early Childhood Facilitators that provide teacher and parent education trainings.
6. Certified staff or paraprofessional to provide additional support in fine arts, physical development, and language and communications.
7. Funding for student experiences to local educationally appropriate activities and sites; consultants to provide fine arts experiences such as plays, musical shows and scientific activities.
8. The refinement of the district curriculum to address all domains and integrate the resources purchased with the grant funds.

Resource persons: Valerie Vogt, Academic Administrator
Gloria Stewart, Director of Early Childhood Programs/ESL/LOTE