

### REGULAR BOARD MEETING

Thursday, May 18, 2017

7:00 PM

# LAMAR CISD BOARD OF TRUSTEES REGULAR BOARD MEETING BRAZOS CROSSING ADMINISTRATION BUILDING

### 3911 AVENUE I, ROSENBERG, TEXAS MAY 18, 2017

### 7:00 PM

### **AGENDA**

1. (	Call to order and establishment of a quorum	
2. (	Opening of meeting	
3. F	Recognitions/awards	
A	A. MathCON Gold Medal	
Е	3. Valedictorians and Salutatorians	
4. I	Introductions	
5. <i>A</i>	Audience to patrons	
6. <i>A</i>	Approval of minutes	
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E	3. Information for immediate attention	
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	c. Terry High School SkillsUSA	25
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6. Consider approval of purchase agreement for TASB Energy Cooperative Member Purchasers Fixes-Rate Transportation Fuel Program	61
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11.	CI	LOSED 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)	
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		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
- c. Consideration and possible approval of settlement in connection with OCR Complaint No. 01661539

RECONVENE IN OPEN SESSION

Action on Closed Session Items Future Agenda Items Upcoming Meetings and Events

ADJOURNMENT: (	Time
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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 12th day of May 2017 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

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 18<sup>th</sup> day of April 2017, 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
Kathryn Kaminski Vice President
Kay Danziger Secretary
Anna Gonzales Member
Tyson Harrell Member
Melisa Roberts Member

### **Members Absent:**

Frank Torres Member

#### Others Present:

Thomas Randle Superintendent

Kevin McKeever Administrator for Operations
Jill Ludwig Chief Financial Officer

Linda Lane 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

### BUSINESS TRANSACTED

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

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### 2. <u>Discussion of April 20<sup>th</sup> Regular Board Meeting Agenda Items</u>

The Board reviewed the April 20th Regular Board Meeting agenda items.

### 10. ACTION ITEMS

### 10. B GOAL: PLANNING

### 10. B-6 Consider approval of independent auditors for the 2016-2017 school year

Mr. Steenbergen asked how much has the rate increased since 2009-2010, he wanted to know the initial cost. Ms. Ludwig said they typically hold their fees steady unless there are changes in the law. Ms. Reynolds said originally it was approximately \$61,000.

### 10. B-7 Consider approval of Instructional Materials Allotment and TEKS Certification

Mr. Steenbergen asked what this was. Ms. Leach said it is a requirement by TEA to ensure all the TEKS are met in our instructional materials, this is for the textbooks.

### 10. B-10 Consider approval of request for 2017 Historic Site Exemption Qualification for Darst-Yoder House

Ms. Roberts asked if they have had the exemption before. Ms. Ludwig said no they have not had it with us, they had it with the county. Ms. Roberts asked if this was the owner's place of residence. Ms. Ludwig said yes.

Dr. Harrell asked what type of property this was. Ms. Ludwig said it is just a residence, there is no business taking place.

### 10. B-11 Discussion and potential action regarding local option exemption for taxpayers age 65 or older or disabled

Ms. Roberts asked if they will get a more in-depth presentation of the overall effects on the budget, before they make a decision. She wants to know the bottom line and what it means now and for the future. Ms. Ludwig said that is a very difficult question to answer. She said this is because we can only estimate how many taxpayers that are on the roll. Right now there are approximately 10,000 over 65 exemptions and it is expected to increase maybe 200-500 additional per year going forward. Ms. Ludwig said not all taxpayers will cause an impact to the bottom line because a lot have frozen tax ceilings, and they will not benefit even if a \$10,000 flat exemption is given. Ms. Ludwig said the Trustees have an opportunity to grant anything above \$3,000. Every additional dollar is revenue taken away from the district.

Ms. Danziger asked if they grant this, can they reverse it later. Ms. Ludwig said yes they can reverse but it would be difficult. Ms. Ludwig said it has about a 5% impact on our state aid.

Ms. Kaminski asked about how much revenue we would lose for the year. Ms. Ludwig said it depends on the exact calculation of the exemption given and the number of taxpayers that fall in this group. This is a number that she cannot give them, because the tax roll for 2017 is not final.

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Ms. Danziger asked if there was a way to go back and look at what the impact would be, if we had done this last year. Ms. Ludwig said there is a lot of variables, but would be a time consuming calculation. She said the appraisal district has these records, not the district.

Ms. Gonzales asked if we know the total number of seniors paying property taxes. Ms. Ludwig said we have between 9,000 and 10,000 over 65 that have applied for that exemption and have the mandated exemption. Ms. Gonzales asked who came up with the formula. Ms. Ludwig said it is from the Texas Property Tax Code. Ms. Gonzales asked if we could find out the total property taxes that were paid by over 65 individuals for last year. Ms. Ludwig said yes, we have that number, we have the amount of taxes that were paid. Ms. Gonzales asked what that number was. Ms. Ludwig said the frozen tax ceilings run about \$15m.

Ms. Danziger asked if she has been able to take the temperature of Austin right now to see how it might affect us next year. Ms. Ludwig knew they were meeting and discussing the senate bill today, but has not heard.

Ms. Gonzales asked what the total budget is for the district. Ms. Ludwig said almost \$250m for the General Fund and the Debt Service Fund is around \$50m. Ms. Gonzales asked how much of that is personnel. Ms. Ludwig said around 84%. Ms. Gonzales asked since we are a Fast Growth District, how does that affect the budget. Ms. Ludwig said the big costs are personnel and benefits and opening new schools. She said just as an example the three we opened this year were about \$3.5m to \$4.0m additional per school. This is facilities cost, personnel costs, and the state mandated student to teacher ratios, etc.

### 10. B-14 Consider approval of job order contracting award for Pink Elementary School

Mr. Steenbergen asked why the difference in bids is so much. Mr. Hoyt said they have a scope of work with Facilities Sources that meets the specs and it is the exact scope of work.

### 10. B-17 Consider approval of an Interlocal Agreement with Fort Bend County Municipal Utility Districts No. 106, No. 108, No. 109, and No. 117

Ms. Roberts asked if this was district property. Dr. Randle said it is district property and the MUDS are paying for the turf. Ms. Roberts asked if the MUDs are setting aside money for future repairs and upkeep. Mr. McKeever said no, this is the cost of the design and installation of the field and tracks. After December 12th the MUDs will dissolve. Ms. Roberts said if there are maintenance or repairs that are needed, this money comes from the school district. Mr. McKeever said that was correct.

Ms. Kaminski asked how many other elementary schools have this type of field/track that is being proposed. Mr. McKeever said none.

Ms. Roberts said these would possibly be the only ones that will have this because the money is coming from the MUDs.

### 10. B-18 Consider approval of architect contract

Ms. Kaminski asked if there is any other place they could have donated the money. Does it have to be the elementary schools? Mr. McKeever said they were looking at an area within their jurisdiction.

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Dr. Harrell said if they do not spend the money, it then goes to Sugar Land and it is gone. They had a bunch of ideas and they wanted to give to the elementary schools because the kids in the neighborhood play soccer and baseball on those fields in the afternoons and on weekends. He said there are already bigger projects going on with the big MUD.

Ms. Danziger asked if this was because Sugar Land is annexing Greatwood. Dr. Harrell said yes, if this money does not get somewhere before December 12th, it will go to Sugar Land. Dr. Harrell also said they approached the District.

### 10. B-20 Discussion and/or possible action on the current use of facilities rental fees

Ms. Kaminski said she knows there will be audience to patrons at the end and there are several people that would like to make their concerns known. She asked if it would be out of order to allow them to speak now. Mr. Steenbergen said he would like to finish the agenda and let them speak then.

Ms. Roberts asked how they came up with the designation of the cost of the facilities regardless of age and use, and the decision to charge the same price. Mr. McKeever said the current rates were approved on November 17, 2011 and at that time there was only one Natatorium. He said now we have a full year of data on the new Natatorium, and they are collecting information. They may need to come to board to issue a different rate for the new Natorium.

Dr. Harrell asked when these rates were approved, were they set just to cover cost or to make a profit. Mr. McKeever said they were set to just cover cost. Dr. Harrell asked if there have been inconsistences in the collection of fees. Ms. Haack said yes.

Ms. Roberts said that R&R was one program using the facility, she asked if there are others that will be impacted by the increases. Ms. Haack said she is not aware of any that were using any of our facilities completely free. There are some that are on an alternate fee schedule. Ms. Roberts asked if we know those entities, and before they move forward she would like to know how it is going to impact our community, who it will impact, and what the purpose of their usage was. Ms. Nelson identified Platinum Swimming, West Houston Water Polo, and Aquatico (lifeguard training facility) who were using at a lower rate.

Dr. Harrell asked for the process of renting a facility. Mr. McKeever said the vendor talks to the principal to see if the schedule allows the event; then it is put in SchoolDude, and once it is approved it goes to Mr. McKeever's department to schedule HVAC, etc. If it is an outside entity, Mr. McKeever assigns the rate, then the organization is sent an agreement and estimated charges. Accounting will get it and send an invoice if they have not received funding.

Ms. Gonzales asked if Mr. McKeever was the only one looking at the fees. Mr. McKeever said it is himself and accounting. Ms. Nelson said prior to January, the pool manager handled for the Natatoriums. She was creating the fee schedule, implementing it, and then accessing it. Ms. Nelson said Mr. McKeever got it on the back side. Ms. Gonzales said this process needs quality assurance procedures in place.

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Ms. Roberts asked about the initial request about R&R getting free usage when the George Foundation donated the money for the Natatorium. She knows the fourth grade program was in the initial agreement. Ms. Haack said she contacted the George Foundation and they were unaware of any type of covenant with R&R specifically or any outside entity. Ms. Haack said they have offered the fourth grade swim, the competitive teams, public access, and free lap swim for students in 8-12 grade.

Mr. Steenbergen asked how much revenue was generated every year off the use of facilities fees. Mr. McKeever said around \$800k since August, and have had over 10,500 events that have come through.

### 10. E GOAL: TECHNOLOGY

### 10. E-2 Consider approval of districtwide tardy kiosk implementation

Mr. Steenbergen said right now they check in with a person, what is going to cause them to not stop by a kiosk and go straight into school. Mr. Jacobson said they still need a pass from the office or from the kiosk to enter class.

### 3. AUDIENCE TO PATRONS

Ms. Toni Schramme addressed the board about the pool facilities fees. She said Mike Duswalt was the first Director and in 1982 the George Foundation gifted the pool to the district and that included: learn-to-swim program, high school teams could train and host meets, the R&R swim team could use the facility without being charged a fee, and the public had access in the summer. She said R&R over the years has gifted money and items to the district for their use. She has concerns about the change in the fee structure. She said having one set fee regardless of renters or facility is not the norm nor competitive within the industry. She requested the district restructure the fees for the two pools and make sure it is fair, competitive and within the industry norm.

Mr. Kevin Koelzer addressed the board about the pool facilities fees. He is the current President of R&R Aquatics. He explained the goal of R&R Aquatics. He said over the last 20 years, R&R has donated \$25,000 worth of equipment to the Natatorium. He said R&R is hoping the district will revisit the rental fees and honor the George Foundations original intentions.

Mr. Greg Spano from Platinum Aquatics addressed the board about the pool facility rate increases. He said these rates are probably in the top five highest in the country. He said the process for renting the facility is different from previously. He said they are now being asked to provide upfront deposits. He said there is no way they can afford to put the deposit out there two weeks in advance before a swim met. He is asking the district to reconsider some of their policies in regards to renting the Natatorium.

### 11. INFORMATION ITEMS

### 11. B GOAL: PLANNING

### 11. B-6 Medical/Rx Plan structural changes

Ms. Roberts asked how the district is planning based on what we do not know with what the government might change. Dr. Bowen said we meet with Mr. Sunday

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regularly throughout the year and they do a forecast. We know there may be changes implemented and there will be a lag time as well.

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

- 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)
  - d. Consider renewal of contract for professional teachers/support personnel
  - e. Consider renewals for late hires
  - f. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract
- 2. Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
- 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 7:58 p.m. No action taken.

### **ADJOURNMENT**

The meeting adjourned at a	/ :D	ÖΙ	m.q
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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**

On this the 20<sup>th</sup> day of April 2017, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session 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 7:00 p.m.

#### **Members Present:**

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

#### **Members Absent:**

Frank Torres Member

#### **Others Present:**

Thomas Randle Superintendent

Kevin McKeever Administrator for Operations
Jill Ludwig Chief Financial Officer

Linda Lane 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. STUDENT REPORTS

### a. Foster High School Culinary Arts

The following students from Foster High School Culinary Arts, presented the program and a knife cuts demonstration:

Seth Apodaca Olivia Phillips Yesenia Arriaga Kayla Muse Paola Guzman Sky Zeno

Shane Castillo

### 4. RECOGNITIONS/AWARDS

a. Foster High School National & State Champion Wrestler: Nkechinyere "Chi Chi" Nwankwo

### 5. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:

Cornelius Anthony, campus coordinator/head football coach at Terry High School

### 6. AUDIENCE TO PATRONS

Mr. David Vrshek thanked the Board for putting the exemption increase on the agenda. He said he hopes the Board does not attempt to make a decision tonight, to approve or reject. He knows the District still has data they are looking for. He said Fort Bend CAD should provide an estimate of appraised taxable value early in May. The deadline for making the decision is July 1st. He asked the Board to review all the data, the estimate tax revenue, the estimated cost, and the extended time schedule before a decision is made.

Mr. Ted McCoy addressed the Board about the tax relief to senior citizens. He wanted to give them some facts to help make a decision. He said there are people throughout the community that are having to make a decision whether or not they can stay in their homes based on the weight of the taxes that are being placed upon them. He said the decision the Board makes will have an impact and anything given will be a relief.

### 7. APPROVAL OF MINUTES

### A. March 21, 2017 SPECIAL BOARD MEETING (WORKSHOP)

It was moved by Ms. Gonzales and seconded by Ms. Danziger that the Board of Trustees approve the minutes of March 21, 2017 Special Board Meeting (Workshop). The motion carried unanimously.

### B. March 23, 2017 REGULAR BOARD MEETING

It was moved by Ms. Kaminski and seconded by Dr. Harrell that the Board of Trustees approve the minutes of March 23, 2017 Regular Board Meeting. The motion carried unanimously.

### 8. BOARD MEMBER REPORTS

#### a. Meetings and Events

Ms. Kaminski reported the Facilities Committee met and reported the status of projects in the District. She attended the SHAC meeting and a representative will present tonight.

Ms. Danziger reported the Technology Committee met and reported the status of projects in the District. The Board is invited to attend INTERACT on June 5-9, 2017 at Leaman Jr. High School. She attended Special Olympics and the job fair at Foster High School.

Ms. Gonzales reported the Finance Committee met and they received an overview of the Health Insurance plan for employees. They are trying to ensure that employees are selecting the in-network plan. In the future, there will be a diabetes preventative plan put in place, as well as various wellness programs.

Mr. Steenbergen attended the job fair. He congratulated the staff for the interviews that were held for the HEB and Holdsworth Center competition. He reported that the audit committee met with the auditors to receive preliminary findings about the functional audit going on across the District.

### 9. SUPERINTENDENT REPORTS

#### a. Meetings and Events

### b. Information for Immediate Attention

### <u>ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1; 10. B-1 - 10. B-9; 10. B-12 - 10. B16; 10. C-1; 10. D-1; and 10. E-1 - 10. E-2.</u>

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

### 10. A GOAL: INSTRUCTIONAL

### 10. A-1 Approval of out-of-state student trip requests, including, but not limited to:

### a. Math Finalists

Approved out-of-state travel for the district math finalists to travel to the National MathCON Competition at the University of Illinois in Chicago, Illinois on April 22, 2017.

### b. Technology Students Association (TSA)

Approved out-of-state travel for Lamar Consolidated High School, George Ranch High School, Foster High School, Churchill Fulshear High School, Lamar Junior High School, Antoinette Reading Junior High School, and Briscoe Junior High School Career and Technical Education (CTE) and non-CTE students that have qualified to travel to the Technology Students Association (TSA) National contest in Orlando, Florida on June 19-26, 2017.

### 10. B GOAL: PLANNING

### 10. B-1 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending February 28, 2017. (See inserted pages 4-A—4-F.)

### 10. B-2 Approval of budget amendment requests

Approved budget amendment requests as attached. (See inserted page 4-G.)

### 10. B-3 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

### 10. B-4 Designation of Patsy Schultz, RTA as Tax Assessor-Collector for Lamar Consolidated ISD

Designated Patsy Schultz, RTA, by interlocal agreement, as Tax Assessor-Collector for Lamar Consolidated ISD for the period July 1, 2017 through June 30, 2018, with the option to extend the contract as described, and authorized the Board President and Board Secretary to execute the interlocal agreement. (See inserted pages 4-H—4-N.)

### 10. B-5 Approval of depository bank contract extension

Extended the current depository contract with Wells Fargo, N.A. for an additional twoyear term, commencing September 1, 2017 and ending August 31, 2019. (See inserted page 4-O.)

### 10. B-6 Approval of independent auditors for the 2016-2017 school year

Approved the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2016-2017 school year. (See inserted pages 4-P—4-Y.)

### 10. B-7 Approval of Instructional Materials Allotment and TEKS Certification

Approved the Instructional Materials Allotment and TEKS Certification for the 2017-2018 school year. (See inserted page 4-Z.)

### 10. B-8 Approval of blanket purchase agreement (BPA) with HON Company LLC

Approved a Blanket Purchase Agreement (BPA) with HON Company LLC, and authorized the Board President to execute the agreement. (See inserted pages 4-AA—4-BB.)

### 10. B-9 Approval of districtwide vending machine services

Approved Compass Group USA, Inc. by and through its Canteen Vending Services Division, for snack and beverage vending machine services and authorized the Board President to sign a contract when presented.

### 10. B-12 Approval of resolutions proclaiming: a. Public School Paraprofessionals' Day

Approved the attached resolution proclaiming May 10, 2017 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District. (See inserted page 5-A.)

### b. School Nurses' Week

Approved the attached resolution proclaiming May 6 - 12, 2017 as School Nurses' Week in the Lamar Consolidated Independent School District. (See inserted page 5-B.)

### c. Teacher Appreciation Week

Approved the attached resolution proclaiming May 1-5, 2017 as Teacher Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 5-C.)

### 10. B-13 Consider retail sales interlocal agreement for electricity with the Texas General Land Office

Authorized the Superintendent to execute a retail sales interlocal agreement for electricity with the Texas General Land Office beginning June 1, 2020. (See inserted pages 5-D—5-P.)

### 10. B-14 Approval of job order contracting award for Pink Elementary School

Approved Facilities Sources for Pink Elementary School repairs in the amount of \$473,311 and authorized the Board President to sign the agreement.

### 10. B-15 Approval of MUD No. 142 annexation

Approved the Petition for Consent and Petition for Addition of Certain Lands to include annexation of the Bentley Elementary School site and the Agricultural Barn #2 site into Fort Bend County MUD No. 142 and authorized the Board President to sign the agreement. (See inserted pages 5-Q—5-II.)

### 10. B-16 Approval of additional geotechnical engineering services for the Foster High School water plant upgrades

Approved Terracon, Inc. for additional geotechnical engineering services for Foster High School water plant upgrades in the amount of \$2,600 and authorized the Board President to execute the agreement. (See inserted pages 5-JJ—5-KK.)

### 10. C GOAL: SAFE, DRUG-FREE DISCIPLINED SCHOOLS

## 10. C-1 Approval of the Secondary Co-Curricular and Extra-Curricular Code of Conduct, Secondary Dress and Grooming, and Lamar CISD Student Code of Conduct for the 2017-2018 school year

Approved the 2017-2018 Secondary Co-Curricular and Extra-Curricular Code of Conduct, Secondary Dress and Grooming, and Lamar CISD Student Code of Conduct.

### 10. D GOAL: PERSONNEL

### 10. D-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 (LCISD).

### 10. E GOAL: TECHNOLOGY

### 10. E-1 Approval of District Learning Management System

Approved the five-year agreement with Instructure for Canvas Learning Management System subscriptions, implementation, training and support in the amount of \$666,610 and authorized the Superintendent to negotiate the final contract.

### 10. E-2 Approval of districtwide tardy kiosk implementation

Approved Dell to provide computers, CDWG to provide printers, and GoIT to provide program support not to exceed \$35,000 for the districtwide implementation of Skyward Tardy Kiosk.

### 10. A GOAL: INSTRUCTIONAL

### 10. A-2 Consider adoption of the Kathleen Joerger Lindsey Elementary School Mascot and School Colors

It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees approve Lions as the mascot and crimson and navy as the school colors for Kathleen Joerger Lindsey Elementary School. The motion carried unanimously.

#### 10. B GOAL: PLANNING

### 10. B-10 Consider approval of request for 2017 Historic Site Exemption Qualification for Darst-Yoder House

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the 2017 Historic Site Exemption Qualification for the Darst-Yoder House.

Ms. Roberts asked how this was different from the Simonton exemption that we did not approve previously, and if this was a residence. Dr. Randle said it is a residence, and the only difference is this one is just a residence, it does not have a business.

Mr. Steenbergen asked if we have ever approved an individual residence. Dr. Randle said not to our knowledge.

Ms. Roberts said she feels like we are going to set a precedence if we approve this, there are a lot of older homes in the community.

Ms. Danziger clarified this was because it has been deemed a historical site, and asked what they have to do to be a historical site. Dr. Randle said there is process they have to go through. He said just because they are deemed a historical site does not mean they have to approve an exemption.

Ms. Kaminski said she agrees with Ms. Roberts that we will be setting a precedence.

Dr. Harrell asked if they do any tours or if the house is open to the public. Dr. Randle said not that we are aware of, it is purely a residence.

Voting in opposition: Ms. Kaminski, Ms. Danziger, Mr. Steenbergen, Ms. Gonzales, Ms. Roberts, and Dr. Harrell.

The motion failed.

### 10. B-11 Discussion and potential action regarding local option exemption for taxpayers age 65 or older or disabled

No action taken.

### 10. B-17 Consider approval of an Interlocal Agreement with Fort Bend County Municipal Utility Districts No. 106, No. 108, No. 109, and No. 117

It was moved by Ms. Roberts and seconded by Ms. Danziger that the Board of Trustees approve an interlocal agreement with Fort Bend County Municipal Districts No. 106, No. 108, No. 109, and No. 117 and allow the Board President to execute the agreement.

Ms. Roberts said she has received questions from people in the community that this property will eventually be in the Districts hands. She said the Board members need to consider that in 10-15 years it is going to come before another Board as to whether they will continue to resurface the location. She would like to see that the MUDs understand it is a District owned property and kids from all over the District would have access. Mr. Steenbergen said this falls under the same rules and regulations as any of the District properties and some rental fees may be associated.

The motion carried unanimously. (See inserted pages 7-A—7-H.)

### 10. B-18 Consider approval of architect contract

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve PBK Sports Architects for the design of the new track and all-weather surface for Dickinson and Campbell Elementary Schools and allow the Superintendent to begin contract negotiations. The motion carried unanimously.

### 10. B-19 Consider approval of the procurement method for the all-weather sports field and track projects at Dickinson and Campbell Elementary Schools

It was moved by Dr. Harrell and seconded by Ms. Roberts that the Board of Trustees approve and authorize the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for the all-weather sports field and track projects at Dickinson and Campbell Elementary Schools. The motion carried unanimously.

#### 10. B-20 Discussion and/or possible action on the current use of facilities rental fees

Mr. Steenbergen requested to have the staff to provide a new look at the rental fees for the facilities, and primarily the Natatoriums. He wants them to consider the three new pools that will be built. He also wants them to look at long term vs. short term rentals.

Ms. Gonzales said on Tuesday one of the audience to patrons spoke about a deposit, she wanted to be sure this was included in the information.

Ms. Roberts said she feels it is important to keep the relationships with the community members, realizing that our athletes come from these small inexpensive programs in this area.

Mr. Steenbergen said the staff researched any commitments there might have been from the George Foundation for allowing preferential usage of the facilities, and there are none.

### 11. INFORMATION ITEMS

- 11. A GOAL: INSTRUCTIONAL
- 11. A-1 2016-2017 Summer School
- 11. A-2 2016-2017 School Health Advisory Council

Ms. Brenda Thompson from SHAC presented.

- 11. B GOAL: PLANNING
- 11. B-1 Tax Collection Report
- 11. B-2 Payments for Construction Projects
- 11. B-3 Bond Update
  - a. <u>2011</u>
  - b. 2014
- 11. B-4 Projects funded by 2011 available bond funds
- 11. B-5 Transportation Update
- 11. B-6 Medical/Rx Plan structural changes

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)
  - d. Consider renewal of contract for professional teachers/support personnel
  - e. Consider renewals for late hires
  - f. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract

- 2. Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
- 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 8:02 p.m. for the purposes listed above.

### <u>RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION</u>

The Board reconvened in Open Session at 8:09 p.m.

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

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

### **Employed**

Cunningham, Bethany To be determined Assistant Principal Lindsey Elementary

### 12. A-1(d) Consider renewal of contract for professional teachers/support personnel

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve renewal of contracts for professional teachers/support personnel except those identified in the addendum. The motion carried unanimously. (See inserted pages 9-A – 9-LLLL.)

### 12. A-1(e) Consider renewals for late hires

It was moved by Ms. Gonzales and seconded by Ms. Roberts that the Board of Trustees approve renewal of contracts for administrators who are late hires. The motion carried unanimously. (See inserted page 9-MMMM.)

### **FUTURE AGENDA ITEMS**

Information Item on School lunches and alternate lunches Information Item on GT Program

#### **UPCOMING MEETINGS AND EVENTS**

Surf's Up State of the Schools Employee Banquet

<u>ADJOURNMENT</u>	
The meeting adjourned at 8:15 p.m.	
LAMAR CONSOLIDATED INDEPENDENT SC	HOOL DISTRICT
Signed:	
James Steenbergen President of the Board of Trustees	Kay Danziger Secretary of the Board of Trustees

#### CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

#### **RECOMMENDATION:**

That the Board of Trustees approves out-of-state travel for Foster High School, George Ranch High School, and Lamar Consolidated High School Speech and Debate to attend the 2017 National Forensic League Tournament June 18-24, 2017 in Birmingham, Alabama.

### **IMPACT/ RATIONALE:**

The Foster, George Ranch, and Lamar Consolidated High Schools Speech and Debate teams request permission to travel to Birmingham, Alabama, from June 18-24, 2017 by airplane. The approximate cost for each student and sponsor/chaperone is \$1,100, for a grand total of \$22,000. Meals, airfare, hotel, tournament registration, and ground transportation are included in the costs. District funds will be used to cover the costs as in past years.

#### **BACKGROUND INFORMATION:**

Eleven students have qualified to attend the National Speech and Debate Tournament. Students from Foster High School: Nick Hunter, Tessa Martinez, Jahvonte Garner, Kenneth Isibor and Rahmane Dixon. Students from George Ranch High School: Omolara Olabisi, Morgan Lindsay, Barry Stuart, Aisha Sheikh, Peyton Heussner and John Beloved-Osho. Students from Lamar Consolidated High School: Leigh Nealy, Cameron Mitchell, Meagan Mouton, Megan Nge and Emma McWilliam. The Speech and Debate teachers that will be traveling with the students are Erica Baker, Kasey Willeby, and Mansuereh Eype.

Submitted by: Leslie Haack, Executive Director of Secondary Education

Ramiro Estrada, Director of Fine Arts

Recommended for approval:

Thomas Randle

9.A.#1b. – INSTRUCTIONAL BOARD REPORT MAY 18, 2017

#### CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

### **RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for George Ranch High School HOSA students and instructor to travel to Orlando, Florida on June 21-25, 2017.

### **IMPACT/RATIONALE:**

George Ranch HOSA request permission to travel to the HOSA ILC National Conference in Orlando, Florida from June 21-25, 2017 by airplane. The approximate cost for the students and sponsors will be \$4,000. This cost includes meals, airfare, lodging, registration fees, and ground transportation. Attending the conference will be two George Ranch High School students and Tana Holmes, George Ranch HS sponsor. The expenses for the trip for the George Ranch students and sponsors will be paid from the District's Career and Technical Education (CTE) budget and campus activity fund.

### **BACKGROUND INFORMATION:**

GRHS Students Afifa Anwar and Cecelia Bailey competed at the state contest in Galveston, TX and won the right to compete at national level. They will be competing in Medical Terminology and Forensic Medicine/Law Enforcement.

Submitted by: Joel Garrett, Director, Career and Technical Education Leslie Haack, Executive Director, Secondary Education

Recommended for approval:

Thomas Randle

9.A.#1c. – INSTRUCTIONAL BOARD REPORT MAY 18, 2017

### CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

#### **RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for Terry High School SkillsUSA student and instructor to travel to Louisville, Kentucky on June 19-23, 2017.

#### IMPACT/RATIONALE:

Terry High School SkillsUSA request permission to travel to the SkillsUSA National Conference in Louisville, Kentucky from June 19-23, 2017 by airplane. The approximate cost for the student and sponsor will be \$3,500. This cost includes meals, airfare, lodging, registration fees, and ground transportation. Attending the conference will be one Terry High School student and Melanie Appelbaum, Terry High School sponsor. The expenses for the trip for the Terry High School student and sponsor will be paid from the District's Career and Technical Education (CTE) budget and campus activity fund.

### **BACKGROUND INFORMATION:**

THS student Candida Negrete competed at the state contest in Corpus Christi, Texas and won the right to compete at the national level. She will be competing in Early Childhood Education at the national contest.

Submitted by: Joel Garrett, Director, Career and Technical Education Leslie Haack, Executive Director, Secondary Education

Recommended for approval:

Thomas Randle

### 9.A.#2. – INSTRUCTIONAL BOARD REPORT MAY 18, 2017

### CONSIDER APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT WITH EQUAL OPPORTUNITY SCHOOLS

#### **RECOMMENDATION:**

That the Board of Trustees approve the Interlocal Cooperation Agreement with Equal Opportunity Schools (EOS) in the amount of \$124,600 and authorize the Superintendent to execute the Agreement.

#### **IMAPACT/RATIONALE:**

The cooperation agreement between EOS and Lamar CISD will provide technological tools and data-based consultation services for the problem of students being under-matched with the challenging coursework that will prepare them for college. Research with the College Board, the International Baccalaureate Organization, the U.S. Department of Education, and the Education Trust, reveals that while African-American, Latino, and low-income students are about as likely as their white or upper-income peers to attend schools that offer Advanced Placement (AP) courses, a significant number of those who could handle the rigor miss out on such courses every year. Lamar CISD is committed to ensuring that all students who are academically able are encouraged and have equal opportunity to participate in AP classes. The current programs at Lamar Consolidated, Terry, Foster, and George Ranch High Schools have yielded a high level of success and significantly increased the enrollment in Advanced Placement classes for the 2017-18 academic year by underrepresented populations. This will be the first year for Fulshear High School to participate in the program.

### **PROGRAM DESCRIPTION:**

Equal Opportunity Schools will evaluate the size, shape and causes of advanced course enrollment gaps at partner schools, as well as the schools' strengths and their most effective options for closing those gaps. EOS will provide tools and guidance that the Superintendent and Principals can use to build stakeholder support for the ambitious goal of finding every missing student within the current academic year. They will identify missing students and provide recruitment support using an innovative data and analytics system. EOS works with Lamar CISD leadership to incorporate strategies that sustain the gap closure by collaboratively building an Achievement Plan using tested pedagogical and support strategies.

Submitted by: Valerie Vogt, Academic Administrator

Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle

THE STATE OF TEXAS

§ §

COUNTY OF FORT BEND §

### INTERLOCAL COOPERATION AGREEMENT FOR EDUCATIONAL SERVICES

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between EQUAL OPPORTUNITY SCHOOLS (hereinafter referred to as "EOS") and acting through its governing body, and LAMAR CISD (hereinafter referred to as "the District"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

### **RECITALS**

WHEREAS, LAMAR CISD has the authority to authorize EOS to provide educational services for the District, and EOS has the authority to so act; and,

WHEREAS, EOS has approved this Agreement; and,

WHEREAS, the District and EOS believe it is in the best interests of the students of the District to enter into this Agreement; and,

NOW THEREFORE, EOS and the District for the mutual consideration hereinafter stated, agree as follows:

### ARTICLE I PURPOSE

- 1.1 The purpose of this Agreement is to build on the District's progress and experience and EOS's expertise in establishing equity in AP/IB. Both entities' objective is to ensure that all students have the opportunity to succeed in challenging high school courses, because the academic intensity of the high school curriculum is the biggest driver of college completion.
- 1.2 EOS and the District (collectively, "Collaborators") jointly commit to these three objectives:
  - 1. Fully close race and income participation gaps in AP/IB by Fall 2018, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
  - 2. Raise AP/IB performance by Spring 2019, as measured by AP/IB exam passing,
  - 3. Develop systems and structures for the district to sustain and improve upon these results in future years, catalyzing a higher sense of what's possible for Missing Students, and enabling further increases in college readiness and closure of opportunity and achievement gaps.

### ARTICLE II TERM

- 2.1 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on August 31, 2018, with the exception of the subsequent activities through December 1, 2026 as outlined in the Memorandum of Understanding ("MOU") executed on May 19, 2016 and incorporated in this Agreement by reference as Exhibit 1.
- 2.2 Either party may terminate this Agreement upon 30 days written notice to the other party, delivered as required by Article VIII. Termination will be allowed for cause or breach of the Obligations in Articles III and IV and/or the Administrative Provisions of Article V. The District will only be liable for payment for Services received prior to the effective date of such termination.
- 2.3 Notwithstanding any contrary provision of this Agreement, each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify EOS at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the District to terminate this Agreement in order to purchase similar services from another party.

### ARTICLE III OBLIGATIONS OF EOS

3.1 For the purposes and consideration herein stated and contemplated, EOS shall perform services for the District and carry out the responsibilities outlined in the MOU attached, pages 3 through 6.

### ARTICLE IV OBLIGATIONS OF THE DISTRICT

4.1 The District agrees to carry out the responsibilities as outlined in the MOU attached, pages 3 through 6.

4.2 For services rendered pursuant to this Agreement, the District agrees to pay EOS the following amounts:

Comprehensive Strategic Support			
Foster High School	\$24,400.00		
George Ranch High School	\$24,400.00		
Lamar Consolidated High School	\$24,400.00		
BF Terry High School	\$24,400.00		
New Year 1 Partnership			
Fulshear High School	\$27,000.00		
Subtotal Due to EOS in 2017-18	\$124,600.00		
<b>Grand Total Due to EOS in 2017-18</b>	\$124,600.00		

4.3 EOS will also bill the District for the portion of travel costs attributable to this Collaboration as delineated on page 7 of the MOU attached to this Agreement.

### ARTICLE V ADMINISTRATIVE PROVISIONS

- 5.1 Each of the Collaborators has identified certain conditions which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive. The conditions are delineated on pages 7 and 8 of the MOU attached.
- 5.2 The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit A of the MOU attached with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information may be found in Exhibit A of the MOU.
- 5.3 For a period until at least December 1, 2026, the District will, on an annual basis (if requested), provide EOS with data files containing the information (in Exhibit B of the MOU) for all students who are in any high school located within the District's boundaries. The obligations set forth in this paragraph and in Exhibit B will survive the termination of this Agreement and remain binding upon the parties.

### ARTICLE VI LIABILITY

6.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

- 6.2 Neither party makes any express warranties and hereby disclaims any implied warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall either party be liable for any special, consequential or exemplary damages, whether arising in contract or in tort, whether direct, immediate, foreseeable, disclosed or not disclosed, arising from the performance of this Agreement.
- 6.3 In no event will EOS be liable to the District for any amount beyond the amount the District has paid EOS under this Agreement, and in no event will the District be liable to EOS for any amount beyond what has been earned by EOS as of the date termination.
- 6.4 Insurance shall be maintained by EOS according to the District's contracting regulations, as shown in Exhibit C of the MOU attached.

### ARTICLE VII MISCELLANEOUS

- 7.1 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.2 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 7.3 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.4 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.
- 7.5 This Agreement may not be assigned by either party.

### ARTICLE VIII NOTICES

8.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless

otherwise provided in this Agreement, all notices shall be delivered to the Owner at the following addresses:

To EOS: Reid Saaris

**Executive Director, Equal Opportunity Schools** 

130 Nickerson Street, Ste 200

Seattle, WA 98109

To District: Dr. Thomas Randle

Superintendent, Lamar CISD

3911 Avenue I

Rosenberg, Texas 77471

Copies to: Jill Ludwig, CFO and Valerie Vogt, Academic

Administrator, Lamar CISD

3911 Avenue I

Rosenberg, Texas 77471

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

### ARTICLE IX ENTIRE AGREEMENT AND ATTACHMENT

- 9.1 This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.
- 9.2 THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

LAMAR CISD	EQUAL OPPORTUNITY SCHOOLS	
Superintendent	Executive Director	
Date	Date	

# Memorandum of Understanding

### Between

Lamar Consolidated Independent School District

&



### MEMORANDUM OF UNDERSTANDING Lamar Consolidated Independent School District & Equal Opportunity Schools Opportunity Schools



### **COLLABORATING PARTIES**

### **Equal Opportunity Schools (EOS)**

- Our mission is to ensure that all students have the opportunity to succeed in challenging high school courses<sup>1</sup>. We focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion<sup>2</sup>.
- We are experts in helping school leaders find and upgrade students who could benefit from taking Advanced Placement or International Baccalaureate courses ("AP/IB"), but are not yet enrolled in AP/IB for reasons related to race or socioeconomics ("Missing Students").

**Lamar Consolidated Independent School District** (the "District") is committed to improving the quality of educational opportunity and achievement for its students and in collaboration with EOS has made significant progress in finding Missing Students in prior school years.

#### COLLABORATION OBJECTIVES AND RECITALS

The District and EOS (the "Collaborators") previously entered into a first-year Memorandum of Understanding ("Year-1 MOU"), the purpose of which was to find Missing Students and in so doing, create an equitable AP/IB program as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers. Under the Year-1 MOU, EOS deployed its complete program model and provided the District with the full suite of services during that key implementation year. EOS is committed to assisting our partners in sustaining and expanding the impact of the gaps-closing accomplishments from our first, intensive year together. EOS hereby presents this Continuing Services Memorandum of Understanding ("MOU") with a level of services and engagement, delineated in the Collaboration Overview below, agreed upon by the District and EOS as the best course of action for sustained achievement of the Collaboration Objectives.

Accordingly, the Collaboration Objectives for the MOU herein remain the same as under Year-1 MOU:

- 1. Fully close (or maintain closure of) race and income enrollment gaps in AP/IB, as measured by equally high AP/IB participation rates for Latino, African-American and low-income students as compared to their peers by Fall 2018.
- 2. Raise AP/IB performance, as measured by AP/IB exam passing by Spring 2019.
- 3. Develop systems and structures to ensure that the district can sustain and improve upon these results in future years, **catalyzing a higher sense of what's possible** for Missing Students, and enabling the District's work to increase college readiness and close opportunity and achievement gaps.

#### **COLLABORATION TERM**

In consideration of the mutual objectives set forth above, the Collaborators agree to formalize this collaboration ("Collaboration") and to pursue these objectives in the manner set forth in the following pages for the 2017-18 school year.

<sup>&</sup>lt;sup>1</sup> Although "challenging" can be defined in a variety of ways, we focus on Advanced Placement (AP) and International Baccalaureate (IB) courses (sometimes referred to as "college-ready courses"), which provide a clear and common measurable standard, aligned with college.

<sup>&</sup>lt;sup>2</sup> Adelman 2006

### MEMORANDUM OF UNDERSTANDING Lamar Consolidated Independent School District & Equal Opportunity Schools Opportunity Schools



#### **COLLABORATION OVERVIEW**

Listed below are the two options for accessing the expertise of EOS personnel, tools, and data in order to support the District's unique needs as it works to meet and/or sustain the Collaboration Objectives above. While each pathway is designed with a unique level of support, both include a common set of EOS data tools described at the bottom.

EOS will provide one or a combination of the following support pathways to the District and its schools as delineated in the Cost & Payments section below. Customized elements of these two support pathways will be delineated in the Cost & Payments section below.

### 1. Comprehensive Strategic Support Pathway: Tools & Supports

This support pathway is designed for schools and Districts that want a similar level of support from EOS as they received in the first year of Collaboration, including the focused, in-person attention of an EOS Partnership Director, as well as EOS's full suite of data tools. Schools will receive six visits from a dedicated Partnership Director over the course of the year to provide school and District leaders with the strategic and project management capacity needed to ensure a high standard of implementation to meet the Collaboration Objectives.

**Tools & Supports:** The following are the set of tools and supports that the District and its schools can access through the Comprehensive Strategic Support pathway, in addition to the basic tools and analytics provided to both pathways (see below).

Fall staff surveys	Paired with the fall student surveys and staff recommendations, the fall staff surveys make up our seminal data collection tools and are required for the creation of outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems. Survey data will be incorporated into the SICs and Student Lists tools. EOS will also provide schools with the raw survey data.
Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB courses.
Support Report	The Support Report will provide schools concrete recommendations for building support structures that will aid students and staff in pursuit of academic success in AP/IB. The reports draw on analysis of school-, student- and staff-level data surfaced through the Fall surveys. Support Reports bring together numerous best practices from across EOS' portfolio, with recommendations informed by individual school needs.
Assigned Partnership	An EOS Partnership Director will serve as a dedicated, strategic thought partner and project manager throughout implementation, and will monitor

### MEMORANDUM OF UNDERSTANDING Lamar Consolidated Independent School District & Equal Opportunity Schools Opposition 1



Director	and track progress toward the Collaboration Objectives during
	approximately six in-person visits over the course of the school year. The
	Partnership Director will engage with appointed district/school leaders on a
	regular basis around these example topics, among others:
	Leadership coaching, project management and support for Principals and/or district leadership
	<ul> <li>Coaching on uses and strategies for the EOS data tools</li> </ul>
	Support in utilizing the Equity Pathways Report for actionable planning
	On-site presentation of Equity Pathways Report or Student Follow- Up survey analysis
	Co-Development of Outreach & Recruitment Strategies, and student & staff success planning
	Leading student and staff focus groups

### 2. Client-Driven, Tactical Support Pathway

This support pathway is designed for Districts and schools that are ready to take full ownership of leading and sustaining the outcomes achieved by the Collaborators through more independent use of EOS tools & data with some remote consultation from EOS. While the EOS data tools and process provide schools with field-leading analytics support for understanding student academic potential and identifying opportunities to transition missing students into AP/IB success, school and District leaders will need to commit to the leadership capacity needed to put those data and tools into action in order to achieve the Collaboration Objectives.

Schools participating under this pathway are required to complete a copy of the Project Scoping Tool attached as an exhibit to this MOU. This will ensure EOS, the District, and school leaders share a common expectation for when certain milestones will be achieved. Schools participating under this pathway will not receive a dedicated Partnership Director, a fall staff survey, an Equity Pathways report or a Support Report.

**Tools & Supports:** Tactical Support clients receive the following EOS supports in addition to the below described tools common to both pathways.

Project Scoping Tool	Each school is required to complete a Project Scoping Tool enclosed at the end of this MOU in order to set common expectations among EOS, the District, and school leaders as to when certain milestones will be achieved. During the year, the Project Scoping Tool will enable all parties to track progress and assess the need for initiating a site visit as described below.
Limited Site Visits	An EOS Continuing Service Partnership Director may make up to 2 optional site visits to provide customized coaching and support to districts and schools. The option for these visits may be initiated by the District or by EOS subject to the completion status of milestones on the Project Scoping Tool. EOS may assign different Partnership Directors for each visit.

### MEMORANDUM OF UNDERSTANDING Lamar Consolidated Independent School District & Equal Opportunity Schools Opportunity Schools Opportunity Schools



Leadership coaching, project management and support for
Principals and/or district leadership
<ul> <li>Coaching on uses and strategies for the EOS data tools</li> </ul>
<ul> <li>Support in utilizing the Equity Pathways Report for actionable planning</li> </ul>
<ul> <li>On-site presentation of Equity Pathways Report or Student Follow- Up survey analysis</li> </ul>
<ul> <li>Co-Development of Outreach &amp; Recruitment Strategies, and student &amp; staff success planning</li> </ul>
<ul> <li>Leading student and staff focus groups</li> </ul>

Both the Comprehensive Strategic, and Client-Driven Tactical Support Pathways include the following EOS data tools and supports:

Student Survey & Staff Recommendations	The Fall student survey and staff recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists and Student Insight cards. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems. Survey data will be incorporated into the SICs and Student Lists tools. EOS will also provide schools with the raw survey data.
Learning Mindset Activators	With the support of Stanford's PERTS team, EOS has developed a set of questions and online activities that are proven to activate growth mindset and sense of belonging, the two most significant non-cognitive factors shown to improve student academic performance. EOS will remotely manage the administration of these questions and online activities.
EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 <sup>th</sup> and 11 <sup>th</sup> grade students on the Outreach Lists. SICs are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and staff advocates.
Outreach Lists	The Outreach List contains 10 <sup>th</sup> and 11 <sup>th</sup> grade students identified through EOS's proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 <sup>th</sup> grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach

## **MEMORANDUM OF UNDERSTANDING** Lamar Consolidated Independent School District & Equal Opportunity Schools Opportunity Schools Opportunity Schools



	data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS will provide schools with enrollment updates during course registration that facilitate further strategy and action around outreach to students.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of your school's AP/IB access reality compared to access for the previous school year, (b) Gaps Charts showing enrollment for 11 <sup>th</sup> /12th graders by race & segment, and (c) Equity Bars capturing the rate at which underrepresented students enroll in AP/IB relative to benchmark students.
EOS AP/IB Student Experience Survey and Report	EOS will remotely manage the AP/IB experience surveys to uncover the AP/IB experience after the initial EOS partnership year, and provide analysis and recommendations based on the results. The analysis provides strength areas and recommendations to improve the AP/IB experience.
Semester AP/IB Grade Analysis	EOS will analyze and present corresponding data visuals that compare semester grade performance to prior year semester grade performance in AP/IB courses.
AP/IB Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

**Supports**: The following are the set of EOS supports that will accompany the above described tools:

Live Webinar Training	EOS will host live webinars to support successful implementation of these continued services. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership. There is no limit on the amount of phone and email support.

## MEMORANDUM OF UNDERSTANDING Lamar Consolidated Independent School District & Equal Opportunity Schools OPPORTUNITY OPPORTUNITY



#### **COSTS & PAYMENTS**

The below indicates which support pathways the District has chosen for its high schools and the associated costs for each.

Support Pathways	School Years	Base cost per school per yr	Total cost per yr
Comprehensive Strategic Support			
Foster High School George Ranch High School Lamar Consolidated High School Terry High School	17-18	\$24,400	\$24,400
New Year 1 Partnership			
Fulshear High School	17-18	\$27,000	\$27,000
Total Due <sup>3</sup> to Equal Opportunity Schools	in 2017-18		\$124,600

EOS will also bill the District for the portion of travel costs attributable to this Collaboration. EOS Partnership Directors typically visit the District according to the description provided in the Collaboration Overview. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region. EOS's Office Manager, Sandy Zook (<a href="mailto:sandy@eoschools.org">sandy@eoschools.org</a>), will coordinate all accounting matters and expense reimbursements.

#### SUPPLEMENTARY AGREEMENTS

#### 1. Prior Agreements

The obligations set forth in this MOU are independent of the rights and obligations of any previous MOUs between EOS and the District. This MOU is entered into solely for the purposes of the services described herein and is not intended to impact the prior MOUs in anyway.

#### 2. Working together

Each of the Collaborators is committed to working together and, in the furtherance of meeting their objectives, agree to the following:

EOS shall provide the District:

a) On-going, candid communication and feedback loops that provide early opportunities to make

<sup>&</sup>lt;sup>3</sup> One hundred percent by August 1, 2017

## MEMORANDUM OF UNDERSTANDING Lamar Consolidated Independent School District & Equal Opportunity Schools OPPORTUNITY OPPORTUNITY



adjustments where needed.

- b) High-quality EOS staff who effectively enable schools to achieve Collaboration Objectives.
- c) Confidential treatment of personally identifiable student and parent information, as set forth in Exhibit A below.

#### The District shall provide EOS:

- a) Full and willing participation from all participating school sites and the District in analyzing data and engaging the school staff in finding all Missing Students.
- b) Previously agreed upon student-level data in order to generate student lists, create Student Insight Cards, and track student enrollment and academic performance.
- c) Access as needed to the District's data liaison for joint inquiry and analysis.
- d) Coordination, administration and completion of student and faculty surveys before Nov 1.
- e) Timely payment of fees.

#### 3. Limitation of Liability

EOS DOES NOT MAKE ANY EXPRESS WARRANTIES AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL EOS BE LIABLE FOR, AND THE DISTRICT HEREBY WAIVES ITS RIGHT TO PURSUE, ANY SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT OR OTHERWISE, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS'S PERFORMANCE OF THIS MEMORANDUM OF UNDERSTANDING. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS MEMORANDUM OF UNDERSTANDING.

#### 4. Student Confidentiality

The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit A below with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are in Exhibit A.

#### 5. Data Sharing

The District will provide EOS with data files containing the information contained in Exhibit B for all students who are in any Participating High School located within the District boundaries.

#### 6. Insurance

EOS shall maintain insurance in accordance with Exhibit C.

### **MEMORANDUM OF UNDERSTANDING** Lamar Consolidated Independent School District & Equal Opportunity Schools Opportunity Schools Opportunity Schools



#### **SIGNATURES**

The signatures below, by the authorized representative of each Collaborator, signify the Collaborators' agreement and commitment to the terms of the Collaboration as outlined in this Memorandum of Understanding including the Exhibits herein.

Lamar Consolidated Independent Scho District	ool For Equal Opportunity Schools
Superintendent	Executive Director
Date	Date
Address	
City State Zip	
School District Accounts Payable Conta	
Full Name	Email Phone

## MEMORANDUM OF UNDERSTANDING Lamar Consolidated Independent School District & Equal Opportunity Schools OPPORTUNITY



#### **EXHIBIT A** – Confidential Information

#### **Definition**

For purposes of this Memorandum of Understanding, the term "Confidential Information" shall mean any and all personally identifiable student or parent information from District education records provided by District to EOS, in any medium.

#### **Acknowledgment of Applicable Law**

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99, and may also be subject to state law student confidentiality provisions. The Collaborators shall not engage in any behavior contrary to any such laws.

#### **EOS' Permitted Usage of Confidential Information**

EOS shall use Confidential Information solely for the purposes set forth in this Memorandum of Understanding. EOS will perform all work under this Memorandum of Understanding in a manner that does not permit personal identification of any individual student or parent by anyone other than (a) District personnel and (b) EOS personnel performing services contemplated by this Memorandum of Understanding.

#### **Restrictions upon EOS' Disclosure of Confidential Information**

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Memorandum of Understanding and (b) have agreed to be bound by EOS' non-disclosure agreement. Except as permitted by FERPA, EOS and its employees, contractors and other agents with access to Confidential Information shall not disclose any of the District's Confidential Information to any third party.

#### **Maintenance of Confidentiality**

EOS shall exercise due care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure and shall take all reasonable steps necessary to establish safeguards that are consistent with all applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA. Publication of any information compiled by EOS under this Memorandum of Understanding (other than to the District or its personnel in accordance with this Memorandum of Understanding) shall be in a manner that does not permit identification, directly or indirectly, of individual students or parents.

#### **Destruction of Confidential Information**

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records when that information is no longer needed for any purpose contemplated by this Memorandum of Understanding.

#### MEMORANDUM OF UNDERSTANDING Lamar Consolidated Independent School District & Equal Opportunity Schools OPPORTUNITY



#### **EXHIBIT B** – Data Sharing

EOS will use student-level data to study and evaluate its programs and services. Requested data may include the following and shall be provided as appropriate in written reports, data files, or spreadsheets. Data shall be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program). EOS will treat all data as Confidential Information, as defined by Exhibit A of this Agreement, and in accord with the requirements of FERPA and state and local policy.

- Course enrollment
- Course grades
- AP/IB exam scores at the student-level by student ID
- Course-, grade-, and school-specific average daily attendance (ADA)
- High school graduation status
- 6. Student college plans, admissions, and achievement (from the National Student Clearinghouse reports on post-secondary activity and completion)
- 7. Additional data, reports, or metrics implemented or tracked by schools and/or the District related to implementation of the Collaboration

#### MEMORANDUM OF UNDERSTANDING





#### **EXHIBIT C** – Insurance

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#### MEMORANDUM OF UNDERSTANDING



## Lamar Consolidated Independent School District & Equal Opportunity Schools Opportunity Schools Opportunity Schools

#### **EXHIBIT D** – EOS W-9

Eum W-9

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Form W-9 (Nev. 12-2014)

## DISCUSSION AND APPROVAL OF PROPOSED DATES FOR REGULAR BOARD MEETINGS AND WORKSHOPS FOR THE 2017-2018 SCHOOL YEAR

#### **RECOMMENDATION:**

That the Board of Trustees approve the following regular board meeting and workshop schedule for the 2017-2018 school year.

June 13	Regular Board Meeting	<b>Decen</b> 19 21	nber Board Workshop Regular Board Meeting
<b>July</b> No me	EETING	<b>Janua</b> 16	<b>ry</b> Regular Board Meeting
Augus	t	Febru	ary
1 15 17	Special Board Meeting Board Workshop Regular Board Meeting	13 15	Board Workshop Regular Board Meeting
Septer	mber	March	l
Septer 19 21	<b>nber</b> Board Workshop Regular Board Meeting	<b>March</b> 20 22	Board Workshop Regular Board Meeting
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The following conferences are scheduled for 2017-2018:

- TASB Summer Leadership Institute June 15 17, 2017 San Antonio
- TASA/TASB Convention October 6 8, 2017 Dallas
- TASB Winter Governance & Legal Seminar March 1 13, 2018 Galveston Island
- National School Boards Association Conference April 7 9, 2018 San Antonio

#### **IMPACT/RATIONALE:**

Each year the board sets the dates for its regular school board meetings for the coming year. Board workshops are scheduled for 6:30 p.m. and all regular meetings are scheduled for 7:00 p.m. at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

Recommended for approval:
Thomas Randle

9.B.#2. – PLANNING BOARD REPORT MAY 18, 2017

## CONSIDER APPROVAL OF NOMINATION OF CANDIDATE FOR POSITION ON THE TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS

RECOMMENDATION:
That the Board of Trustees approve the nomination of for Position B on the Texas Association of School Boards (TASB) Board of Directors.
IMPACT/RATIONALE:
Active member school boards may nominate an individual from its Board until June 30, 2017. The endorsement period, during which the district may support nominated candidates will open July 3 – August 29, 2017.
PROGRAM DESCRIPTION:
The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly of the Association. The individual Director is expected to attend five meetings of the Board each year, with one of the meetings being at the same time as the annual state convention in the fall. In addition, the Director will be asked to serve on a standing committee that will meet on an as-needed basis, normally in conjunction with a Board meeting.
Recommended for approval:

Thomas Randle

## CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE HOLDSWORTH CENTER

#### **RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding with The Holdsworth Center.

#### PROGRAM DESCRIPTION:

Founded by H-E-B Chairman and CEO Charles Butt, the Holdsworth Center has the goal of supporting and developing public school leaders in order to improve the quality of education offered to every child in every classroom in Texas.

Thirteen districts were named finalist, with only seven districts selected to participate in the program. The selected districts and finalists demonstrated an existing commitment to human capital and talent development and alignment of vision amoung the superintendent, key leadership team members and the board of trustees.

The Holdsworth Center, a new leadership institute based in Austin, selected Lamar CISD to participate in the center's inaugural cohort beginning in June.

Recommended for approval:

Thomas Randle

#### MEMORANDUM OF UNDERSTANDING BETWEEN

#### THE HOLDSWORTH CENTER AND

#### THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding ("MOU") is by and between The Holdsworth Center ("Center") and the Lamar Consolidated Independent School District ("District"). The effective date of this MOU is May 5. 2017 ("Effective Date").

#### RECITALS

WHEREAS, the Center is a leadership institute with a mission to "build great leaders who in turn build other leaders in order to deliver exceptional student outcomes"; and

WHEREAS, the Center pursues this mission by providing the opportunity to select Texas public school districts to participate as partners in the leadership institute; and

WHEREAS, the Center provides three core programs to each partner school district, including a district leadership program, a campus leadership program, and an implementation support program (collectively referred to as "the Program"); and

WHEREAS the District wishes to commit to serve as a partner district in the Program; and

WHEREAS, the District and the Center desire to describe the commitments by each party in order to ensure success of the Program;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained in the MOU, the parties agree as follows:

#### **AGREEMENT**

## ARTICLE I. INCORPORATION

1.1 The foregoing Recitals are incorporated into the MOU for all purposes. The following Exhibits A and B itemized below are hereby incorporated into the MOU for all purposes:

Exhibit A – Program Components Description and Timeframes

Exhibit B - Documentation and Data Requirements

## ARTICLE II. PURPOSE AND PROGRAM DESCRIPTION

- 2.1 The purpose of this MOU is to describe the commitments made by the Center and the District so that designated leaders of the District can participate in the Program. The Program will include, but not be limited to:
  - a. District Leadership Program: a two-year commitment by the Center and the District to participation by the District's superintendent and approximately five to seven members of the superintendent's leadership team, as determined by the superintendent, in all components of the district leadership program. This program will begin in year one of the MOU.
  - b. Campus Leadership Program: a commitment by the Center and the District to participation by the District's principals in all components of the campus leadership program. This program will generally include five cohorts of principals attending the program over staggered two-year phases. The first cohort of principals will begin the program in the summer of 2018, the second cohort in the summer of 2019, and the third and fourth cohorts in the summer of 2020, and the fifth cohort in the summer of 2021. The superintendent, with input from the Center, will select which principals will participate in this program in each cohort, and each district will be allocated seats in this program which equal approximately fifty percent (50%) of the total number of schools in the district. In the case of the Lamar Consolidated Independent School District, nineteen (19) total slots are projected, allocated across the five years at a rate of three (3) to four (4) principals per cohort.
  - c. Implementation support: a five year commitment by the District to implement and the Center to support implementation of the principles of the program in order to build a strategic leadership pipeline in the District, unless the parties agree to a different time commitment during the term of the MOU. The first year of this program will begin in year one of the MOU.
- 2.2 The core components of the Program as well as the timeframes for various components of the Program are described in Exhibit A. Although the Center may make adjustments to the Program from time to time, the attached Exhibit A reflects the level of commitment and investment by the District and its designated participants in the Program in terms of both time and effort, as well the nature and level of programming and support to be provided by the Center.

## ARTICLE III. OBLIGATIONS OF THE DISTRICT

- 3.1 In consideration of the Center's commitment as provided in this MOU, the District agrees to a full commitment to successful implementation of the Program, including, without limitation:
  - a. Obtaining formal approval and commitment by the District's Board of Trustees to support full participation by the District's designated participants in all aspects of the Program, including support for the time commitment for Program participants as reflected on Exhibit A.
  - b. Commitment by the superintendent and the leadership team designated by the superintendent to fully and effectively participate in all components of the Program, including the full two year district leadership program.
  - c. Commitment by the District's principals selected by the superintendent to fully and effectively participate in the required components of the Program, including the full two year campus leadership program.
  - d. Commitment by all of the District's Program participants to attend and fully participate in all scheduled components of the Program, including, but not limited to, scheduled trips and cohort activities. At a minimum, it is expected that Program participants will attend a minimum of ninety-five percent (95%) of all Program activities unless otherwise agreed to by the Center for extenuating circumstances. Full participation means the Program participant will be in attendance for the full amount of time of the Program activities (i.e. the participant will not arrive late or leave early), actively participate in Program activities, and minimize time spent on non-Program activities, such as phone discussions and emails. Full participation also requires the completion of all work and individual activities that may occur between trips and cohort activities.
- 3.2 The District will work cooperatively with the Center to coordinate the successful implementation of the Program.
- 3.3 The District shall provide work space for use by Center personnel for those Program activities that occur at the District. In general, the work space shall accommodate up to three people and be appropriate for conducting Program business, which shall include a reasonable degree of privacy for such work activities and be located in the District's primary administrative office building or a similar administrative facility of the District.
- 3.4 During the term of this MOU, the District agrees that it will not retain the services of another leadership development provider that provides services or training that is similar to that provided in the Program, without the written consent of the Center. This provision applies to leadership training that is provided to superintendents and/or principals that involves a multi-year

commitment by the participants or District. It does not apply to individual conferences, seminars, or other programs attended by superintendents or principals on a limited or routine basis.

- as the District's superintendent, then the District shall require that the new superintendent begin participation in the Program upon employment in that capacty. If a member of the superintendent's leadership team is no longer employed in a leadership capacity during the term of the district leadership program, then the superintendent, with the input of the Center, shall select a new individual to continue participation in the district leadership program. If a principal who is at the time participating in a principal cohort program no longer is employed by the district as a principal, then the superintendent, with the input of the Center, shall select either that principal's replacement or another principal in the District to continue participation in the cohort.
- 3.6 If the District terminates its participation in the Program prior to the end of the term of the MOU, or if the District fails to meet the commitments described in this MOU, then the District shall reimburse the Center for any out-of-pocket, third party costs of any Program activities, including costs of transportation, lodging, food, and fees.
- 3.7 The District's superintendent and leadership team is responsible for reporting to the District's Board of Trustees periodically regarding Program activities.

## ARTICLE IV. OBLIGATIONS OF THE HOLDSWORTH CENTER

- 4.1 In consideration for the District's agreement to the obligations contained in this MOU, the Center will provide all aspects of the Program related to the District's participation in the Program, including all staff and materials, as well as necessary travel, meals, and lodging free of charge.
- 4.2 During the Term of this MOU, the Center periodically will assess whether additional assistance and oversight may be needed on the part of the Center for the attainment of the objectives under this MOU to be met.
- 4.3 The Center will work with the District to coordinate the successful implementation of the Program.

#### ARTICLE V DATA AND RECORDS

5.1 To ensure success of the program, the Center must have access to certain District information and data. The District agrees to provide the Center the information and data described in Exhibit B to this MOU. The District will provide this information and data within sixty (60)

days of the effective date of the MOU or within sixty days after the information becomes available to the District, whichever date is later. All such information should be updated annually on each anniversary of the effective date of the Agreement or upon request by the Center if the information is available.

- Confidentiality of Records. To the extent permitted by law, each party to this MOU 5.2 will keep any Confidential Information (as defined below) of the other party confidential and shall not release such Confidential Information to any other party without the consent of the other party. For purposes of this MOU, the term "Confidential Information" means non-public information that a party maintains as "confidential." Confidential Information does not include information that: (i) has become generally available to the public other than through any improper action of recipient; (ii) the discloser regularly discloses to third parties without restriction on disclosure; (iii) the recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements. The parties acknowledge that the District, as a public independent school district, is subject to the Texas Public Information Act ("PIA") and as such, may be required to release information as required by law. Notwithstanding the foregoing, the District shall provide prompt notice to the Center of any request it receives under a PIA request and the Center has the right to seek an opinion from the Texas Attorney General as to whether the information may be withheld from disclosure.
- 5.3 Student Records. Certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by a District, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"). For purposes of this MOU and the District's participation in the Program, the District may provide confidential student and parent data to the Center solely for the purpose of compiling information and assessing the attainment of performance measures in the Program. To the extent that such records are provided, the District has determined that the Center has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the students who are affected by the Program and the Center as its agent solely for the purpose of sharing such educational records. The Center shall provide all reasonable safeguards for the protection of the confidentiality of student and parent data.
- 5.4 Review and Audit of Records. The Center shall have the right at any reasonable time during the Term of this MOU to review and/or audit the records maintained by the District related to the Program.

ARTICLE VI TERM; TERMINATION

- 6.1 Term. This MOU shall be for a term of six (6) years commencing on the Effective Date and expiring on May 31, 2023 ("Initial Term").
- 6.2 <u>Termination for Cause</u>. Either party may terminate this MOU before the expiration of the Term in the event that the other party fails to fulfill any obligation, condition, term, provision, or covenant contained in this MOU no earlier than thirty (30) days after written notice by either party of such breach or non-fulfillment. In the event that this MOU is terminated for a breach by the District, the may recover investment costs as described in Article Three above. Neither party shall be entitled to consequential damages under this MOU.
- 6.3 <u>Termination for Convenience</u>. Notwithstanding any other provision of this MOU, either party may terminate this MOU at any time, with fifteen days written notice to the other party, with or without cause. In the event that the District terminates this MOU for convenience, the Center may recover investment costs as described in Article Three above. Neither party shall be entitled to consequential damages under the MOU.

## ARTICLE VII GENERAL AND MISCELLANEOUS PROVISIONS

- 7.1 Entire MOU. The terms and conditions of this MOU, including the Recitals and Exhibits, which are incorporated herein, constitute the entire MOU between the Center and the District with respect to the subject matter set forth herein and supersede all prior discussions and agreements, whether verbal or written.
- 7.2 <u>Jurisdiction and Venue</u>. Each party consents and submits to the jurisdiction of the state and federal courts located in the State of Texas for purposes of any action, suit or proceeding arising out of or relating to this MOU and agrees that exclusive venue for any action, suit or proceeding arising out of or relating to this MOU in any court or tribunal other than the administrative agencies of the State of Texas or in the courts of the State of Texas for Travis County or the United States District Court for the Southern District of Texas, Western Division.
- 7.3 <u>Governing Law</u>. The laws of the State of Texas, without regard to its conflict of law provisions, will govern this MOU, its construction, and the determination of any rights, duties, obligations, and remedies of the parties arising out of or relating to this MOU.
- 7.4 <u>Counterparts, Facsimile Transmissions</u>. This MOU may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each party may rely on facsimile signature pages as if such facsimile pages were originals.
- 7.5 <u>Assignment</u>. Except as otherwise provided in this MOU, neither party may assign or delegate any rights or obligations under this MOU without the prior written consent of the other party.

- 7.6 <u>Amendment</u>. This MOU will not be altered, amended, modified, or supplemented except in a written document executed by the parties.
- 7.7 <u>Waiver</u>. No waiver of any provision of this MOU will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this MOU, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 7.8 Severability. The parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this MOU shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the parties.
- 7.9 <u>Successors and Assigns</u>. This MOU will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 7.10 No Third-party Rights. This MOU is made for the sole benefit of the Center and the District and their respective successors and permitted assigns. Nothing in this MOU will create or be deemed to create a relationship between the parties to this MOU and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 7.11 <u>Headings and Captions</u>. The headings and captions appearing in this MOU have been included only for convenience and shall not affect or be taken into account in the interpretation of this MOU.

THE HOLDSWORTH CENTER

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_\_\_ By: \_\_\_\_\_\_ By: \_\_\_\_\_\_ Name: Thomas Randle
Title: \_\_\_\_\_\_ Title: Superintendent
Date: 5-2-17

#### CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

#### **RECOMMENDATION:**

That the Board of Trustees consider approval of budget amendment requests.

#### **IMPACT/RATIONALE:**

The proposed budget amendments require school board approval because budgeted funds are being reallocated between functional categories and/or new budgets are being established.

#### PROGRAM DESCRIPTION:

Budget amendments are mandated by the state for budgeted funds reallocated from one functional level, and state and/or federal program to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and amendments are for legal compliance. Other budget amendments are determined by the School Board.

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 15.0)

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Yvonne Dawson, RTSBA, Budget and Treasury Officer

Recommended for approval:

Thomas Randle

Lamar Junior High School is requesting a budget change to pay to pay for wireless services.

199-23	School Leadership	(900.00)
199-51	Plant Maintenance & Operations	900.00

Fulshear High School is requesting a budget change to purchase cell phone and additional supplies for new assistant principal.

199-51	Plant Maintenance & Operations	(980.00)
199-23	School Leadership	980.00

The Student Services Department is requesting a budget change to pay for wireless services.

199-32	Social Work Services	(375.00)
199-33	Health Services	(175.00)
199-51	Plant Maintenance & Operations	550.00

The Special Education Department is requesting two budget changes:

The first budget change is to pay for homebound teachers and other related service staff district mileage charges.

199-13	Curriculum and Instr. Staff Development	(7,450.00)
199-11	Classroom Instruction	7,450.00

The second budget change is to purchase instructional supplies for students on various campuses.

199-21	Instructional Leadership	(15,000.00)
199-11	Classroom Instruction	15,000.00

#### 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 April 2017 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:

Thomas Randle

#### **SCHEDULE OF APRIL 2017 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 April total \$22,873,914 and are shown below by category:

3-Digit Object	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	15,624,455
614	Employee Benefits	701,022
621	Professional Services	17,526
623	Education Services Center	37,994
624	Contracted Maintenance and Repair Services	346,554
625	Utilities	167,268
626	Rentals and Operating Leases	71,796
629	Miscellaneous Contracted Services	805,854
631	Supplies and Materials for Maintenance and Operations	307,739
632	Textbooks and Other Reading Materials	218,847
633	Testing Materials	36,504
634	Food Service	440,440
639	General Supplies and Materials	1,045,872
641	Travel and Subsistence Employee and Student	247,095
642	Insurance and Bonding Costs	259
643	Election Expense	815
649	Miscellaneous Operating Costs/Fees and Dues	157,957
662	Building Purchase, Construction, and/or Improvements	2,487,849
663	Furniture & Equipment - \$5,000 or more per unit cost	152,192
131	Inventory Purchases	1,687
217	Operating Transfers, Loans and Reimbursements	3,248
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	941
	Total	22,873,914

#### **PROGRAM DESCRIPTION:**

Michele Reynolds

The report above represents all expenditures made during the month of April 2017 including prior month purchasing card transactions. The detailed check information is available upon request.

Submitted by,

Michele Reynolds, Director of Finance Recommended for approval:

Thomas Randle

# LAMAR CONSOLIDATED I.S.D. GENERAL FUND YEAR TO DATE CASH RECEIPTS AND EXPENDITURES (BUDGET AND ACTUAL) AS OF APRIL 30, 2017

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	148,041,418.00	148,146,854.00	105,436.00	100.1%
5800-STATE PROGRAM REVENUES	97,726,537.00	60,143,553.00	(37,582,984.00)	61.5%
5900-FEDERAL PROGRAM REVENUES	1,725,000.00	2,084,995.00	359,995.00	120.9%
7900- OTHER RESOURCES	-	-	-	
TOTAL- REVENUES	247,492,955.00	210,375,402.00	(37,117,553.00)	85.0%
EXPENDITURES				
6100-PAYROLL COSTS	207,698,172.00	137,317,384.00	70,380,788.00	66.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,211,973.00	12,329,443.00	11,882,530.00	50.9%
6300-SUPPLIES AND MATERIALS	12,595,255.00	6,970,479.00	5,624,776.00	55.3%
6400-OTHER OPERATING EXPENDITURES	5,183,941.00	2,234,025.00	2,949,916.00	43.1%
6600-CAPITAL OUTLAY	1,853,451.00	831,491.00	1,021,960.00	44.9%
TOTAL-EXPENDITURES	251,542,792.00	159,682,822.00	91,859,970.00	63.5%

	BEGINNING	TOTAL	TOTAL	TOTAL	MONTH END
ACCOUNT NAME	BALANCE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
TexPool accounts are as follows:					
Food Service General Account	2,525,853.44 126,553,241.44	0.00	0.00 17,473,750.00	1,478.39 69,341.47	2,527,331.83 109,148,832.91
Health Insurance	4,466,687.80	1,260,416.67	850,000.00	3,087.53	4,880,192.00
Workmen's Comp Property Tax	363,069.16 7,588,925.48	38,333.33 1,867,922.84	0.00	230.69 5,029.55	401,633.18 9,461,877.87
Vending Contract Sponsor	477,964.54	0.00	0.00	279.72	478,244.26
Deferred Compensation Debt Service Series 2007	2.55 255.96	0.00	0.00 0.00	0.00 0.16	2.55 256.12
Capital Projects Series 2005	228,570.92	0.00	0.00	133.80	228,704.72
Student Activity Funds Taylor Ray Donation Account	41,103.56 2,572.11	0.00 0.00	0.00	23.94 1.50	41,127.50 2,573.61
Capital Projects Series 2007	210,255.33	0.00	0.00	123.08	210,378.41
Common Threads Donation Debt Service Series 2008	53,523.67 216.26	0.00 0.00	0.00	31.36 0.00	53,555.03 216.26
Capital Projects 2012A	1,514,717.58	0.00	535,376.30	778.57	980,119.85
Debt Service 2012A Debt Service 2012B	2,127,606.75 358,994.58	0.00 0.00	0.00	1,245.33 210.10	2,128,852.08 359,204.68
Debt Service 2014A	982,014.31	0.00	0.00	574.78	982,589.09
Debt Service 2014B Debt Service 2013	1,043,005.80 197,779.18	0.00 0.00	0.00 0.00	610.50 115.76	1,043,616.30 197,894.94
Debt Service 2013A Debt Service 2015	458.26	0.00	0.00	0.30	458.56
Capital Projects 2015	4,014,546.48 59.89	0.00 0.00	0.00 0.00	2,349.77 0.00	4,016,896.25 59.89
Debt Service 2016A Debt Service 2016B	1,869,626.88	0.00	0.00	1,094.31	1,870,721.19
Debt Service 2017	494,303.78 1,741,270.03	0.00 0.00	0.00	289.35 1,019.20	494,593.13 1,742,289.23
Debt Service 2017 Capitalized Interest	2,087,041.25	0.00	0.00	1,221.58	2,088,262.83
Capital Projects 2017	10,004,199.32	0.00	3,768.08	5,854.81	10,006,286.05
Lone Star Investment Pool Government Overnight F		0.00	0.00	2.95	E 0E1 16
Capital Projects Fund Workers' Comp	5,048.31 724,790.25	0.00 0.00	0.00 0.00	2.85 408.87	5,051.16 725,199.12
Property Tax Fund	32,335.10	0.00	0.00	18.24	32,353.34
General Fund Food Service Fund	2,601,998.35 90,984.35	0.00 0.00	0.00 0.00	1,467.85 51.33	2,603,466.20 91,035.68
Debt Service Series 1996	0.01 704.45	0.00	0.00	0.00	0.01
Capital Project Series 1998 Debt Service Series 1990	0.04	0.00	0.00	0.40 0.00	704.85 0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999 Capital Projects 2007	0.01 386.17	0.00 0.00	0.00 0.00	0.00 0.22	0.01 386.39
Capital Projects 2008 Capital Projects 2012A	0.31 43.10	0.00	0.00	0.00	0.31
Capital Projects 2012A	340,740.65	0.00	204,177.61	0.02 169.65	43.12 136,732.69
Capital Projects 2014B Capital Projects 2015	17.13	0.00 0.00	0.00	0.01	17.14
Debt Service Series 2015	17,029,967.37 1,895,334.13	0.00	1,834,569.95 0.00	9,381.59 1,069.21	15,204,779.01 1,896,403.34
Capital Projects 2017	10,051,541.09	0.00	0.00	5,670.36	10,057,211.45
MBIA Texas CLASS Fund					
General Account Capital Project Series 1998	15,508,336.64 914.08	0.00 0.00	0.00	13,479.73 0.85	15,521,816.37 914.93
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007 Capital Projects Series 2012A	1.00 9,621,700.38	0.00 0.00	0.00 0.00	0.00 8,363.12	1.00 9,630,063.50
Capital Projects 2015	1,109,349.34	0.00	260,732.90	781.83	849,398.27
Debt Service 2015 Capital Projects 2017	951,975.78 25,010,605.34	0.00 0.00	0.00	827.44 14,720.47	952,803.22 25,025,325.81
TEVETAD					
TEXSTAR Capital Projects Series 2007	747.03	0.00	0.00	0.36	747.39
Debt Service Series 2008 Capital Projects Series 2008	13.86 976,402.58	0.00	0.00	0.00	13.86
Debt Service Series 2012A	40.45	0.00 0.00	0.00 0.00	572.95 0.00	976,975.53 40.45
Debt Service Series 2012B	1,712.41	0.00	0.00	0.95	1,713.36
Capital Projects Series 2012A Debt Service 2013	12.21 4,535.81	0.00 0.00	0.00 0.00	0.00 2.69	12.21 4,538.50
Capital Projects 2014A	139.75	0.00	0.00	0.05	139.80
Capital Projects 2014B  Debt Service 2015	4,039.85 3,317,874.94	0.00 0.00	0.00 0.00	2.40 1,946.92	4,042.25 3,319,821.86
Capital Projects 2015	47,948,231.78	0.00	0.00	28,135.68	47,976,367.46
Capital Projects 2017	25,010,586.10	0.00	0.00	14,676.15	25,025,262.25
TEXAS TERM/DAILY Fund Capital Projects Series 2007	1,011,408.02	0.00	0.00	621.55	1,012,029.57
Capital Projects Series 2007  Capital Projects Series 2008	141.64	0.00	0.00	0.09	141.73
Capital Projects Series 2012A Capital Projects Series 2014A	56.87	0.00 0.00	0.00	0.03	56.90
Capital Projects Series 2014B	0.32 2,342,493.74	0.00	0.00 80,357.70	0.00 1,427.40	0.32 2,263,563.44
Debt Service 2015 Capital Projects 2015	135,507.46 15,244,186.59	0.00 0.00	0.00	83.28 9,368.22	135,590.74 15,253,554.81
Capital Projects 2017	25,011,187.04	0.00	0.00	15,370.59	25,026,557.63
			AVG. RATE	CURRENT MONTH	
ACCOUNT TYPE			OF RETURN	EARNINGS	
TEXPOOL ACCOUNT INTEREST			0.71	\$95,125.55	
LONE STAR ACCOUNT INTEREST			0.69	\$18,240.60	
MBIA TEXAS CLASS ACCOUNT INTEREST			1.06	\$38,173.44	
TEXSTAR ACCOUNT INTEREST			0.71	\$45,338.15	
TEXAS TERM/DAILY ACCOUNT INTEREST			0.75	\$26,871.16	
TOTAL CURRENT MONTH EARNINGS					\$223,748.90
EARNINGS 9-01-16 THRU 3-31-17					\$905,299.37
TOTAL CURRENT SCHOOL YEAR EARNINGS					\$1,129,048.27

9.B.#6. – PLANNING BOARD REPORT MAY 18, 2017

## CONSIDER APPROVAL OF PURCHASE AGREEMENT FOR TASB ENERGY COOPERATIVE MEMBER PURCHASERS FIXED-RATE TRANSPORTATION FUEL PROGRAM

#### **RECOMMENDATION:**

That the Board of Trustees approve the purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorize the superintendent to negotiate and execute the purchase agreement.

#### **IMPACT/RATIONALE:**

Lamar CISD entered into an interlocal participation agreement with the TASB Energy Cooperative in April 2014 which allows the District to purchase fuel through the cooperative at a fixed rate. The new purchase agreement will start September 1, 2017 and expire August 31, 2018. The District will be able to purchase gasoline for ~ \$\_\_\_\_/g and diesel for ~\$\_\_\_\_/g. Prices will be established upon execution of the agreement. Under this agreement, the District guarantees to purchase 75,000 gallons of gasoline and 350,000 gallons of diesel fuel. This represents approximately 80% of the average combined fuel purchases per year, thereby allowing the District to purchase outside of this agreement should prices fall below the established pricing under this agreement.

#### PROGRAM DESCRIPTION:

Upon approval, Lamar CISD will purchase an estimated 80% of the annual fuel purchases through the TASB Energy Cooperative. This will allow the district to control budgets and expenditures if the price of fuel increases over the term of the agreement.

Submitted by: Kevin McKeever, Administrator for Operations

Mike Jones, Director of Transportation

Michele Leach, RTSBA, Purchasing and Materials Manager

Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle



#### **PURCHASE AGREEMENT**

## FOR TASB ENERGY COOPERATIVE MEMBER PURCHASERS FIXED-RATE TRANSPORTATION FUEL PROGRAM

AWARDED VENDOR NAME: Petroleum Traders Corporation COOPERATIVE MEMBER PURCHASER'S NAME: Lamar CISD

PLEASE RETURN ACCEPTANCE BY EMAIL TO SELLER AT: jvanderpool@PetroleumTraders.com

PURCHASER'S ADDRESS: 3911 Avenue I Rosenberg, TX 77471

PURCHASER'S TELEPHONE: 832-223-0282 PURCHASER'S EMAIL: mikejones@lcisd.org

PRICE PER GALLON:

**PRODUCT**: Ultra Low Sulfur Diesel #2

Subject to the terms and conditions contained in this Purchase Agreement ("Agreement"), Purchaser agrees to purchase, and Seller agrees to sell, the following product(s) at the price and in the quantities as set forth in this Agreement. Seller and Purchaser may be referred to individually as a "Party" and collectively as "Parties":

<b>VOLUME:</b> 340,000
PRODUCT: Regular Unleaded Gasoline
PRICE PER GALLON:
<b>VOLUME:</b> 52,500
1. ENERGY COOPERATIVE ADMINISTRATIVE FEE: The price per gallon includes the administrative fee provided for under the TASB Energy Cooperative ("Cooperative") contract award to Seller, which fee is based on the total number of gallons of Fuel purchased by Purchaser under this Purchase Agreement and calculated as follows:
a. Add, as applicable, \$0.05 per gallon for the number of gallons less than or equal to 500,000 gallons, plus \$0.02 per gallon for the number of gallons greater than 500,000 gallons but less than or equal to 1,000,000 gallons, plus \$0.005 per gallon for the number of gallons greater than 1,000,000 gallons.
b. Divide the total dollar amount calculated under (a) by the total gallons purchased to derive the service fee.
The administrative fee shall be paid by Seller to the Cooperative in accordance with the terms set forth in that certain Services Agreement between the Cooperative and Seller effective 9/1/14. If the Services Agreement is terminated for any reason before the expiration or termination of this Agreement, Seller shall cease collection of the administrative fee from Purchaser.
<b>DELIVERY PERIOD</b> : September 1, 2017 through August 31, 2018 ("Delivery Period")
CONTRACT TERM: This Agreement begins on the date it has been executed by both Parties and, unless terminated earlier as provided for herein, ends on the 90 <sup>th</sup> day after the date of the last delivery.
RACK: Yes No DELIVERED: Yes No F.O.B 5017 Ave I Rosenberg, TX 77471; 9200 Bois D'Arc Lane Fulshear, TX 77411
GALLONS:  ☐ Net ☐ Gross  TAXES: Excluded  DELIVERY FEES: ☐ Included ☐ Excluded  SUPERFUND: N/A ENVIRONMENTAL FEES: Excluded
Purchaser's Initials
Seller's Initials



Prices exclude all taxes and fees. Purchaser is responsible for all applicable taxes and fees and Purchaser will be billed for all taxes and fees as a separate line item. Seller will not be responsible for any taxes or fees associated with any changes or modification in Purchaser's tax status or tax rates. Purchaser acknowledges that taxes and fees are subject to change from time to time without notice and Purchaser shall be responsible for all taxes and fees including, without limitation, superfund fees, whether existing at the time of execution of this Agreement or subsequently imposed.

**FREIGHT IF BILLED SEPARATELY**: Purchaser will be billed at Seller's freight cost without markup. Freight rates are based on full transport loads of 7500 gallons minimum for diesel fuel and 8500 gallons minimum for gasoline. Prices per gallon will be adjusted as appropriate in cases where transport loads are less than the minimum gallon loads identified in this paragraph. In these cases, Purchaser will be billed the adjusted freight rate per gallon times the number of gross gallons received.

DELIVERY ADDRESS: 5017 Ave I Rosenberg, TX 77471; 9200 Bois D'Arc Lane Fulshear, TX 77411

**PURCHASER'S CREDIT TERMS:** All payments shall be made in United States dollars.

#### ADDITIONAL TERMS AND CONDITIONS OF SALE

- 1. **RATABLE USAGE**. During the Delivery Period of this Agreement, Purchaser shall use commercially reasonable efforts to lift each Product at each delivery point in accordance with the Ratable Schedule ("Schedule"), which is attached to this Agreement as Exhibit A and made a part of this Agreement for all purposes. Should Purchaser fail to lift the total number of gallons indicated for a particular month, Purchaser must make up the shortage by the end of the following month. Purchaser shall purchase the total number of gallons contracted for, as shown in the Schedule, and lift such total number of gallons by the end of the Delivery Period. If Purchaser purchases more gallons during the Delivery Period than the total number of contracted gallons, the additional gallons will be priced at a rate negotiated prior to delivery. Seller shall immediately notify Purchaser if Seller is or will be unable to deliver the Product in accordance with Schedule A or to make a specific scheduled delivery.
- 2A. SCHEDULED DELIVERIES. Purchaser shall notify Seller of the date on which a delivery is to be made and the number of gallons to be delivered. In the event Purchaser fails to take a scheduled delivery of any portion of the Product during the Delivery Period, through no fault of Seller, and does not take delivery within five (5) days of the scheduled date: (i) Purchaser agrees to immediately pay to Seller the positive amount, if any, resulting from the price for the Product set forth in the Agreement minus the then current market price for the Product for the undelivered quantity of Product; and (ii) Seller agrees to immediately pay to Purchaser the positive amount, if any, resulting from the then current market price for the Product minus the price for the Product set forth in this Agreement for the undelivered quantity of Product. If Seller fails to make a scheduled delivery of any portion of the Product to Purchaser during the Delivery Period, through no fault of Purchaser, and does not make delivery within five (5) days of the scheduled date, Seller agrees to immediately pay Purchaser the positive amount, if any, resulting from the then current market price for the Product minus the price for the Product set forth in this Agreement for the undelivered quantity of Product.
- **2B.** ACCOUNT RECONCILIATION. No later than 60 days after the date of the last delivery under this Agreement, Seller shall provide Purchaser with an account reconciliation showing the number of contracted gallons (as reflected in the Schedule) that Purchaser has not lifted or Seller has not delivered, if any, that have not been accounted and paid for as set forth in Section 2A. Any unused or undelivered contracted gallons will be billed to Purchaser if there is a loss, and credited to Purchaser if there is a gain, as determined using then current market prices. Upon request, Seller shall provide to Purchaser documentation supporting the calculation of any amounts to be credited or paid under Section 2A or this Section 2B.
- 3. **PAYMENT TERMS**. All invoices are payable 45 days from date of delivery of the Product. Payment may be made by check, warrant or electronically using a method agreed to by the Parties. All undisputed amounts not paid by the 46<sup>th</sup> day after the date of delivery of the Product shall bear interest at the rate provided for in Section 2251.025 of the Texas Government Code and shall be payable with all costs of collection, including, without limitation, Seller's attorneys' fees. If Purchaser disputes an invoice, it shall pay the undisputed portion and shall provide Seller with an explanation of the dispute. Upon resolution of the dispute, any amount subsequently found to

Seller	's Initials	

Purchaser's Initials



be owed to Seller shall be paid by Purchaser with interest at the rate provided for in Section 2251.025 within five (5) business days of resolution of the dispute.

- 4. **DEFAULT AND REMEDIES**. For purposes of this Agreement, a default by a Party means (i) the making of any materially false or inaccurate representation in this Agreement which the Party does not cure after at least ten (10) business days written notice; (ii) the failure to materially observe or comply with any provision or covenant in this Agreement which the Party does not cure after at least ten (10) business days written notice; or (iii) a repeated Party's default, the non-defaulting Party may terminate this Agreement by providing at least ten (10) days written notice of its intent to terminate and may seek all legal and equitable remedies permitted by law including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code as modified hereby. The nondefaulting Party may also seek its attorneys' fees, costs and expenses incurred in connection with the other Party's default. In addition, in the event any undisputed invoice is not paid when due, Seller, at its option, may suspend or condition further delivery of the Product, provided that Seller gives Purchaser written notice advising that Seller has not received payment and intends to suspend or condition further delivery as a result of such nonpayment, and Seller fails to pay the amount due on or before the ninth (9th) day after such notice is given, in which event all undisputed and past due balances shall become immediately due and payable. Each Party shall have the obligation to take commercially reasonable action to mitigate its damages. Upon the occurrence of any default, the non-defaulting Party may set off against the indebtedness any amounts owing by the non-defaulting Party to the defaulting Party, whether or not those amounts are immediately payable. Upon an event of default by Purchaser, Seller shall have the right to require Purchaser to make available the Product, the right to take possession of the Product with or without demand and with or without process of law, and the right to sell and dispose of the Product. The Parties agree that neither the TASB Energy Cooperative nor its administrator, the Texas Association of School Boards, Inc., shall in any way be liable to either Party for a Party's default, performance or nonperformance under this Agreement.
- 5. **SELECTION OF PRODUCTS**. Determination of the suitability of any Product for the contemplated use is the sole responsibility of Purchaser and no liability shall be imposed upon Seller in connection therewith. Purchaser agrees to assume all risk and liability for, and, to the extent permitted by law, indemnify and hold Seller harmless against, any and all loss, damage, or injury to persons or property, of Purchaser or others, arising out of the ownership, use, custody, control, or disposition of the Product by Purchaser, Purchaser's agents or employees, or by any third parties under Purchaser's control.
- 6. **RISK OF LOSS AND TITLE**. Risk of loss and title to products shall remain with Seller until Purchaser receives physical possession of the Product.
- 7. **DISCLAIMER OF WARRANTIES.** Seller warrants that the Product delivered to Purchaser will conform to the description on the first page of this Agreement (and related specifications). This is Seller's sole warranty regarding the quality of the Product. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY ITEMS PURCHASED OR SERVICES SUPPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND SPECIFICALLY EXCLUDED.**
- 8. LIMITATION OF LIABILITY. UNLESS AN EXPRESS REMEDY IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF EACH PARTY TO THE OTHER PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OR LIABILITY ARISING FROM USE OF THE PRODUCT BY PURCHASER, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Further, to the extent permitted by law, neither Party shall be liable to the other Party for damages, whether arising from performance of obligations under this Agreement, tort (including negligence), or otherwise for loss of anticipated profits, loss by reasons of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental, or consequential loss or damage.

9. <b>DEFECTS</b> . Purchaser shall, within thirty (30) days after delivery of the Product, notify Seller of any alleged
defect in the Product, or the failure of the Product to conform to any specifications. If, following such Notice, Seller
and Purchaser agree that there exists such a defect or failure to conform due to the fault of Seller, then, at Seller's
option, (i) the defective Product shall be returned, at Seller's expense, to Seller, properly safeguarded against normal

Seller's	Initials	

Purchaser's Initials



transit hazards as Seller may require, for replacement by Seller, or (ii) Purchaser and Seller shall negotiate an agreed amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Purchaser's failure to notify Seller of any such claimed defect or failure to conform within the thirty (30) day period shall constitute Purchaser's complete waiver of any such claim with respect to defects or nonconformance, and Purchaser's release and covenant not to sue Seller with respect to such claim.

- 10. **JURY TRIAL**. Each Party waives trial by jury as to any dispute, claim or cause of action arising under or relating to this Agreement.
- 11. **ACCEPTANCE.** Acceptance of delivery of the Product shall constitute irrefutable evidence of Purchaser's agreement to the terms and conditions contained in this Agreement.
- 12. **AUTHORITY**. No agent, employee, or representative of Seller or Purchaser has any authority to bind either Party to any affirmation, representation, or warranty concerning the Product or this Agreement unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included in writing in these terms and conditions or as an amendment thereto.
- 13. **NOTICE**. Any notice, designation, consent, delivery, approval, offer, acceptance, statement, request, or other communication required or allowed under this Agreement ("Notice" or in the verb form "Notify") shall be in writing. Any action required under this Agreement that is a term within the definition of "Notice" also shall be in writing. All notices required in this Agreement shall be deemed effective if made in writing and delivered to the recipient's address listed on the first page of this Agreement by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, with return receipt requested, (iii) first class or express mail, postage prepaid, or (iv) overnight courier service. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand, on the third business day after mailing if mailed by first class, registered, or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. Refusal by a party to accept a Notice shall not affect the giving of the Notice.
- 14. **INTERPRETATION, MODIFICATION AND ADDITIONAL TERMS**. Seller and Purchaser as a final expression of their agreement and also as a complete and exclusive statement of the terms of their agreement intend the terms and conditions contained in this Agreement. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meaning of these terms and conditions, even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity for objection. These terms and conditions can be modified or rescinded only by a writing signed by duly authorized agents of both Seller and Purchaser. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Party's purchase order, acknowledgement form, confirmation, or other document issued by a Party which conflict with these terms and conditions or increase either Party's obligations hereunder, are rejected and shall not be binding upon the Parties unless specifically identified and accepted in writing by a duly authorized agent of both Parties.
- 15. **DELEGATIONS AND ASSIGNMENT**. No delegation of any obligation owed by a Party, or of the performance of any obligation by a Party, shall be made without the written consent of the other Party. A Party may not assign its rights and obligations under this Agreement without the other Party's written consent, which shall not be unreasonably withheld. Any delegation or assignment without the other Party's written consent is void.
- 16. **WAIVER**. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.
- 17. **TAXES**. Purchaser represents that it is a local governmental entity that is exempt from sales, excise and usage taxes. Purchaser shall pay all federal, state, or local taxes or charges relating to the sale, delivery, or use of the Product from which it is not exempt. Purchaser shall be responsible for all taxes whether existing at the time of execution of this Agreement or subsequently imposed. In instances where Purchaser asserts exempt status from such taxes, Seller is under no obligation to verify such status and Purchaser shall indemnify Seller pursuant to paragraph 8 in the event that it is determined that Purchaser is or was not exempt from such taxes.

Purchaser's Initials	
Seller's Initials	



- 18. **APPLICABLE LAW AND VENUE**. This Agreement and the relationship between the Parties shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Texas. The Parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the Parties shall be in the Texas or Federal courts having subject matter jurisdiction and located in the county of Purchaser.
- 19. **RESPONSIBILITY TO WARN AND REPORT**. At and after title passes to Purchaser, Purchaser assumes all responsibility for warning Purchaser's personnel and any third parties on the premises of all hazards to persons and property. Purchaser also assumes the responsibility to warn and protect Purchaser's employees and others exposed to the hazards posed by Purchaser' storage and use of the Product. It is the responsibility of both Parties to comply with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11049 (EPCRA, also known as Title 111 of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 111)) resulting from the presence of the chemicals supplied under this Agreement.
- 20. **FORCE MAJEURE**. If, by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state or local law, order, rule, or regulation affecting all companies similar to Seller, either Party ("Claiming Party"), without negligence and upon exercise of due diligence, is prevented from complying with any obligation, covenant, or condition in this Agreement, then, while so prevented, the condition shall be suspended or the obligation or covenant shall be extended, the Claiming Party shall be relieved of the obligation to comply with such obligation or covenant, and the Claiming Party shall not be liable for damages for failure to so comply.

#### 21. MISCELLANEOUS.

- 21.1 **Binding Agreement**. Subject to Section 15, this Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and assigns.
- 21.2 **Invalid Provision/Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it. This Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- 21.3 **Amendments**. No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the Parties.
- 21.4 **Attorneys' Fees**. In the event of any litigation regarding the construction, enforcement, or validity of this Agreement, in addition to any other relief, the prevailing Party shall be entitled to recover its reasonable costs incurred, including attorneys' fees.
- 21.5 **Rule of Construction**. The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement.
- 21.6 **Headings**. The section headings in this Agreement are included solely for convenience, and shall in no event affect or be used in connection with the interpretation of this Agreement.
- 21.7 **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.
- 21.8 **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.
- 22.9 **Time of Essence**. Time is of the essence in this Agreement. The Parties shall have the right to treat all time deadlines contained in this Agreement as material and to terminate this Agreement or exercise such other remedies as may be provided in this Agreement in the event such time deadlines are not met.
- 21.10 **Computation of Time**. In computing a time period prescribed in this Agreement, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted

Purch	aser's	Initials	 
Se	eller's	Initials	



in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.

- 21.11 **Authority to Sign**. Each person signing this Agreement in a representative capacity on behalf of a Party warrants and represents to each other Party that (i) he has the actual authority and power to so sign, and to bind his principal to the provisions of this Agreement, and (ii) all entity action necessary for the making of this Agreement has been duly taken. Either Party represents and warrants to the other Party that it has complied with all rules, regulations and laws relating to its authority to execute and perform the obligations under this Agreement.
- 21.12 **Execution By Facsimile**. The Parties agree that they may transmit this Agreement for execution by electronic facsimile transmission. The Parties intend that facsimile or imaged signatures on this Agreement shall be deemed an original and be binding on them. However, if a Notice is transmitted by facsimile, the Notice shall not be deemed given in accordance with paragraph 13.
- 21.13 Non-Appropriation. Seller acknowledges that Purchaser is a governmental entity and that Purchaser's ability to perform its obligations under this Agreement is dependent upon the appropriation of public funds. The Parties agree that if the delivery period specified by Purchaser extends beyond Purchaser's then current fiscal year into its following fiscal year and (i) Purchaser does not appropriate sufficient funds for Purchaser's fiscal year that follows the initial fiscal year to continue the purchase of the total quantity of Product covered by this Agreement, and (ii) otherwise has no legally available funds for the purchase of the Product, this Agreement will terminate. Purchaser shall not be obligated to make contract payments beyond the amounts appropriated. However, if any funds are appropriated for Product costs, such funds shall be applied first to the cost of Product to be provided pursuant to this Agreement and any such funds shall not be used to pay for Product from any other vendor. Purchaser agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date under this Section, Seller shall have no further duty to supply Product to Purchaser.
- 21.14 **Support.** Seller shall maintain a telephone contact for customer service support for Purchaser. Purchaser may call 1-800-348-3605 for customer support and Seller shall notify Purchaser of any new customer support telephone number.
- 21.15. **Survival**. Expiration of this Agreement or termination by either party shall not affect the rights and obligations of the parties that accrued prior to expiration or the effective date of the termination. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.

Purchaser	Seller
By (Name/Title – please print)	Account Executive's Signature
Authorized Signature (Signer authorized to bind Purchaser to this Agreement)	Approved by Corporate Officer
Date	Date

Purchaser's Initials	
Seller's Initials	



Month	Unleaded Gasoline	Ultra Low Sulfur Diesel
AUGUST 2017		
SEPTEMBER* BEGIN *	7500	40000
OCTOBER	7500	40000
NOVEMBER		35000
DECEMBER	7500	10000
JANUARY	7500	40000
FEBRUARY		40000
MARCH	7500	40000
APRIL		40000
MAY	7500	30000
JUNE	7500	15000
JULY		5000
AUGUST 2018		5000
TOTAL GALLONS:	52,500	340,000

Purchaser's Initials	
Seller's Initials	

## CONSIDER APPROVAL OF MEMORANDUM OF AGREEMENT FOR ADDITIONAL RIGHT OF WAY FOR THE FM 762 IMPROVEMENTS

#### **RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Agreement from Fort Bend County and offer for additional right of way for the FM 762 improvements in the amount of \$810,482 and allow the Board President to execute the agreement.

#### **IMPACT RATIONALE:**

Fort Bend County is in the land acquisition process for the FM 762 road improvements. Part of these improvements will take place by the George Ranch High School Complex. The total acquisition is 9.80 acres. Attached is the Memorandum of Agreement and the deed documents for the 9.80 acres described.

#### PROGRAM DESCRIPTION:

Upon approval Fort Bend County, through PAS (Property Acquisition Services, LLC) will submit a request for payment for this right of way purchase.

Submitted by: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle



## PAS Property Acquisition Services, LLC

May 1, 2017

County: Fort Bend Project: FM 762

Limits: From FM 762/FM 2759 to South of LCISD on Crabb River Rd.

Parcel: 12

Lamar Consolidated Independent School District Attn: Kevin McKeever 3911 Avenue I Rosenberg, TX 77471

Dear Mr. McKeever:

Enclosed please find the following documents regarding the above referenced parcel:

- Memorandum of Agreement
- Warranty Deed w/ Legal Description and Survey

If you are in agreement with the County's offer, please return the signed Memorandum of Agreement to this office in the enclosed self-addressed envelope. If the deed is stylized correctly, I will request the closing documents from Stewart Title and submit to Fort Bend County for execution along with a funding request.

If you have any questions, please feel free to contact me at <u>mmahar@pascorp.net</u> or by telephone at (281) 343-7171.

Sincerely,

Mike Mahar

Acquisition Agent for Fort Bend County

Received by LCISID

MAY 0 2 2017

**Operations Office** 



## PAS Property Acquisition Services, LLC

May 1, 2017

Lamar Consolidated Independent School District Attn: Kevin McKeever 3911 Avenue I Rosenberg, TX 77471 County: Fort Bend Project: FM 762

ROW CSJ No.: 0543-03-074

Parcel No.: 12

#### MEMORANDUM OF AGREEMENT

Dear Mr. McKeever:

You have indicated a willingness to sign a deed for your property which consists of 9.80 acres (426,936 square feet) located on the Northeast line of FM 762, between Berdett Road and Booth Tract Road, Rosenberg, Texas 77469.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which Fort Bend County, Texas (the "County") will make payment. The payment of **\$810,482.00** as herein agreed will constitute full payment to be made by the County for the property to be conveyed to the State.

The County and the owner(s) have agreed to the following provisions.

Grantor is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit:

Retained Improvement	Retention Value
Sign w/ Landscaping (Electronic w/ Masonry)	\$680.00
Light Pole (Metal w/ Fixture)	\$1.00
Sign (Building Location)	\$1.00

Grantor covenants and agrees to remove the Retained Improvements from the Property within 30 days of closing, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Until payment is made by the County, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the County shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the County's Relocation Assistance Program and the mutual benefits to be derived by you and the County from the signing of this agreement.

The County, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

Page 1 of 2

It is suggested that you carefully review the proposed Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed, the County will proceed with the issuance of a warrant which will be made out jointly to you and to Stewart Title Company, agent for the County. This company has been designated as the County's closing agent and is responsible to see that the County obtains clear title. They will not make payment until clear title is secured. At the same time, you have the right to not accept payment until you are fully satisfied on all details of the transaction.

*	Sincerely,  Mike Mahar, Acquisition Agent	
I (We) fully understand the County's proposal as relocation assistance benefits are handled entirely se		that
Lamar Consolidated Independent School District		15
Ву:		
Name:		
Title:		
Data		

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



#### DEED

TxDOT ROW CSJ: 0543-03-074

TxDOT Parcel No.: 12

Grantor(s), whether one or more:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a political subdivision of the

State of Texas

Grantor's Mailing Address (including county):

3911 Avenue I Rosenberg, Texas 77471 (Fort Bend County)

#### Grantee:

THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

#### **Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

# Grantee's Mailing Address (including county):

125 E. 11<sup>th</sup> Street Austin, Texas 78701 (Travis County)

#### Consideration:

The sum of <u>Eight Hundred Ten Thousand Four Hundred Eighty-Two and no/100 Dollars</u> (\$810,482.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.



Form ROW-N-14 (Rev. 07/13) Page 2 of 3

#### **Property:**

All of that certain tract or parcel of land in Fort Bend County, Texas, being more particularly described in the attached Exhibit A (the "Property").

#### Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

- 1. Visible and apparent easements not appearing of record.
- 2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
- 3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Fort Bend County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit:

Retained Improvement	Retention Value
Sign w/ Landscaping (Electronic w/ Masonry)	\$680.00
Light Pole (Metal w/ Fixture)	\$1.00
Sign (Building Location)	\$1.00

Grantor covenants and agrees to remove the Retained Improvements from the Property within 30 days of closing, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR,** for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Form ROW-N-14 (Rev. 07/13) Page 3 of 3

EXECUTED on the date(s) of acknowledgement indicated below.

# **GRANTOR:**

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas

•	ate Acknowledgment
State of Texas	
County of	
This instrument was acknowledged before me on_	
by	
of Lamar Consolidated Independent School Dist	rict, a political subdivision of the State of Texas, and in the
capacity therein stated.	
	Notary Public's Signature

#### **EXHIBIT A**

.0County:

Fort Bend

Highway:

F. M. 762 (Crabb River Road)

**Project Limits:** 

From F. M. 762/F. M. 2759 to South of LCISD School on Crabb River Road

RCSJ No.:

0543-03-074

#### PROPERTY DESCRIPTION FOR PARCEL 12

Being a 9.80 acre (426,936 square feet) parcel of land out of and a part of the Wiley Martin Survey, Abstract 56, Ft. Bend County, Texas, also being out of and a part of a called 139.414 acre tract of land as described by deed dated October 19, 2006, from The George Foundation to Lamar Consolidated Independent School District, of record under Fort Bend County Clerk's File Number (F. B. C. C. F. No.) 2006134323, Official Public Records, Ft. Bend County, Texas (O. P. R., F. B. C., T.). Said 9.80 acre parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 5/8-inch iron rod found marking the easterly corner of said called 139.414 acre tract of land and having coordinates of N = 13,752,704.86, E = 3,023,515.50 (the metadata for this and other monuments mentioned herein is listed in the notes at the end of this metes and bounds description);

THENCE South 56° 37' 31" West, with the southerly line of said called 139.414 acre tract, a distance of 2,081.02 feet to an angle point;

THENCE South 56° 11' 12" West, with the southerly line of said called 139.414 acre tract, a distance of 753.36 feet to a 5/8-inch iron rod with aluminum TxDOT cap set on the proposed northeasterly right-of-way line of F. M. 762 (width varies), marking the southeasterly corner of the herein described parcel and the POINT OF BEGINNING, said 5/8-inch iron rod with cap having coordinates of N = 13.751.140.83, E = 3.021.151.73;

- 1) THENCE South 56° 11' 12" West, passing at a distance of 86.40 feet a 5/8-inch iron rod found on line and continuing for a total distance of 96.44 feet to a point on the existing northeasterly right-of-way line of F. M. 762 (width varies), as described by deed dated May 1, 1956, from Mamie George to The State of Texas, of record in Volume 348, Page 611 of the (D. R., F. B. C., T.).
- THENCE North 38° 23' 50" West, with said existing northeasterly right-of-way line of F. M. 762, a distance of 1,911.22 feet to a point for the beginning of a curve to the right of the herein described parcel;

#### **EXHIBIT A**

- 3) THENCE continuing with the existing northeasterly right-of-way line of F. M. 762, with said curve to the right, having a radius of 1,300.00 feet, an internal angle of 17° 46' 51", chord bearing North 29° 23' 55" West, a chord length of 401.82 feet, an arc distance of 403.44 feet to a point for tangency of the herein described parcel;
- 4) THENCE North 20° 28' 54" West, continuing with the existing northeasterly right-of-way line of F. M. 762, a distance of 1,074.20 feet to a 1" iron pipe found marking the southwesterly corner of a called 10.524 acre tract of land, as described by deed dated July 25, 1958, from The George Foundation to Ben Wayne Hibbler and Wife, Dorothy Hibbler, of record in Volume 381, Page 301, (D. R., F. B. C., T.) being the northwesterly corner of the herein described parcel;
- 5) THENCE with the proposed easterly right of way line of F.M. 762 the following courses and distances:
- 6) North 86° 55' 24" East, with the southerly line of said called 10.524 acre tract, a distance of 106.54 feet to a 5/8-inch iron rod with aluminum TxDOT cap set marking the northeasterly corner of the herein described parcel;
- 7) THENCE South 20° 29' 36" East, a distance of 160.83 feet to a 5/8-inch iron rod with aluminum TxDOT cap set marking a point of intersection of the herein described parcel;
- 8) THENCE South 87° 19' 17" East, a distance of 511.09 feet to a 5/8-inch iron rod with aluminum TxDOT cap set marking a point of intersection of the herein described parcel;
- 9) THENCE South 19° 13' 52" East, a distance of 194.30 to a 5/8-inch iron rod with aluminum TxDOT cap set marking a point of intersection of the herein described parcel;
- 10) THENCE South 70° 35' 32" West, a distance of 465.67 to a 5/8-inch iron rod with aluminum TxDOT cap set marking a point of intersection of the herein described parcel;
- 11) THENCE South 69° 30' 04" West, a distance of 14.90 to a 5/8-inch iron rod with aluminum TxDOT cap set marking a point of curvature to the left;
- 12) THENCE with said curve to the right having a radius of 4,925.00 feet, an internal angle of 17° 26' 36", a chord bearing of South 29° 34' 33" West, and chord distance of 1,493.61 feet, passing at a distance of 59.18 feet a 5/8-inch iron rod set marking Station 255+00 (offset 75.00 feet left) and continuing for a total arc distance of 1,499.39 feet to a 5/8-inch iron rod with aluminum TxDOT cap set marking a point of tangency of the herein described parcel;

#### **EXHIBIT A**

- 13) THENCE South 38° 17' 51" East, passing at a distance of 37.97 feet a 5/8-inch iron rod with TxDOT cap set marking Station 270+00 (offset 75.00 feet left) and continuing for a total distance of 1,272.41 feet to a 5/8-inch iron rod with aluminum TxDOT cap set marking a point of intersection of the herein described parcel;
- 14) THENCE North 50° 11' 44" East, a distance of 29.67 feet to a 5/8-inch iron rod with aluminum TxDOT cap set marking a point of intersection of the herein described parcel;
- 15) THENCE South 38° 16' 54" East, a distance of 12.42 feet to the POINT OF BEGINNING, containing 9.80 acres (426,936 square feet) of land;
- \*\* The monument described and set in this call may be replaced with a TxDOT Type II right-ofway marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access will be permitted to the remainder property abutting the highway facility.

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983, 2011 Adjustment, Epoch 2010. All distances and coordinates herein are surface and may be converted to grid by dividing by a combined scale factor of 1.00013.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

By: Huitt-Zollars, Inc.

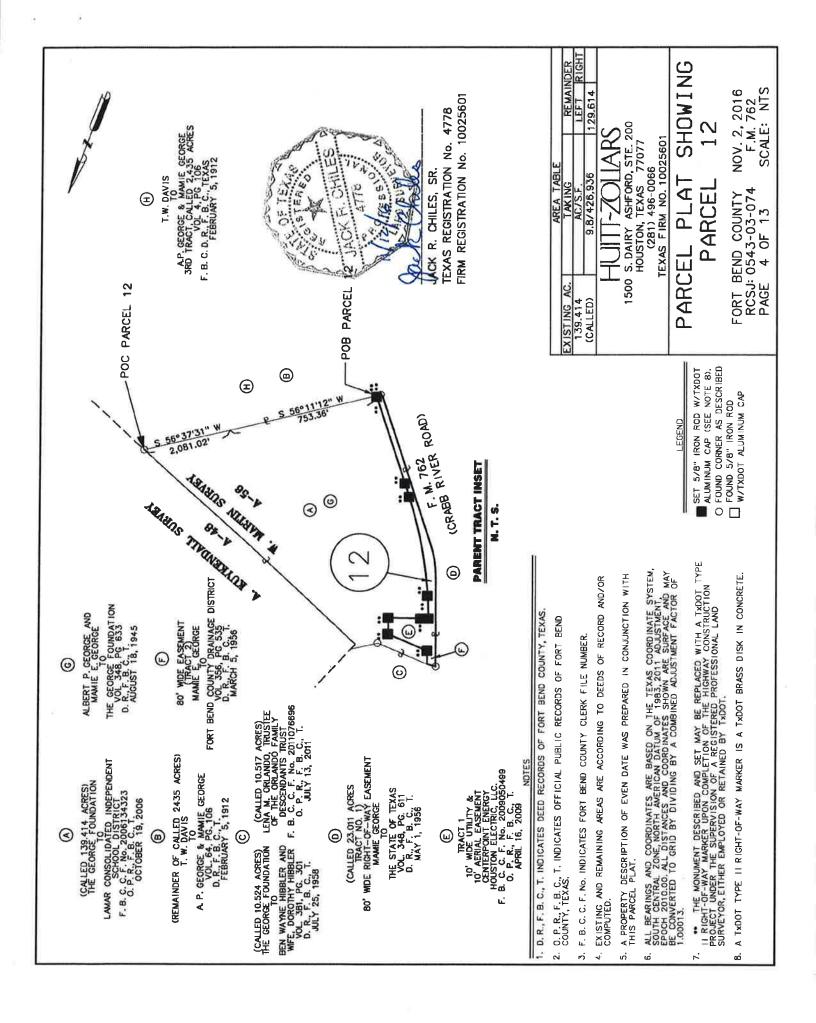
Jack R. Chiles, R.P.L.S. Texas Registration No. 4778

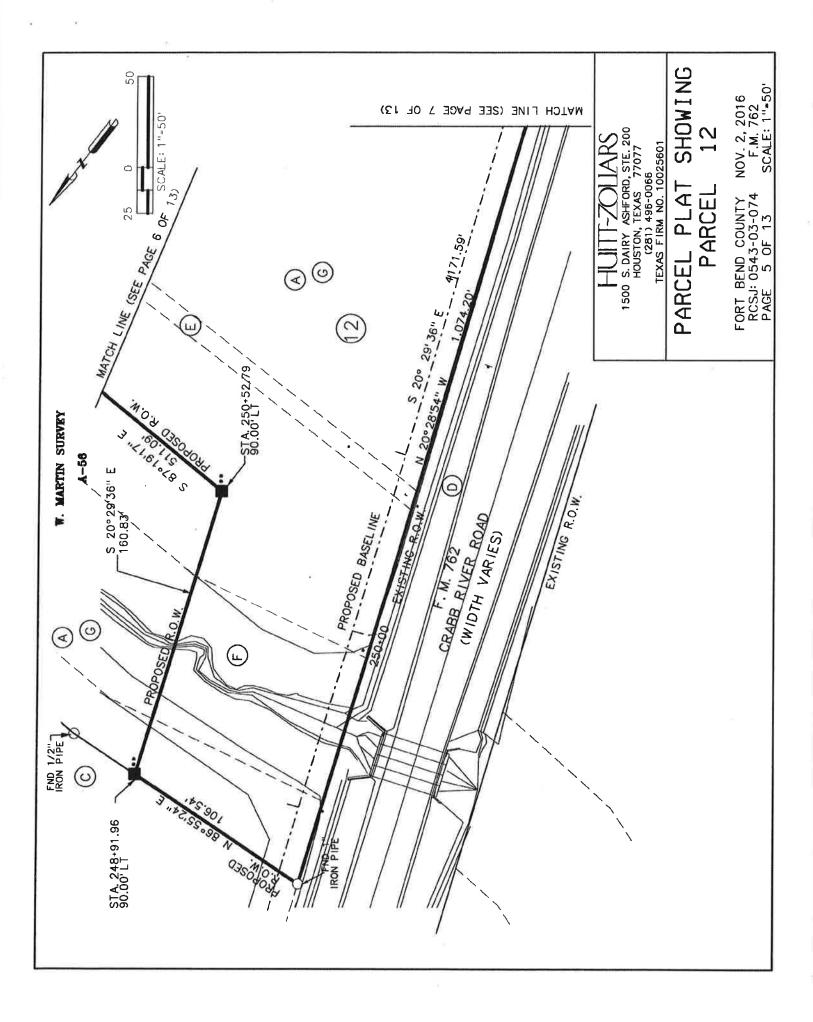
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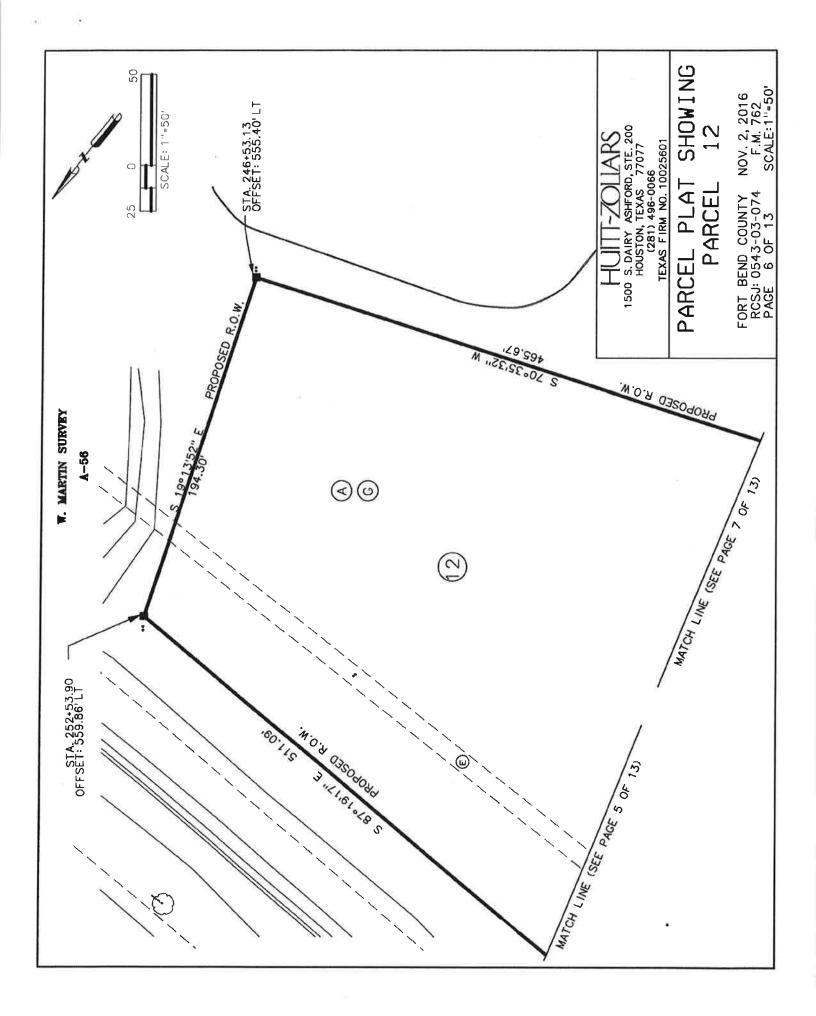
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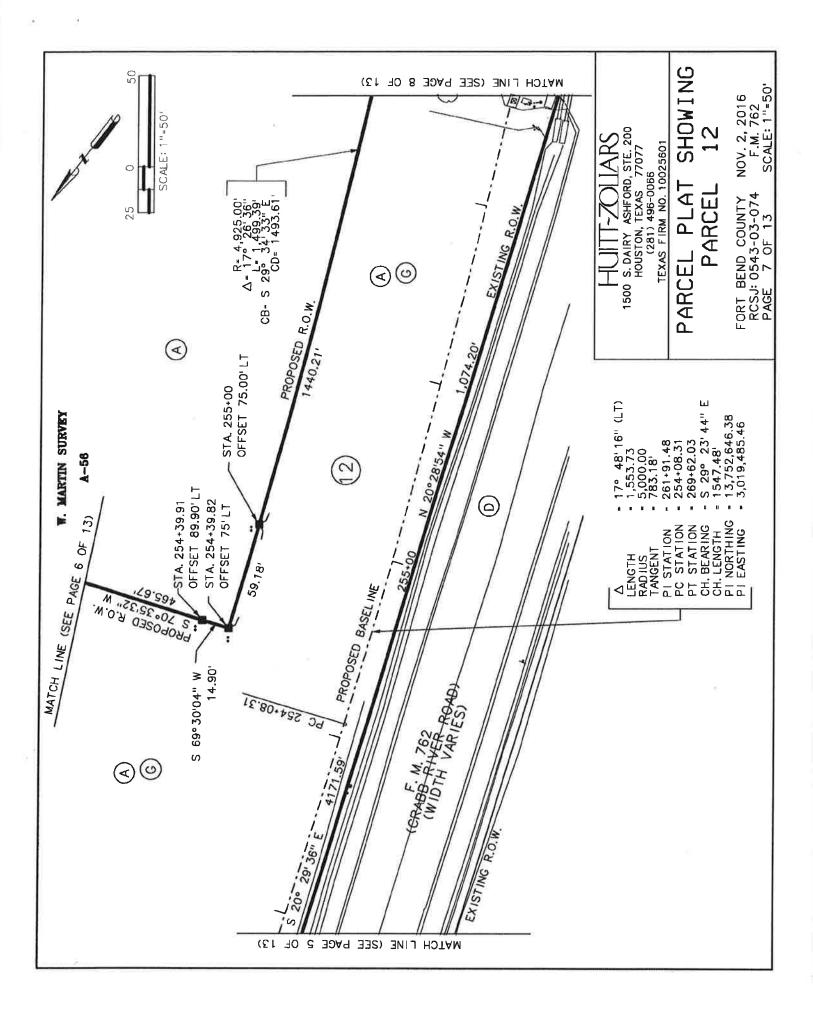
(281) 496-0066

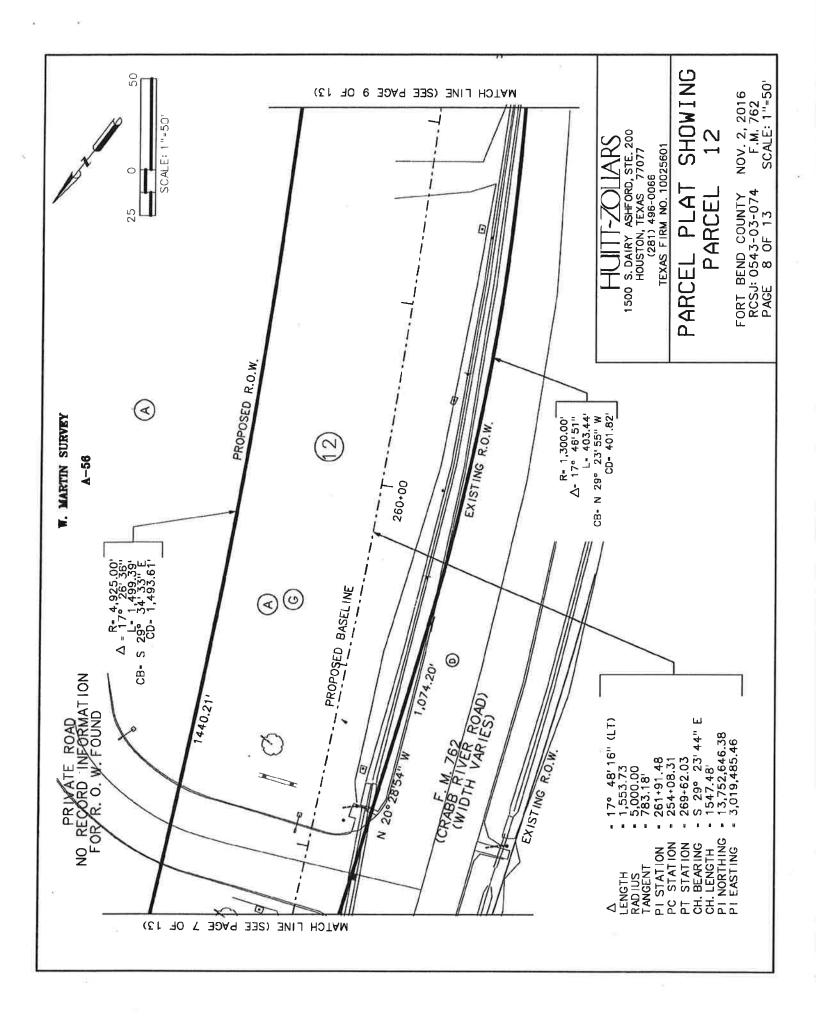
\*Firm Registration No. 10025601

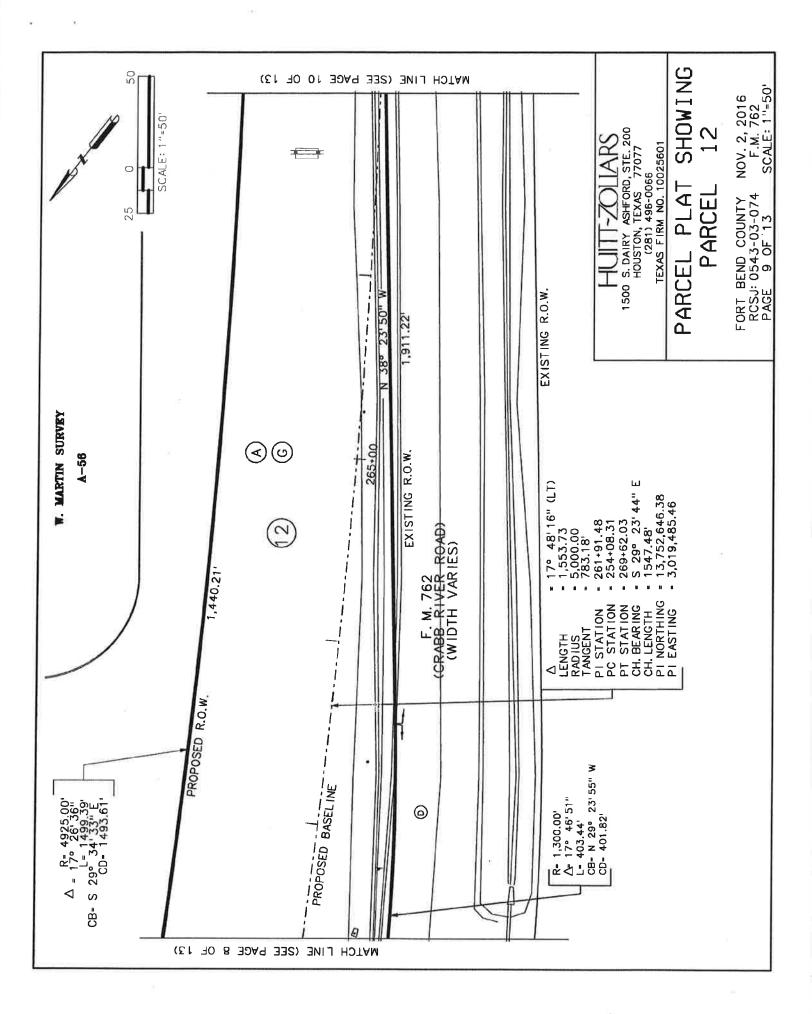


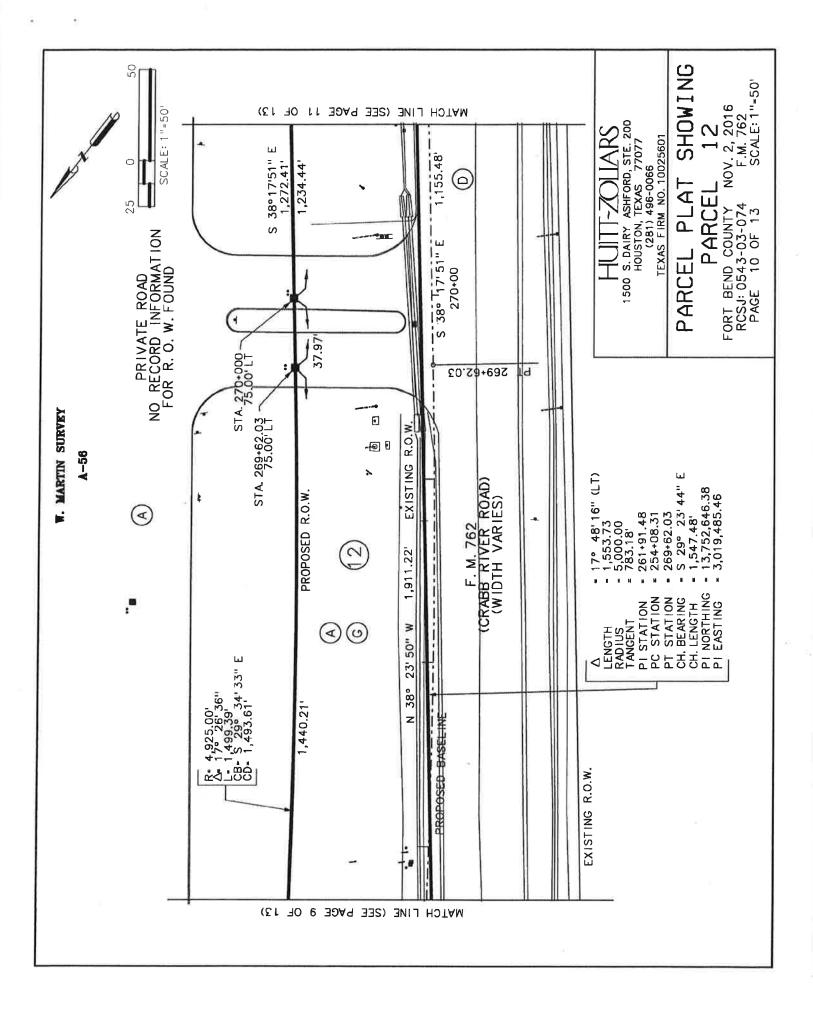


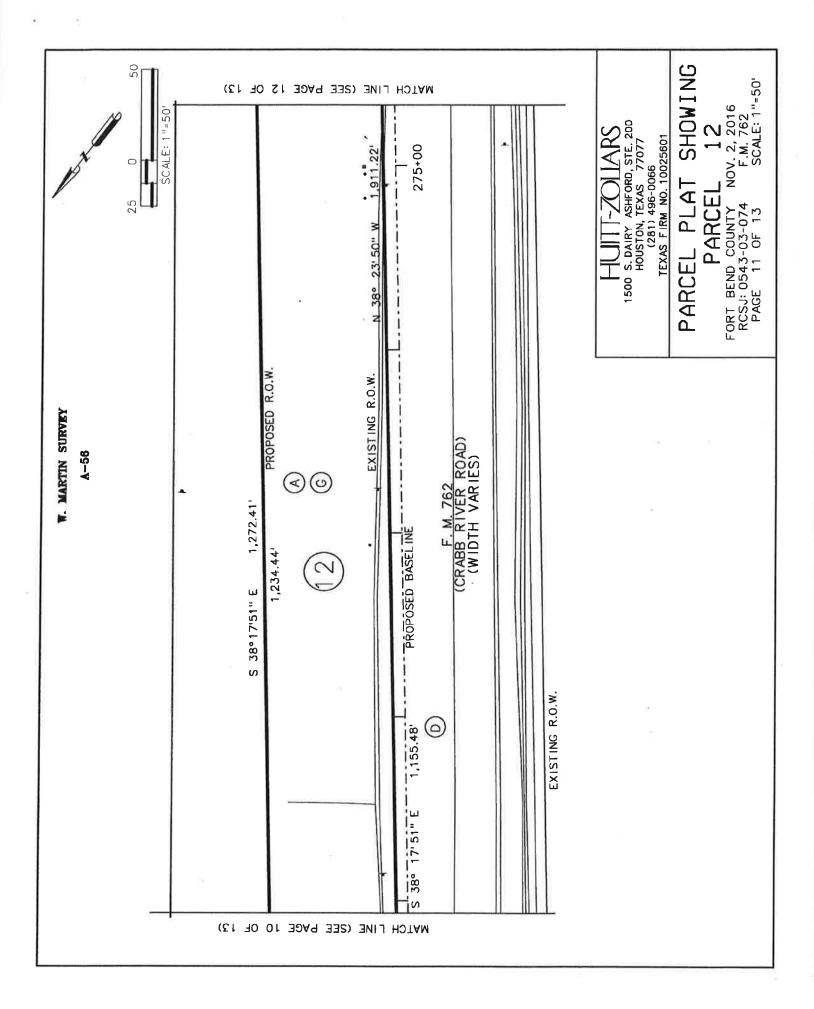


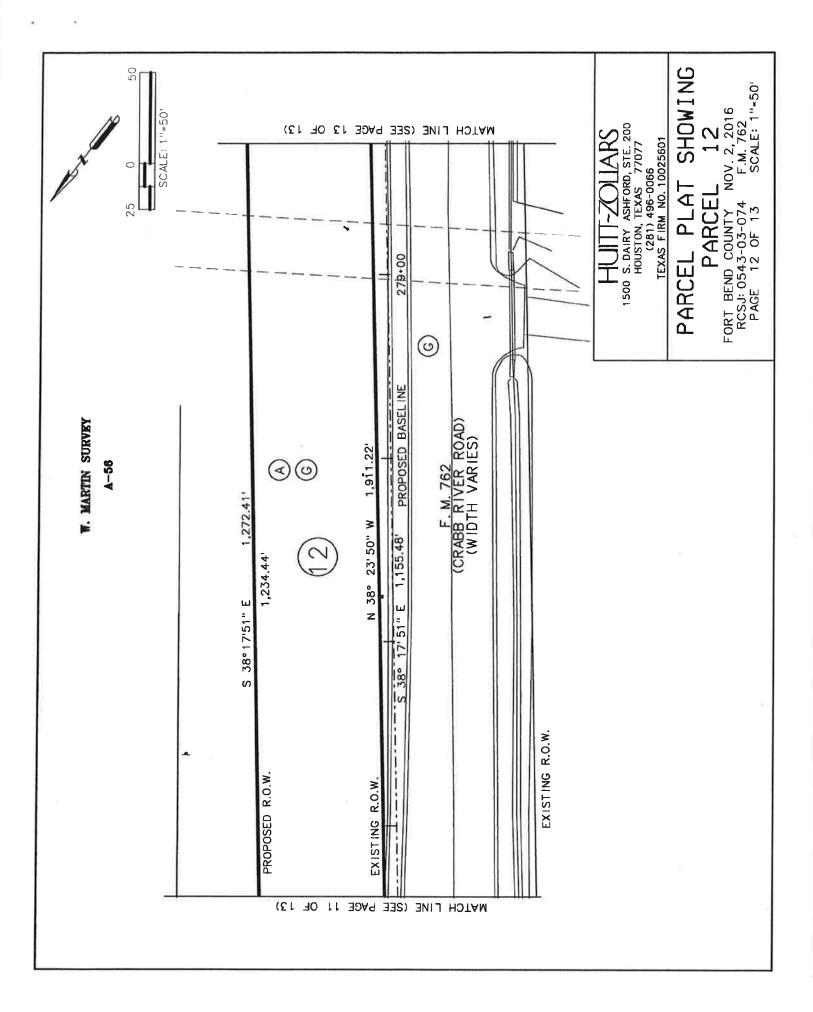


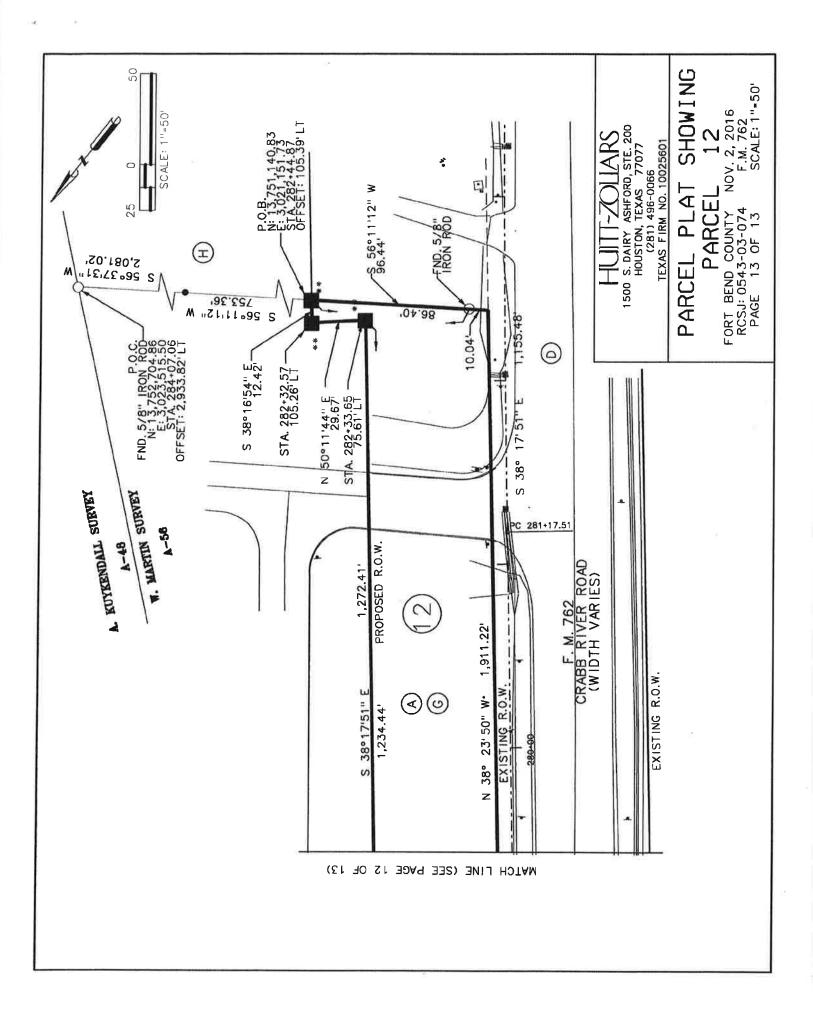












9.B.#8. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF GEOTECHINCAL STUDY FOR THE SYNTHETIC TURF AND TRACK PROJECT AT DICKINSON ELEMENTARY SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for geotechnical Study for the Synthetic turf and Track Project at Dickinson Elementary School in the amount of \$4,890 and authorize the Board President to execute the agreement.

#### **IMPACT/RATIONALE:**

Geotechnical Services are a professional service that the District must contract directly. These funds are donated form the Fort Bend County Municipal Utility District #106, #108, #109, and #117.

#### PROGRAM DESCRIPTION:

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 Synthetic Turf and Track project at Dickinson Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



Proposal No. PHA17-059-00 May 5, 2017 Raba Kistner Consultants, Inc. 3602 Westchase Houston, TX 77042 www.rkci.com

P 713 :: 996 :: 8990 F 713 :: 996 :: 8993 TBPE Firm F-3257

Mr. Kevin McKeever, Administrator of Operations Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471

**RE:** Proposal for Geotechnical Engineering Services

Lamar Consolidated Independent School District (Lamar CISD)

**Dickinson Elementary School** 

**Proposed New Synthetic Turf Playing Field** 

Sugar Land, Texas

Dear Mr. Schneider:

On the basis of the email transmittal received from you on Wednesday, May 3, 2017, RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Geotechnical Engineering Services to PBK Sports (CLIENT) acting on behalf of Lamar CISD (Owner) for the referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop information concerning subgrade preparation recommendations for the proposed artificial turf field with a subdrainage system. Described in this contract are:

- our understanding of currently perceived project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

#### **Project Description**

It is our understanding that the proposed project consists of installing a new synthetic (artificial) turf playing field at Lamar's CISD Dickinson Elementary School. The proposed site is located to the southeast of the existing school building in a currently open, grass-covered field. A geotechnical engineering study is required in order to provide recommendations for the subgrade preparation based on the existing soil conditions. It should be anticipated that the performance of the field will be impacted if highly expansive soil conditions are encountered. As requested, our recommendations will provide means of reducing the estimated Potential Vertical Rise (PVR) value to the order of about 1 inch or less but the elimination of all movements is not expected to be economically feasible.

#### Field Study

To explore soil conditions at the site, we have been asked to drill 5 borings within the proposed footprint of the playing field. We have been asked to extend these borings to maximum depths of 10 ft each below the existing ground surface elevation. This proposal has been prepared based on a total drilling footage of 50 ft.

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks or using recreational grade Global Positioning System (GPS). Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

Soil samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Immediately following completion of drilling activities, water level readings, if encountered, will be recorded for the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations.

#### **Laboratory Study**

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the foundation soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compressive strengths, corrosivity (pH, sulfate and chloride content, and electrical resistivity), and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

#### **Engineering Analysis and Report**

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the subgrade preparation for the proposed new field at the site. Estimates of potential expansive, soil-related movements of the near-surface soils will also be provided. The Geotechnical Engineering Report may include the following information and recommendations, if applicable:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Methods for reducing expansive, soil-related movements to about 1 inch, and;
- Construction considerations.

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site. Since site grading plans can result in changes in the pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations.

The final report will be reproduced electronically.

#### **Tentative Project Schedule**

Based on our present workload, we anticipate that we could begin the field exploration phase of this study within 5 working days of receiving written authorization to proceed, provided the site is accessible to our truck-mounted drill rigs and CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site (if any). The field exploration and laboratory testing phase of the study is expected to take approximately 15 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional 10 working days to complete. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

#### **Project Cost**

The lump sum cost for the study scope outlined herein will be \$4,890. Should unusual soil conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

It is our understanding that the CLIENT will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the CLIENT will provide underground utility clearance. The removal of any fences required for drill rig access will be the responsibility of the CLIENT. **RKCI** will coordinate drilling schedules and activities with the appropriate Lamar CISD staff and administration and will assist in locating underground utilities, provided the CLIENT submits documentation of existing utility locations.

Historically, the cost of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete.

It should be noted that our study scope (and project cost) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) do not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

#### <u>Acceptance</u>

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>	
1	Standard Terms and Conditions	
11	Schedule of Fees	

Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

**RKCI** considers the data and information contained in this agreement to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate the scope of services required for these studies.

Very truly yours,

Copies Submitted: Above (Email)

RABA KISTNER CONSULTANTS, INC.	Accepted By
	(Signature)
Mummora	(Typed or Printed Name)
Martin Vila, P.E., F. ASCE	
Senior Vice President	
	(Title)
MV/dlc	
	Date:
Attachments	



#### STANDARD TERMS AND CONDITIONS

- 1. <u>SERVICES.</u> Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
- INFORMATION PROVIDED BY CLIENT. CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
- 3. <u>SITE ACCESS AND SITE SAFETY</u>. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
- 4. <u>SUBSURFACE EXPLORATIONS.</u> Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.
- CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule,

- allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
- 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. RK 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. responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK'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. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- 7. ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
- 8. REPORTS. RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
- 9. TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

- 10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
- 11. <u>LEED PROJECTS.</u> Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
- 12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
- RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
- 14. LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
- 15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
- 16. <u>SUSPENSION OF SERVICES.</u> If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

- 17. <u>WAIVER OF SUBROGATION.</u> To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THE CLIENT WITHOUT THE AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

- **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 20. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
- 21. STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
- 22. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
- NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
- 24. <u>SEVERABILITY.</u> Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
- 25. ENTIRE AGREEMENT. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



## SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

# PERSONNEL: Princip

Principal\$135	to	\$250/hour
Professional\$70	to	\$200/hour
Auto Cad Operator\$65	to	\$110/hour
Technical/Clerical/Administrative\$40	to	\$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

#### **EXPENSES:**

Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

# **CONDITIONS:** Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

9.B.#9. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF GEOTECHINCAL STUDY FOR THE SYNTHETIC TURF AND TRACK PROJECT AT CAMPBELL ELEMENTARY SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for geotechnical study for the synthetic turf and track project at Campbell Elementary School in the amount of \$6,250 and authorize the Board President to execute the agreement.

#### **IMPACT/RATIONALE:**

Geotechnical services are a professional service that the District must contract directly. These funds are donated form the Fort Bend County Municipal Utility Districts #106, #108, #109, and #117.

#### PROGRAM DESCRIPTION:

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 synthetic turf and track project at Campbell Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



Proposal No. PHA17-058-00 May 5, 2017 Raba Kistner Consultants, Inc. 3602 Westchase Houston, TX 77042 www.rkci.com

Mr. Kevin McKeever, Administrator of Operations Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471 P 713 :: 996 :: 8990 F 713 :: 996 :: 8993 TBPE Firm F-3257

RE:

Proposal for Geotechnical Engineering Services Lamar Consolidated Independent School District (Lamar CISD) Campbell Elementary School Proposed New Running Track & Synthetic Turf Playing Field Sugar Land, Texas

Dear Mr. Schneider:

On the basis of the email transmittal received from you on Wednesday, May 3, 2017, RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Geotechnical Engineering Services to PBK Sports (CLIENT) acting on behalf of Lamar CISD (Owner) for the referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop information concerning subgrade preparation recommendations for the proposed new running track and artificial turf field. Described in this contract are:

- our understanding of currently perceived project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

#### **Project Description**

It is our understanding that the proposed project consists of installing a new synthetic (artificial) turf playing field and a new running track at Lamar's CISD Campbell Elementary School. The proposed site is located to the west-southwest of the existing school building in a currently open, grass-covered field with scattered trees and shrubs. A geotechnical engineering study is required in order to provide recommendations for the subgrade preparation based on the existing soil conditions. It should be anticipated that the performance of the field will be impacted if highly expansive soil conditions are encountered. As requested, our recommendations will provide means of reducing the estimated Potential Vertical Rise (PVR) value to the order of about 1 inch or less but the elimination of all movements is not expected to be economically feasible.

#### Field Study

To explore soil conditions at the site, we have been asked to drill six (6) borings within the proposed footprint of the playing field and running track. We have been asked to extend these borings to maximum depths of 10-ft each below the existing ground surface elevation. This proposal has been prepared based on a total drilling footage of 60 ft.

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks or using recreational grade Global Positioning System (GPS). Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

San Antonio - Austin - Brownsville - Dallas - Houston - McAllen - Mexico - New Braunfels - Salt Lake City

Soil samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Immediately following completion of drilling activities, water level readings, if encountered, will be recorded for the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations.

#### **Laboratory Study**

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the foundation soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compressive strengths, corrosivity (pH, sulfate and chloride content, and electrical resistivity), and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

#### **Engineering Analysis and Report**

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the subgrade preparation for the proposed new field and running track at the site. Estimates of potential expansive, soil-related movements of the near-surface soils will also be provided. The Geotechnical Engineering Report may include the following information and recommendations, if applicable:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Methods for reducing expansive, soil-related movements to about 1 inch, and;
- Construction considerations.

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site. Since site grading plans can result in changes in the pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations.

The final report will be reproduced electronically.

#### **Tentative Project Schedule**

Based on our present workload, we anticipate that we could begin the field exploration phase of this study within 5 working days of receiving written authorization to proceed, provided the site is accessible to our truck-mounted drill rigs and CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site (if any). The field exploration and laboratory testing phase of the study is expected to take approximately 15 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional 10 working days to complete. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

#### **Project Cost**

The lump sum cost for the study scope outlined herein will be \$6,250. Should unusual soil conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

It is our understanding that the CLIENT will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the CLIENT will provide underground utility clearance. The removal of any fences required for drill rig access will be the responsibility of the CLIENT. **RKCI** will coordinate drilling schedules and activities with the appropriate Lamar CISD staff and administration and will assist in locating underground utilities, provided the CLIENT submits documentation of existing utility locations.

Historically, the cost of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete.

It should be noted that our study scope (and project cost) do not include plan review or earthwork and track and/or field construction observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) do not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

Proposal No. PHA17-058-00 May 5, 2017

#### **Acceptance**

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>	
Í	Standard Terms and Conditions	
II	Schedule of Fees	

Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

**RKCI** considers the data and information contained in this agreement to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate the scope of services required for these studies.

Very truly yours,

Copies Submitted: Above (Email)

RABA KISTNER CONSULTANTS, INC.	Accepted By(Signature)
Mulum	(Typed or Printed Name)
Martin Vila, P.E., F. ASCE	
Senior Vice President	
	(Title)
MV/dlc	
	Date:
Attachments	



#### **STANDARD TERMS AND CONDITIONS**

- 1. SERVICES. Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
- INFORMATION PROVIDED BY CLIENT. CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
- 3. <u>SITE ACCESS AND SITE SAFETY</u>. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
- 4. <u>SUBSURFACE EXPLORATIONS.</u> Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.
- CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule,

- allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
- festing and observation are discrete sampling procedures, and 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. RK 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 RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK'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. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- 7. ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
- 8. <u>REPORTS.</u> RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
- 9. TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

- 10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
- 11. <u>LEED PROJECTS.</u> Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
- 12. <u>STANDARD OF CARE.</u> RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
- RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
- LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY LINDER AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
- 15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
- 16. <u>SUSPENSION OF SERVICES.</u> If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

- WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

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Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

- addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.
- <u>DISPUTE RESOLUTION/LITIGATION.</u> All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 20. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
- 21. STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
- 22. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
- NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
- 24. <u>SEVERABILITY.</u> Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
- 25. ENTIRE AGREEMENT. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



### SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

#### PERSONNEL:

Principal\$135	to	\$250/hour
Professional\$70	to	\$200/hour
Auto Cad Operator\$65		
Technical/Clerical/Administrative\$40	to	\$80/hour

The specific hourly rate within each classification listed above depends on the experience. special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

#### **EXPENSES:**

Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

**CONDITIONS:** Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

9.B.#10. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE SYNTHETIC TURF AND TRACK PROJECT AT CAMPBELL AND DICKINSON ELEMENTARY SCHOOLS

#### **RECOMMENDATION:**

That the Board of Trustees approve Jakubik & Associates for a topographic survey for the synthetic turf and track project at Campbell and Dickinson Elementary Schools in the amount of \$ \$5,690 and allow the Board President to execute the agreement.

#### **IMPACT/RATIONAL:**

The survey will provide the information that is crucial to the design of these fields. This is a service that the District must contract with directly.

#### PROGRAM DESCRIPTION:

Upon approval Jakubik & Associates will provide the required documents for the design of the synthetic turf and track project at Campbell and Dickinson Elementary Schools.

Submitted By: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

# Jakubik & Associates

12718 Century Drive • Stafford, Texas 77477 • 281/240-0498 • Fax 281/491-2535 www.jakubiksurveying.com

May 4, 2017

Kevin McKeever

Lamar CISD

3911 Avenue I Rosenberg, Texas 77471

Re: Topographic Survey -Athletic Facilities

Campbell Elementary School & Dickinson Elementary School Fort Bend Co., Texas

Dear Mr. Schneider:

Thank you for inviting our firm to submit a surveying proposal on the above referenced sites. The estimated cost to do the Topographic Survey on the (2) Elementary Schools listed above is \$ 5690.00 plus tax and delivery. All topographic features requested will be located and shown on a certified plat to be provided. All of the horizontal and vertical control will be referenced to a Tropical Storm Allison Recovery Project Monument (TSARP) NAD'83. All elevations shown will be established on a 100' grid though-out the area's indicated on the drawings provided.

Again, thank you for considering our firm for this project and if you have any additional questions, please feel free to contact me at 281-240-0498.

Sincerely,

Eloy Solis Vice President

Z. 1

File: PBK Elem School Topos.doc

Lamar CISD

Date

9.B.#11. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF MATERIALS TESTING SERVICES FOR THE SYNTHETIC TURF AND TRACK PROJECT AT DICKINSON ELEMENTARY SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for materials testing for the synthetic turf and track project at Dickinson Elementary School in the amount of \$15,000 and authorize the Board President to execute the agreement.

### **IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds are donated form the Fort Bend County Municipal Utility Districts #106, #108, #109, and #117.

#### PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in verifying the quality of the construction of the synthetic turf and track project at Dickinson Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



Proposal No. PHD17-087-00 May 5, 2017

Mr. Kevin McKeever, Administrator of Operations Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471 Raba Kistner Consultants, Inc. 3602 Westchase Houston, TX 77042 www.rkci.com

> P 713.996.8990 F 713.996.8993 TBPE Firm F-3257 TBPL5 Firm 10193784

Re: Construction Materials Engineering and Testing Services
Lamar CISD — Dickinson Elementary School

Proposed New Synthetic Turf Playing Field Sugarland, Texas

Dear Mr. Schneider:

On the basis of the email transmittal received from you on Wednesday, May 3, 2017, Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Material Testing services on an "on-call" basis to PBK Sports (Client) acting on behalf of Lamar CISD (owner) for the referenced project.

Our opinion of probable cost of services for this project is \$15,000.00.

Our proposed scope of services and estimated item quantities are assumed and based upon our experience with similar projects. Project plans and specifications are unavailable at this time, as well as contractor's schedule. The scope and quantity of the "on-call" services provided will be dependent upon services actually required by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors. Charges will be assessed only for actual services rendered. All "on-call" services authorized and/or requested by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors, in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category. The scope of work includes the observation and testing of the following construction materials:

- Proof rolling observation of the subgrade soils,
- Field compaction testing of subgrade, fill soils, and utility trench fill soils,
- Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), Sieve Analysis thru No. 200, lime determination and compressive strength testing of concrete, and cement-stabilized sand test specimens, and
- Project management, data processing, and report review services of laboratory and field test reports.

Proposal No. PHD17-087-00 May 5, 2017

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI**.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	Description
1	Standard Terms and Conditions
II	Cost Breakdown
III	Project Data Sheet

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein.

**RKCI** considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.	Accepted By(Signature)
Martin Vila, P.E., F. ASCE Senior Vice President	(Typed or Printed Name)
MV/hg	(Title)
	Date

Copies submitted:

Above (1)

Proposal No. PHD17-087-00 May 5, 2017

#### **BASIC CHARGES**

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Personnel Travel Time (r	ound trip)	1.5 hours(s)
Vehicle Daily Charge		\$ 50.00/Day

- 2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
- 3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
- 4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
- 5. An approximately ten (10) percent project management and administration cost will be added to all invoices.
- 6. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. RKCI will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. RKCI will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by RKCI for the project.
- 7. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.





### STANDARD TERMS AND CONDITIONS

- SERVICES. Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
- INFORMATION PROVIDED BY CLIENT. CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
- 3. <u>SITE ACCESS AND SITE SAFETY.</u> CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
- 4. <u>SUBSURFACE EXPLORATIONS.</u> Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.
- CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule,

- allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
- 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. RK 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 RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK'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. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- 7. ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
- 8. REPORTS. RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
- 9. TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

- 10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
- 11. <u>LEED PROJECTS.</u> Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
- 12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
- RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
- 14. LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
- 15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
- 16. <u>SUSPENSION OF SERVICES.</u> If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

- WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OF THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

- **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 20. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
- 21. STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
- 22. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including het denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
- NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
- 24. <u>SEVERABILITY.</u> Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
- 25. ENTIRE AGREEMENT. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

#### Attachment II

#### Cost Breakdown for

#### Lamar CISD – Dickinson Elementary School New Synthetic Turf Playing Field Sugarland, Texas Proposal No. PHD17-087-00

	Qty	Rate	<u>Unit</u>		<u>Amount</u>
isk 1: Soils - Sample Pickups, Proofrolling, Grading, Structural F	ill, Paving Subgra	de and U	tility Tr	enci	h Fill
Labor:					
80 Technician	160 x	\$45.00	/ Hr	=1,00	\$7,200.00
85 Technician OT	12 x	\$67.50	/ Hr	= "	\$810.00
180 Vehicle Charge	22 x	\$50.00	/ Day	= [	\$1,100.00
10000 Soils Tests: (1 density test per 2,500 sf)					
10010 Liquid and Plastic Limits	4 x	\$55.00	/Ea	=	\$220,00
10040 Percent Passing #200 Sieve (ASTM D-1120)	3 x	\$45.00	/Ea	= -	\$135,00
10050 OMD Modified Compaction (ASTM D-1557)	2 x	\$225.00	/Ea.	= "	\$450,00
10060 OMD Standard Compaction (ASTM D-698)	3 x	\$165.00	/Ea	= -	\$495,00
10080 OMD Lime or Cement Stabilized Soil	2 x	\$193.00	/Ea	= -	\$386,00
10130 Nuclear Density Equipment Rental	19 x	\$50.00	/ Day	= ~	\$950,00
10140 Compressive Strength of C.S.S.	16 x	\$60.00	/Ea	= _	\$960.00
		Task 1 Tota	al		\$12,706.00
sk 2: Professional Services (project management: report review, admi	n/clerical, etc.)				
Project Admininstration Fee (10% Basic Charge)				_	\$1,300.00
02 Project Manager	4 x	\$95.00	/Hr	=	\$380.00
180 Vehicle Charge	x	\$50,00	/ Day	= -	\$100.00
SPECE STANDARDS CHESTERS AND		Task 2 Tota	al	-	\$1,780.00
aarks: A minimum of 4 hours is applicable for all field services. An overtime rate of 1.5 times			TOTAL		\$14,486.00
ourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday,				- 100	

the hourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday,

Sunday or Holidays.

Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)

9.B.#12. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF MATERIALS TESTING SERVICES FOR THE SYNTHETIC TURF AND TRACK PROJECT AT CAMPBELL ELEMENTARY SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for materials testing for the synthetic turf and track project at Campbell Elementary School in the amount of \$20,000 and authorize the Board President to execute the agreement.

#### IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. These funds are donated form the Municipal Utility Districts #106, #108, #109, and #117.

#### PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in verifying the quality of the construction of the synthetic turf and track project at Campbell Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



Proposal No. PHD17-088-00 May 5, 2017

Mr. Kevin McKeever, Administrator of Operations Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471 Raba Kistner Consultants, Inc. 3602 Westchase Houston, TX 77042 www.rkci.com

P 713.996.8990 F 713.996.8993 TBPE Firm F-3257 TBPLS Firm 10193784

Re: Construction Materials Engineering and Testing Services

Lamar CISD – Campbell Elementary School

Proposed New Synthetic Turf Playing Field and Asphalt Running Track
Sugarland, Texas

Dear Mr. Schneider:

On the basis of the email transmittal received from you on Wednesday, May 3, 2017, Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Material Testing services on an "on-call" basis to PBK Sports (Client) acting on behalf of Lamar CISD (Owner) for the referenced project.

Our opinion of probable cost of services for this project is \$20,000.00.

Our proposed scope of services and estimated item quantities are assumed and based upon our experience with similar projects. Project plans and specifications are unavailable at this time, as well as contractor's schedule. The scope and quantity of the "on-call" services provided will be dependent upon services actually required by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors. Charges will be assessed only for actual services rendered. All "on-call" services authorized and/or requested by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors, in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category. The scope of work includes the observation and testing of the following construction materials:

- Proof rolling observation of the subgrade soils,
- Field compaction testing of subgrade, fill soils, and utility trench fill soils,
- Field densities on Asphalt and Laboratory test of asphalt samples
- Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), Sieve Analysis thru No. 200, lime determination and compressive strength testing of concrete, and cement-stabilized sand test specimens, and
- Project management, data processing, and report review services of laboratory and field test reports.

Proposal No. PHD17-088-00 May 5, 2017

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI**.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
1	Standard Terms and Conditions
II	Cost Breakdown
III	Project Data Sheet

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein.

**RKCI** considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

Martin Vila, P.E., F. ASCE Senior Vice President	Accepted By (Signature)
	(Typed or Printed Name)
MV/hg	(Title)
9 4 9	Date
2	

Copies submitted:

Above (1)

Proposal No. PHD17-088-00 May 5, 2017

#### BASIC CHARGES

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Personnel Travel Time (ro	und trip)	1.5 hours(s)
Vehicle Daily Charge	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	\$ 50.00/Day

- 2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
- 3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
- 4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
- 5. An approximately ten (10) percent project management and administration cost will be added to all invoices.
- 6. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. RKCI will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. RKCI will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by RKCI for the project.
- 7. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.



#### STANDARD TERMS AND CONDITIONS

- SERVICES. Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
- INFORMATION PROVIDED BY CLIENT. CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
- 3. SITE ACCESS AND SITE SAFETY. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
- 4. <u>SUBSURFACE EXPLORATIONS.</u> Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.
- CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule,

- allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
- 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. RK 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 RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK'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. acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
- 8. REPORTS. RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
- 9. TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

- 10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
- 11. <u>LEED PROJECTS.</u> Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
- 12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
- RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
- LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
- 15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
- 16. <u>SUSPENSION OF SERVICES.</u> If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

- WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS) FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

- addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.
- **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 20. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
- 21. STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
- 22. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
- NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
- 24. <u>SEVERABILITY.</u> Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
- 25. ENTIRE AGREEMENT. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

#### Attachment II

#### Cost Breakdown for

#### Lamar CISD - Campbell Elementary School New Synthetic Turf Playing Field and Asphalt Track Sugarland, Texas Proposal No. PHD17-088-00

Task 1: Soils - Sample Pickups, Proofrolling, Grading, Structural Fill, Paving Subgrade and Utility Trench Fill

Labor:	
80 Technician	160x
85 Technician OT	12 x \$67.50 / Hr = \$810.00
180 Vehicle Charge	22 x \$50.00 / Day = \$1,100.00
10000 Soils Tests: (1 density test per 2,500 sf)	
10010 Liquid and Plastic Limits	4 x \$55.00 / Ea = \$220.00
10040 Percent Passing #200 Sieve (ASTM D-1120	
10050 OMD Modified Compaction (ASTM D-1557)	
10060 OMD Standard Compaction (ASTM D-698)	3 x \$165.00 / Ea = \$495.00
10080 OMD Lime or Cement Stabilized Soil	2 x \$193.00 / Ea = \$386.00
10130 Nuclear Density Equipment Rental	19 x \$50.00 / Day = \$950.00
10140 Compressive Strength of C.S.S.	16 x \$60.00 / Ea = \$960.00
	Task 1 Total \$12,706.00
ask 2: Asphalt Track	
Labor:	
80 Technician	32 x \$45.00 / Hr = \$1,440.00
85 Technician OT	8 x \$67.50 / Hr = \$540.00
180 Vehicle Charge	4 x \$50,00 / Day = \$200.00
Asphalt Testing	
40500 Extraction & Gradation	4 \$203.00 / Ea\$812.00
40600 Specific Gravity	4 \$72.00 / Ea \$288.00
40700 HVEEM Stability	4 \$95.00 / Set\$380.00
40800 Bulk Density - Lab Molded	4 \$54.00 / Set \$216.00
41100 Maximum Theoretical Specific Gravity	4 \$91,00 / Ea \$364.00
	Task 2 Total \$4,240.00
ask 3: Professional Services (project management: ro	eport review, admin/clerical, etc.)
	\$1,800.00
Project Admininstration Fee (10% Basic Charge)	
Project Admininstration Fee (10% Basic Charge) 02 Project Manager	4 x \$95.00 / Hr = \$380.00
	28 THE SHAPE
02 Project Manager	4 x \$95.00 / Hr = \$380.00
02 Project Manager	4 x \$95.00 / Hr = \$380.00 2 x \$50.00 / Day = \$100.00

the hourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday,

Sunday or Holidays.

Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)

9.B.#13. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF CSP #12-2017VRG FOR THE SUPPORT SERVICES FACILITY

# **RECOMMENDATION:**

That the Board of Trustees approve CA Walker Construction for the construction of the Support Services Facility in the amount of \$9,838,223 and authorize the Board President to execute the agreement.

#### IMPACT/RATIONALE:

Competitive Sealed Proposal #12-2017VRG was solicited for the construction of the Support Services Facility. Six (6) proposals were received on May 2, 2017. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and PBK Architects recommend the contract for construction be awarded to the highest ranked firm, CA Walker Construction. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

The amount of the recommended proposal is within the established construction budget.

Upon approval, contracts will be prepared for execution and CA Walker Construction will begin 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:

Thomas Randle

Dr. Thomas Randle

Superintendent

Support Services Bid Tabulation	May 2, 2017 2:00pn	n										
	Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Bidder 6	
	Biddel 1	1	bludel 2		bluder 5	I	bludel 4		bludel 3		Blader o	
	В	ass	Divi	sion 1	Gar	nma	T	eal	Tu	rner	CA	Walker
	Bid Tab	Recommendation	Bid Tab	Recommendation	Bid Tab	Recommendation	Bid Tab	Recommendation	Bid Tab	Recommendation	Bid Tab	Recommendation
Maintenance & Operation Base Bid	\$5,987,000	\$5,987,000	\$5,445,000	\$5,445,000	\$7,000,000	\$7,000,000	\$4,947,000	\$4,947,000	\$6,261,673	\$6,261,673	\$4,680,000	\$4,680,000
Support Services Base Bid	\$4,777,000	\$4,777,000	\$5,215,000	\$5,215,000	\$3,670,000	\$3,670,000	\$4,770,000	\$4,770,000	\$5,161,600	\$5,161,600	\$4,533,223	\$4,533,223
Total Bid	\$10,839,000	\$10,839,000	\$10,660,000	\$10,660,000	\$10,670,000	\$10,670,000	\$9,717,000	\$9,717,000	\$11,423,273	\$11,423,273	\$9,213,223	\$9,213,223
Alternate 1 - DDC by ALC	\$150,000		\$132,000		\$130,000		\$153,000		\$147,600		\$172,000	
Alternate 2 - DDC by JCI	\$230,000		\$200,000		\$200,000		\$233,000		\$225,200		\$261,000	
Alternate 3- DDC by Siemans	\$125,000	\$125,000	\$110,000	\$110,000	\$104,000	\$104,000	\$125,500	\$125,500	\$117,600	\$117,600	\$140,000	\$140,000
Alternate 4 - VRV Heat Recovery by LG	\$320,000	\$320,000	\$327,000	\$327,000	\$207,000	\$207,000	\$341,000	\$341,000	\$240,100	\$240,100	\$336,000	\$336,000
Alternate 5 - VRV Heat Recovery by Daiken	\$0		\$0		\$0		\$0		\$0		\$0	
Alternate 6 - Providing cementious paneling to exterior of MO Adminstration	\$133,000		\$95,000		\$88,000		\$108,000		\$107,500		\$91,000	\$91,000
Alternate 7 - Provide food service equipment at Support Services Test Kitchen	\$85,000	\$85,000	\$60,000	\$60,000	\$64,000	\$64,000	\$87,000	\$87,000	\$85,000	\$85,000	\$94,000	\$0
Alternate 8 - Providing a 25'-0" single bay extension to Maintenance and Operations	\$25,000	\$25,000	\$80,000	\$80,000	\$32,000	\$32,000	\$91,000	\$91,000	\$30,700	\$30,700	\$58,000	\$58,000
Total Bid	\$11,907,000	\$11,394,000	\$11,664,000	\$11,237,000	\$11,495,000	\$11,077,000	\$10,855,500	\$10,361,500	\$12,376,973	\$11,896,673	\$10,365,223	\$9,838,223
												Award Recommendation

Vendor	F	Purchase Price	Purchase Price <b>20 Points</b> <b>Max</b>	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 10Points Max	Extent to which the goods or services meet the districts needs 15 Points Max	Vendor's past relationship with the District <b>5 Points Max</b>	base of the project 15 Points	Ability to service our accounts with proper staff and insurance requirements 10 Points Max	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
CA Walker	\$	9,838,223.00	20.00	14.00	9.20	12.80	4.00	12.60	10.00	6.00	88.60	1
O/T Walker	Ψ	0,000,220.00	20.00	14.00	0.20	12.00	4.00	12.00	10.00	0.00	00.00	'
Teal	\$	10,361,500.00	19.17	12.00	7.80	11.60	3.00	13.40	10.00	6.00	82.97	2
Bass	\$	11,394,000.00	17.43	14.00	7.60	9.20	5.00	9.00	10.00	6.00	78.23	3
Turner	\$	11,896,673.00	16.70	14.00	7.00	9.80	4.00	11.20	1.00	8.00	71.70	4
Gamma	\$	11,077,000.00	17.93	12.00	7.80	4.60	2.00	8.60	10.00	6.00	68.93	5
Division One	\$	11,237,000.00	17.68	10.00	6.80	5.00	3.00	12.80	2.00	6.00	63.28	6
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9.B.#14. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF CSP #11-2017VRG FOR DON CARTER ELEMENTARY SCHOOL

### **RECOMMENDATION:**

That the Board of Trustees approve Drymalla Construction Company for the construction of Don Carter Elementary School in the amount of \$20,055,150 and authorize the Board President to execute the agreement.

#### IMPACT/RATIONALE:

Competitive Sealed Proposal #11-2017VRG was solicited for the construction of Don Carter Elementary School. Three (3) proposals were received on April 27, 2017. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and VLK Architects recommend the contract for construction be awarded to the highest ranked firm, Drymalla Construction Company. These funds were allocated within the 2014 Bond Budget.

# PROGRAM DESCRIPTION:

The amount of the recommended proposal is within the established project budget.

Upon approval, contracts will be prepared for execution and Drymalla Construction Company will begin construction of Don Carter 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

Carter ES Bid Tabulation	April 27, 2017 - 2:0	Opm Base Proposals F	Received			
		Opm Alternate Propos				
	Bidder 1		Bidder 2		Bidder 3	
	Dry	malla	Gai	mma	Peppe	r Lawson
	Bid Tab	Recommendation	Bid Tab	Recommendation	Bid Tab	Recommendation
Base Bid	\$19,067,000	\$19,067,000	\$19,218,000	\$19,218,000	\$19,350,000	\$19,350,000
Alternate 1A - DDC by ALC	\$336,000	\$0	\$292,000	\$0	\$330,000	\$0
Alternate 1B - DDC by Siemans	\$366,000	\$0	\$338,000	\$0	\$350,000	\$0
Alternate 1C - DDC by JCI	\$326,000	\$326,000	\$285,000	\$285,000	\$310,000	\$310,000
Alternate 2A - Chillers by Carrier	\$378,000	\$0	\$337,000	\$0	\$330,000	\$0
Alternate 2B - Chillers by Trane	\$367,500	\$367,500	\$342,000	\$342,000	\$350,000	\$350,000
Alternate 2C - Chillers by York	\$0	\$0	\$0	\$0	\$0	\$0
Alternate 2D - Chillers by Quantech	\$0	\$0	\$0	\$0	\$0	\$0
Alternate 3 - Special Programs Drop-off, Paving, and Canopy	\$39,500	\$39,500	\$30,000	\$30,000	\$35,000	\$35,000
Alternate 4 - Canopies at Outdoor Learning Area	\$47,500	\$47,500	\$50,000	\$50,000	\$40,000	\$40,000
Alternate 5 - Mow Strip Around Building	\$9,900	\$9,900	\$15,000	\$15,000	\$11,000	\$11,000
Alternate 6 - Cementious Panel Ceiling at Media Center, Entrance, and Reception in Lieu of ACT.	\$57,000	\$0	\$58,000	\$0	\$10,000	\$0
Alternate 7 - Cementious Panel Ceiling at Outdoor Learning Area in Lieu of Exterior Cement Plaster	\$56,000	\$0	\$57,000	\$0	-\$8,000	\$0
Panels at the East Wall of corridors 101 and 121 in Lieu of						·
Gypsum Board  Alternate 9 - Stone Veneer on the Classroom Wings in Lieu of	\$20,000	\$0	\$10,000	\$0	\$17,000	\$0
CMU Alternate 10 - Brick Columns Along Grid Line 43 at the Front	\$80,000	\$0	\$81,000	\$0	\$70,000	\$0
Drop Off Canopy	\$3,800	\$3,800	\$3,900	\$3,900	\$10,000	\$10,000
Alternate 11 - Locating Fence at End of Courtyard areas Alternate 12 - Adding VWC at Walls in Adminstration Area in	\$8,900	\$0	\$0	\$0	\$3,000	\$0
Lieu of Paint  Alternate 13 - Adding Wood Panels on Walls Outside of	\$7,100	\$0	\$25,000	\$0	\$10,000	\$0
KIVA/Literacy Library Walls/Stage/Gym	\$79,000	\$79,000	\$80,000	\$80,000	\$50,000	\$50,000
Alternate 14 - Adding LVT in Corridors in Lieu of VCT	\$20,000	\$20,000	\$26,000	\$26,000	\$25,000	\$25,000
Alternate 15 - Adding Reveal Joints in Lieu of Control Joints in All Horizontal Control Joints in Corridors	\$8,100	\$0	\$8,300	\$0	\$24,000	\$0
Alternate 16 - Adding 4'-2" Tall Strip of VWC in Lieu of Paint C	\$8,500	\$0	\$16,000	\$0	\$140,000	\$0
Alternate 17 - Adding Stain Concrete Squares in Lieu of Painted Concrete Pattern at the Outdoor Learning Area	\$4,500	\$0	\$6,700	\$0	\$10,000	\$0
Alternate 18 - Providing Glass Folding Partition and Door in Lieu of Gypsum Board Wall Separating KIVA and LGI	\$31,000	\$31,000	\$25,000	\$0	\$30,000	\$0
Alternate 19A - Providing Face Brick A: Dove Grey	\$63,000	\$63,000	\$58,000	\$58,000	\$10,000	\$10,000
Alterante 19B - Proving Face Brick A: Meridan/Forterra V500	\$73,500	\$0	\$67,000	\$0	\$8,000	\$0
Alternate 19C - Providing Face Brick B: Westchester	\$950	\$950	\$850	\$850	\$0	\$0
Alterante 19D - Providing Face Brick B: Meridan/Forterra V228	\$0	\$0	\$0	\$0	\$0	\$0
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Total Bid	\$21,458,750	\$20,055,150	\$21,429,750	\$20,108,750	\$21,515,000	\$20,191,000
	Av	ard Recommendation				

Vendor	Purchase Price	Purchase Price 20 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 10Points Max	Extent to which the goods or services meet the districts needs 15 Points Max	Vendor's past relationship with the District 5 Points Max	base of the project 15 Points	Ability to service our accounts with proper staff and insurance requirements 10 Points Max	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
Drymalla	\$ 20,055,150.00	20.00	14.00	9.80	13.00	5.00	14.60	10.00	8.00	94.40	1
Gamma	\$ 20,108,750.00	19.95	12.00	7.60	9.60	8.00	11.00	10.00	6.00	84.15	3
Pepper Lawson	\$ 20,191,000.00	19.84	14.00	8.75	10.75	5.00	13.00	10.00	8.00	89.34	2

9.B.#15. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF CSP #14-2017VRG FOR THE TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS

# **RECOMMENDATION:**

That the Board of Trustees approve Millis Development & Construction, LLC for the construction of the Terry High School Baseball Complex renovations in the amount of \$2,150,696 and authorize the Board President to execute the agreement.

### IMPACT/RATIONALE:

Competitive Sealed Proposal #14-2017VRG was solicited for the construction of the Terry High School Baseball Complex renovations. Five (5) proposals were received on April 11, 2017. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and PBK Architects recommend the contract for construction be awarded to the highest ranked firm, Millis Development & Construction, LLC. These funds were allocated within the 2014 Bond Budget and the 2011 bond available funds.

#### PROGRAM DESCRIPTION:

The amount of the recommended proposal is within the established project budget. Upon approval, contracts will be prepared for execution and Millis Development & Construction, LLC will begin construction of the Terry High School Baseball Complex renovations.

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



# TERRY HS BASEBALL-SOFTBALL IMPROVEMENTS PROJECT

#### **Bid Tabulation Form**

Bid Package CSP# 14-2017VRG Proposal Opening Date: Tuesday, April 11, 2017 2:00 PM FINAL RECOMMENDATIONS

Contractor	Bass Construction		Econtractors		Millis Development		Kruege Co	nstruction	IKLO Construction		
	Bid Tab	Selected Alternates	Bid Tab	Selected Alternates	Bid Tab	Recommendation	Bid Tab	Selected Alternates	Bid Tab	Selected Alternates	
Base Bid	\$2,477,000.00	\$2,477,000.00	\$2,900,000.00	\$2,900,000.00	\$2,141,557.00	\$2,141,557.00	\$2,367,000.00	\$2,367,000.00	\$2,500,000.00	\$2,500,000.00	
Alternates											
Alt No.1 - Fencing	\$120,000.00		\$125,000.00		\$105,766.00		\$106,000.00		\$85,000.00		
Alt No.2 - Walkway & Access Gate	\$12,000.00	\$12,000.00	\$22,000.00	\$22,000.00	\$9,139.00	\$9,139.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	
Alt No.3 - Modular Concession	\$48,000.00		\$180,000.00		(\$8,649.00)		\$93,000.00		\$520,000.00		
Grand Total	\$2,657,000.00	\$2,489,000.00	\$3,227,000.00	\$2,922,000.00	\$2,247,813.00	\$2,150,696.00	\$2,576,000.00	\$2,377,000.00	\$3,119,000.00	\$2,514,000.00	

Recommend Award



# **Lamar Consolidated Independent School District**

# Terry HS Baseball-Softball Field Improvements (CSP# 14-2017VRG)

Contractor	Total Price	Bid Price 25 Points Max	Contractor's reputation with the District, government or collegiate entities  15 Points  Max	Quality of Contractor services 15 Points Max	Extent to which Contractor meets the districts needs 10 Points Max	Contractor's past relationship with the District or School Districts 5 Points Max	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability toprovide service to the District with proper staff and insurance requirements 10 Points	Safety	Total Score	Firm's Ranking Order
MDC	\$2,150,696	25.00	15.00	15.00	9.00	4.00	15.00	10.00	5.00	98.00	1
Bass Construction	\$2,489,000	21.71	15.00	15.00	10.00	5.00	15.00	10.00	5.00	96.71	2
Krueger Construction	\$2,377,000	22.72	15.00	15.00	10.00	4.00	15.00	10.00	5.00	96.72	3
Econtractors	\$2,922,000	18.54	15.00	15.00	10.00	4.00	8.00	10.00	5.00	85.54	4
IKLO Construction	\$2,514,000	21.51	10.00	8.00	8.00	4.00	8.00	8.00	5.00	72.51	5

9.B.#16. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF MATERIALS TESTING FOR DON CARTER ELEMENTARY SCHOOL

# **RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for Don Carter Elementary School in the amount of \$72,000 and authorize the Board President to execute the agreement.

### **IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in verifying the quality of the construction of Carter 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



May 3, 2017

Lamar Consolidated Independent School District Attn: Mr. J. Kevin McKeever Administrator of Operations 3911 Avenue I Rosenberg, Texas 77471

Subject:

Proposal for Construction Materials Testing Services

Lamar Consolidated ISD Don Carter Elementary School

A Meyers Road and Laurabee Drive, Richmond, Texas 77469

Terracon Proposal P92171247

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. 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 A Meyers Road and Laurabee Drive in Richmond, Texas. The project involves the construction of an elementary school with an approximate footprint of 95,000 sf. The building foundation will consist of a structural slab with drilled and underreamed piers. The superstructure will consist of a structural steel single-story building with mezzanine and masonry walls. In addition, civil work includes water, sanitary, and storm sewer utilities with site paving (6, 7, and 8 inch thick) supported by 6 inches of stabilized subgrade.

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

- Terracon Consultants Geotechnical Report 92165561 dated December 7, 2016
- Bid Drawings prepared by VLK Architects, Inc. dated March 27, 2017
- Project Specifications prepared by VLK Architects, Inc. dated March 27, 2017.

Lamar Consolidated ISD Don Carter Elementary School A Meyers Road and Laurabee Drive, Richmond, TX 77469 March 03, 2017 Terracon Proposal No. P92171247



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

# B) SCOPE OF SERVICES

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

#### Earthwork:

- Sample building pad subgrade, natural site materials, cement stabilized sand, treated pavement subgrade, utility backfill, and base. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558, and ASTM D1557).
- 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 subgrade and pavement subgrades; and perform density tests of the building pad subgrade, cement stabilized sand, treated pavement subgrade, utility backfill, and base using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

# Foundations:

- 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 and document the approximate shear strength of the soil.

Lamar Consolidated ISD Don Carter Elementary School A Meyers Road and Laurabee Drive, Richmond, TX 77469 March 03, 2017 Terracon Proposal No. P92171247



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

#### Cast-in-Place Concrete:

- 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 50 cubic yards of structural concrete and every 125 cubic yards of paving, sidewalks, and area paving.

  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). Four 6" x 12" concrete cylinders per set will be prepared for strength testing (1 for 7-day, 2 for 28-days and 1 for 56 days). If 4" x 8" cylinders are used, a set of 5 will be cast (1 for 7 days, 3 for 28 days, and 1 for 56 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.
- Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

#### Masonry:

- 1. Observe and document the condition of storage areas for masonry materials.
- 2. Observe and document the mixing proportions of grout used during construction.
- 3. Observe the reinforcing steel in CMU walls and bond beams.
- 4. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

Lamar Consolidated ISD Don Carter Elementary School A Meyers Road and Laurabee Drive, Richmond, TX 77469 March 03, 2017 Terracon Proposal No. P92171247



5. Observe fabrication of CMU prisms, transport CMU prisms to our laboratory after initial curing, and test for compressive strength.

#### Structural Steel Welded and Bolted Connections:

- Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
- 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.
- 3. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.

# 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.

Lamar Consolidated ISD Don Carter Elementary School A Meyers Road and Laurabee Drive, Richmond, TX 77469 March 03, 2017 Terracon Proposal No. P92171247



# 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.

#### **Additional Services:**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

# Mechanically Stabilized Earth (MSE) Walls:

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

#### 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.

Lamar Consolidated ISD Don Carter Elementary School A Meyers Road and Laurabee Drive, Richmond, TX 77469 March 03, 2017 Terracon Proposal No. P92171247



# PROJECT STAFFING AND ADMINISTRATION

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 \$72,000. 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 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.

Responsive Resourceful Reliable

Lamar Consolidated ISD Don Carter Elementary School A Meyers Road and Laurabee Drive, Richmond, TX 77469 March 03, 2017 Terracon Proposal No. P92171247



#### 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 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. Terracon cannot begin field and laboratory services without a signed Agreement for Services.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,

Terracon Consultants, Inc.

(TBPE Firm Registration No. F-3272)

Mark D. Wells, P.E., PMP

Markenele

Senior Engineer

Alfonzo Hernandez, P.E.

Materials Services Manager

# **Attachments:**

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

Responsive Resourceful Reliable

Page | 7



# **COST ESTIMATE**

# **LCISD Don Carter Elementary School**

# A Meyers Road and Laurabee Drive

Terracon Proposal P92171247

Service (As described in proposal)	Quantity	Unit	Ü	nit Rate		Estimate
EARTHWORK	F 57 51			-		
Field Representative, Regular Hours	200	hours	\$	46.00	\$	9,200.00
Field Representative, Over Time Hours	40	hours	\$	69.00	\$	2,760.00
Nuclear Density Gauge	40	trip	\$	60.00	\$	2,400.00
Lime Determination	2	each	\$	300.00	\$	600.00
Moisture Density Relationship	8	each	\$	165.00	\$	1,320.00
Atterberg Limits	6	each	\$	65.00	\$	390.00
Cement Stabilized Sand	4	each	\$	60.00	\$	240.00
Vehicle Charge	40	trip	\$	60.00	\$	2,400.00
Subtotal, Earthwork					\$	19,310.00
FOUNDATIONS						
Senior Field Representative, Regular Hours	160	hours	\$	46.00	\$	7,360.00
Senior Field Representative, Over Time Hours	40	hours	\$	69.00	\$	2,760.00
Concrete Compressive Strength (1- 7 day; 2- 28 day; 1- 56 day)	80	each	\$	16.00	\$	1,280.00
Vehicle Charge	20	each	\$	60.00	\$	1,200.00
Sample Pickup (inclusive of labor and vehicle charge)	4	each	\$	150.00	\$	600.00
Subtotal, Foundations				\$	13,200.00	
CAST-IN-PLACE CONCRETE			We will			
Field Representative, Regular Hours	220	hours	\$	46.00	\$	10,120.00
Field Representative, Over Time Hours	60	hours	\$	69.00	\$	4,140.00
Concrete Compressive Strength (1- 7 day; 2- 28 day; 1- 56 day)	420	each	\$	16.00	\$	6,720.00
Vehicle Charge	40	each	\$	60.00	\$	2,400.00
Sample Pickup (inclusive of labor and vehicle charge)	10	each	\$	150.00	\$	1,500.00
Subtotal, Cast-in-Place Concrete		· · · · · · · · · · · · · · · · · · ·			\$	24,880.00
STRUCTURÁL STEEL				أواليوا	_	
Certified Welding Inspector, Regular Hours	28	hours	\$	90.00	\$	2,520.00
Field Representative, Regular Hours	8	hours	\$	46.00	\$	368.00
Grout Compressive Strength (sets of 6)	12	each	\$	35.00	\$	420.00
Vehicle Charge	10	each	\$	60.00	\$	600.00
Ultrasonic Equiment	2	trop	\$	100.00	\$	200.00
Sample Pickup (inclusive of labor and vehicle charge)	1	each	\$	150.00	\$	150.00
Subtotal, Structural Steel						



# **COST ESTIMATE**

# LCISD Don Carter Elementary School A Meyers Road and Laurabae Drive Terracon Proposal P92171247

MASONRY	THE RESERVE	WALL STATE		10 U.V.			
Field Representative, Regular Hours	48	hours	\$	46.00	s	2,208.00	
Grout Compressive Strength (sets of 4)	48	each	\$	35.00	\$	1,680.00	
Vehicle Charge	12	each	\$	60.00	\$	720.00	
Sample Pickup (inclusive of labor and vehicle charge)	12	each	\$	150.00	\$	1,800,00	
Subtotal, Masonry							
PROJECT MANAGEMENT	The San San			d		6,408.00	
Project Manager & Administration	28	hours	\$	125.00	S	3,500.00	
Vehicle Charge	4	each	\$	60.00	_	240.00	
Subtotal, Project Management & Administration			-		\$	3,740.00	
ESTIMATED COST							
edimajed Codi					\$	72,000.00	



Reference Number: P92171247

# **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 Don Carter Elementary School project ("Project"), as described in the Project Information section of Consultant's Proposal dated 05/02/2017 ("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., moid, 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 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 other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 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.



Reference Number: P92171247

- 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 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. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Inderunity. Samples are consumed in testing or disposed of upon completion of the testing procedures (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 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 and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's 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 supermision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other passes. It client's contractors, subcontractors, or other parties present at the site.

Consultant:	Terracon Consultants, Inc.	Client	Lamar Consolidated ISD
Ву:	///www.p.// Date: 5/3/2017	By:	Date:
Name/Title:	Mark D Wells / Senior Project Materials Engineer	Name/Title:	James Steenbergen / Board President
Address:	11555 Clay Rd Ste 100	Address:	3911 Avenue I, Rosenberg, TX 77471
	Houston, TX 77043-1239		
Phone:	(713) 690-8989 Fax: (713) 690-8787	Phone:	(832)233-0000
Email:	Mark.Wells@terracon.com	Email:	
		6	

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Rev. 10-16

9.B.#17. – PLANNING BOARD REPORT MAY 18, 2017

## CONSIDER APPROVAL OF MATERIALS TESTING FOR THE NATATORIUM AT FOSTER HIGH SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for materials testing for the Natatorium at Foster High School in the amount of \$36,812 and authorize the Board President to execute the agreement.

#### **IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in verifying the quality of the construction of the Natatorium at Foster High 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

Proposal No. PHD17-079-00 May 1, 2017



Raba Kistner Consultants, Inc. 3602 Westchase Houston, TX 77042 www.rkci.com

> P 713.996.8990 F 713.996.8993 TBPE Firm F-3257 TBPLS Firm 10193784

Mr. Kevin McKeever, Administrator of Operations Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471

Re: Construction Materials Engineering and Testing Services
Lamar CISD – Foster High School Practice Natatorium (Pool) Addition
4400 FM 723
Richmond, Texas 77406

Dear Mr. McKeever:

Raba Kistner Consultants, Inc. (RKCI) is pleased to submit our estimate to Lamar Consolidated ISD (CLIENT) to provide Construction Materials Observation and Testing Services on an "on-call" basis for the above-referenced project.

Our opinion of probable cost of services for this project is \$33,312. An owner's contingency fee of \$3,500 will serve as a reserve to address any unforeseen changes in the scope of work, schedule, or additional services requested.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications provided to us by Vanir-Rice & Gardner, and are without the aid of the general contractor's schedule. The scope and quantity of the "on-call" services provided will be dependent upon services actually required by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors. Charges will be assessed only for actual services rendered. All "on-call" services authorized and/or requested by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors, in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category. The scope of work includes the observation and testing of the following construction materials:

- Proof rolling observation of the subgrade soils,
- Field compaction testing of paving subgrade, structural fill soils, and utility trench fill soils,
- Cast-in-place concrete sampling and testing for drilled piers, beams, slab on grade and paying,
- CMU grout sampling and testing,
- Reinforcing steel observations,
- Structural steel observation (welding and bolt observation),
- SFRM and Roofing material sampling and testing,
- Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), Sieve Analysis thru No. 200, lime determination and compressive strength testing of concrete, masonry and cement stabilized sand test specimens, and
- Project management, data processing, and report review services of laboratory and field test reports.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI**.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>	
I	Standard Terms and Conditions	
- 11	Cost Breakdown	
Ш	Project Data Sheet	

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein.

**RKCI** considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

Copies submitted:

Above (1)

RABA KISTNER CONSULTANTS, INC.	Accepted By	cepted By	
	(Signature)	(Signature)	
Medurall	m.	*	
Martin Vila, P.E., F. ASCE	(Typed or Printed Name)		
Senior Vice President	*		
		Ä	
MV/hg	(Title)	(Title)	
	Date	ate	
20			

#### **BASIC CHARGES**

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Personnel Travel Time (	round trip)	1.5 hour(s)
Vehicle Daily Charge		\$ 50.00/Day

- 2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
- 3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
- 4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
- 5. An approximately ten (10) percent project management and administration cost will be added to all invoices.
- 6. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. RKCI will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. RKCI will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by RKCI for the project.
- 7. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.



#### **STANDARD TERMS AND CONDITIONS**

- 1. <u>SERVICES.</u> Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
- INFORMATION PROVIDED BY CLIENT. CLIENT may provide or 2. direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
- 3. <u>SITE ACCESS AND SITE SAFETY</u>. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
- 4. 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 RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.
- CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule,

- allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
- 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. RK 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. responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK'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. acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
- 8. REPORTS. RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
- 9. TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

- 10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
- 11. <u>LEED PROJECTS.</u> Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
- 12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
- RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
- 14. LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
- 15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
- 16. <u>SUSPENSION OF SERVICES.</u> If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

- WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. <a href="OWNERSHIP OF DOCUMENTS">OWNERSHIP OF DOCUMENTS</a>. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

- <u>DISPUTE RESOLUTION/LITIGATION.</u> All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 20. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
- 21. STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
- 22. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
- NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
- 24. <u>SEVERABILITY.</u> Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
- 25. ENTIRE AGREEMENT. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

#### Attachment II

#### Cost Breakdown for

# Lamar CISD – Foster High School Practice Natatorium (Pool) Addition Richmond, Texas Proposal No. PHD17-079-00

	Froposal No. 1 HD11-013	7-00
		Qty Rate Unit Amount
Task 1: S	oils - Sample Pickups, Proofrolling, Grading, Structural Fill, P	Paving Subgrade and Utility Trench Fill
	(assuming 22 site visits)	
	Labor:	
	80 Technician	120 x \$45.00 / Hr = \$5,400.00
	85 Technician OT	12 x \$67.50 /Hr = \$810.00
	180 Vehicle Charge	x \$50.00 / Day =\$1,100.00
	40000 D-11- T4 (4 down!t-t4 2 500 of	
	10000 Soils Tests: (1 density test per 2,500 sf) 10010 Liquid and Plastic Limits	4 x \$55.00 /Ea = \$220.00
	10040 Percent Passing #200 Sieve (ASTM D-1120)	3 x \$45.00 /Ea = \$135.00
	10060 OMD Standard Compaction (ASTM D-698)	3 x \$165.00 /Ea = \$495.00
	10080 OMD Lime or Cement Stabilized Soil	2 x \$193.00 /Ea = \$386.00
	10130 Nuclear Density Equipment Rental	19 x \$50.00 / Day =\$950.00
	10140 Compressive Strength of C.S.S.	12 x \$60.00 / Ea =\$720.00
		Task 1 Total \$10,216.00
	¥	145K 1 10141
Tack 2: C	oncrete - Reinforcing Steel, Grade Beams, various Slabs, Wa	alls and Paving
1 a S N Z . U	(assuming 14 site visits and 14 cylinder pickups)	and raving
	Labor:	
	80 Technician	115 x \$45.00 / Hr =\$5,175.00
	85 Technician OT	12 x \$67.50 / Hr = \$810.00
	180 Vehicle Charge	28x \$50.00 / Day =\$1,400.00
	nanodonina serie 37 statuto utili er se nem erema una e comenciario anno sunnaturi e	
	2000 Concrete Mix Design Inspection and Testing: (spec. frequen	
	2030 Cylinders Test (ASTM C-39) incl. Hold	88 x \$15.00 / Ea =\$1,320.00
		Task 2 Total \$8,705.00
		183K 2 10tal \$\text{\$\psi_j, 100.00}\$
Task 3: D	rilled Piers (Continuous observation per specifications, assu	me 3 site visits and 3 cylinder pickups)
rusk o. D	Labor:	11257 State State
	80 Technician	36 x \$45.00 / Hr = \$1,620.00
	85 Technician OT	10 x \$67.50 / Hr = \$675.00
	180 Vehicle Charge	6 x \$50,00 / Day =\$300,00
	THE COLUMN TWO STREET	TO SEE THE PROPERTY OF THE PRO
	2000 Concrete Mix Design Inspection and Testing: (spec. frequen	
	2030 Cylinders Test (ASTM C-39)	12x \$15,00 / Ea =\$180.00
		Task 3 Total \$2,775.00
		7-3-1-1
Task 4: N	lasonry Mortar & Grout//Structural Steel (welds/bolts)	
	(assuming 11 visits for Masonry & Grout, 11 specimen pickups a	and 3 visits for Structural Steel/Bolting)
	Labor:	
	80 Technician	90 x \$45.00 / Hr = \$4,050.00
	120 Welding Inspector (C.W.I.)	12 x \$85.00 /Hr = \$1,020.00
	180 Vehicle Charge	x \$50.00 / Day =\$1,250.00
	O T to the formation of participants	
	Concrete Testing: (spec. frequency: 1 sample per 5,000sf) 2130 Mortar/Grout Comp. Strength Cubes (ASTM C-109)	66 x \$20.00 / Ea = \$1,320.00
	2150 Mortar/Grout Comp. Strength Cubes (ASTM C-109)	44 x \$20.00 / Ea = \$880.00
	2100 Mortal Comp. Orongan (North o 1919)	
	č.	Task 4 Total \$8,520.00
Task 5: S	prayed Fire Resistant Materials	
	(2 visits for Fireproofing)	
	Labor:	40 M45 00 (11- M540 00
	80 Technician	12 x \$45.00 / Hr = \$540.00 2 x \$50.00 / Day = \$100.00
	180 Vehicle Charge	
		x \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
		2 x \$60.00 r buy \$400.00
	Fireproofing/Roofing Sampling and Testing:	2 x \$33,00 /Ea = \$66.00
	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM	
	Fireproofing/Roofing Sampling and Testing:	
	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM	
	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion	2 x \$33.00 / Ea = \$66.00 2 x \$25.00 / Ea = \$50.00 Task 5 Total \$756.00
Task 6: P	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM	2 x \$33.00 / Ea = \$66.00 2 x \$25.00 / Ea = \$50.00 Task 5 Total \$756.00
Task 6: P	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion	2 x \$33.00 / Ea = \$66.00 2 x \$25.00 / Ea = \$50.00 Task 5 Total \$756.00 min/clerical, etc.) 12 x \$95.00 / Hr = \$1,140.00
Task 6: P	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion  rofessional Services (project management: report review, add	2 x \$33.00 / Ea = \$66.00 2 x \$25.00 / Ea = \$50.00 Task 5 Total \$756.00
Task 6: P	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion  rofessional Services (project management: report review, add 02 Project Manager	2 x \$33.00 /Ea = \$66.00 2 x \$25.00 /Ea = \$50.00 Task 5 Total \$756.00 min/clerical, etc.) 12 x \$95.00 /Hr = \$1,140.00 30 x \$40.00 /Hr = \$1,200.00
Task 6: P	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion  rofessional Services (project management: report review, add 02 Project Manager	2 x \$33.00 / Ea = \$66.00 2 x \$25.00 / Ea = \$50.00 Task 5 Total \$756.00 min/clerical, etc.) 12 x \$95.00 / Hr = \$1,140.00
Task 6: P	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion  rofessional Services (project management: report review, add 02 Project Manager	2 x \$33.00 /Ea = \$66.00 2 x \$25.00 /Ea = \$50.00 Task 5 Total \$756.00 min/clerical, etc.) 12 x \$95.00 /Hr = \$1,140.00 30 x \$40.00 /Hr = \$1,200.00
	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion  rofessional Services (project management: report review, add 02 Project Manager 20 Administrative Support	2 x \$33,00 / Ea = \$66,00 2 x \$25,00 / Ea = \$50,00 Task 5 Total \$756,00 min/clerical, etc.) 12 x \$95,00 / Hr = \$1,140,00 30 x \$40,00 / Hr = \$1,200,00 Task 6 Total \$2,340,00
Remarks: A min	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion  rofessional Services (project management: report review, add 02 Project Manager 20 Administrative Support	2 x \$33.00 /Ea = \$66.00 2 x \$25.00 /Ea = \$50.00 Task 5 Total \$756.00 min/clerical, etc.) 12 x \$95.00 /Hr = \$1,140.00 30 x \$40.00 /Hr = \$1,200.00
Remarks: A min	Fireproofing/Roofing Sampling and Testing: 12005 Density of SFRM 12045 Cohesion/Adhesion  Professional Services (project management: report review, add 02 Project Manager 20 Administrative Support	2 x \$33,00 / Ea = \$66,00 2 x \$25,00 / Ea = \$50,00 Task 5 Total \$756,00 min/clerical, etc.) 12 x \$95,00 / Hr = \$1,140,00 30 x \$40,00 / Hr = \$1,200,00 Task 6 Total \$2,340,00

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### Attachment III

### PROJECT DATA SHEET

Project Name:			
Client Project No: Purchase Order No.:			
Invoicing Informat	tion: Company Name:		
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	Attention:		
Report Distributio copies of each)		ide required report distribution and requested number of	
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9.B.#18. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF MATERIALS TESTING FOR THE NATATORIUM AT FULSHEAR HIGH SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for materials testing for the Natatorium at Fulshear High School in the amount of \$38,642 and authorize the Board President to execute the agreement.

#### **IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in verifying the quality of the construction of the Natatorium at Fulshear High 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

Proposal No. PHD17-077-00 May 1, 2017



Raba Kistner Consultants, Inc. 3602 Westchase Houston, TX 77042 www.rkci.com

> P 713.996.8990 F 713.996.8993 TBPE Firm F-3257 TBPLS Firm 10193784

Mr. Kevin McKeever, Administrator of Operations Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471

Lamar CISD - Fulshear High School Practice Natatorium (Pool) Addition 9302 Bois D'Arc Lane

**Construction Materials Engineering and Testing Services** 

Fulshear, Texas 77441

Dear Mr. McKeever:

Re:

Raba Kistner Consultants, Inc. (RKCI) is pleased to submit our estimate to Lamar Consolidated ISD (CLIENT) to provide Construction Materials Observation and Testing Services on an "on-call" basis for the above-referenced project.

Our opinion of probable cost of services for this project is \$35,142. An owner's contingency fee of \$3,500 will serve as a reserve to address any unforeseen changes in the scope of work, schedule, or additional services requested.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications provided to us by Vanir-Rice & Gardner, and are without the aid of the general contractor's schedule. The scope and quantity of the "on-call" services provided will be dependent upon services actually required by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors. Charges will be assessed only for actual All "on-call" services authorized and/or requested by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors, in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category. The scope of work includes the observation and testing of the following construction materials:

- Proof rolling observation of the subgrade soils,
- Field compaction testing of paving subgrade, structural fill soils, and utility trench fill soils,
- Cast-in-place concrete sampling and testing for drilled piers, beams, slab on grade and paving,
- CMU grout sampling and testing,
- Reinforcing steel observations,
- Structural steel observation (welding and bolt observation),
- SFRM and Roofing material sampling and testing,
- Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), Sieve Analysis thru No. 200, lime determination and compressive strength testing of concrete, masonry and cement stabilized sand test specimens, and
- Project management, data processing, and report review services of laboratory and field test reports.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI**.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>	
i i	Standard Terms and Conditions	
11	Cost Breakdown	
m	Project Data Sheet	

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein.

**RKCI** considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.	Accepted By(Signature)	
Martin Vila, P.E., F. ASCE Senior Vice President	(Typed or Printed Name)	
MV/hg	(Title)	£
v g	Date	98

Copies submitted:

Above (1)

#### **BASIC CHARGES**

1.	Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to
	the project site, material supplier, etc. and back to our office. The charges for travel from our office
	to the project site and return to our office will be as follows:

Personnel Travel Time (ro	and trip)	1.5 hour(s)
Vehicle Daily Charge	, and the control of	\$ 50.00/Day

- 2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
- 3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
- 4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
- 5. A approximately ten (10) percent project management and administration cost will be added to all invoices.
- 6. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. RKCI will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. RKCI will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by RKCI for the project.
- 7. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.



#### STANDARD TERMS AND CONDITIONS

- SERVICES. Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
- 2. INFORMATION PROVIDED BY CLIENT. CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
- 3. SITE ACCESS AND SITE SAFETY. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
- 4. <u>SUBSURFACE EXPLORATIONS.</u> Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.
- CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule,

- allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
- 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. RK 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 RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK'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. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
- 8. REPORTS. RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
- 9. TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

- 10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
- 11. <u>LEED PROJECTS.</u> Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
- 12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
- RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
- 14. LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
- 15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
- 16. <u>SUSPENSION OF SERVICES.</u> If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

- WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

- <u>DISPUTE RESOLUTION/LITIGATION.</u> All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 20. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
- 21. STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
- 22. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
- NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
- 24. <u>SEVERABILITY.</u> Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
- 25. ENTIRE AGREEMENT. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

#### Attachment II

#### Cost Breakdown for

# Lamar CISD – Fulshear High School Practice Natatorium (Pool) Addition Fulshear, Texas Proposal No. PHD17-077-00

	•	Qty Rate Unit Amount
Task 1: S	oils - Sample Pickups, Proofrolling, Grading, Structural Fill, P	
	(assuming 22 site visits)	
	Labor:	
	80 Technician	120 x \$45.00 / Hr = \$5,400.00
	85 Technician OT	12 x \$67.50 /Hr = \$810.00
	180 Vehicle Charge	x \$50.00 / Day =\$1,100.00
	10000 Soils Tests: (1 density test per 2,500 sf)	
	10010 Liquid and Plastic Limits	4 x \$55.00 /Ea = \$220.00
	10040 Percent Passing #200 Sieve (ASTM D-1120)	3 x \$45.00 /Ea = \$135.00
	10060 OMD Standard Compaction (ASTM D-698)	3 x \$165.00 / Ea = \$495.00
	10080 OMD Lime or Cement Stabilized Soil	2 x \$193.00 /Ea = \$386.00
	10130 Nuclear Density Equipment Rental	19 x \$50.00 / Day = \$950.00
	10140 Compressive Strength of C.S.S.	16 x \$60.00 / Ea =\$960.00
		Task 1 Total \$10,456.00
Task 2: C	oncrete - Reinforcing Steel, Grade Beams, various Slabs, Wa	alls and Paving
	(assuming 20 site visits and 18 cylinder pickups)	
	Labor:	440 645.00 /11 60.000.00
	80 Technician 85 Technician OT	140 x \$45.00 / Hr = \$6,300.00 12 x \$67.50 / Hr = \$810.00
	180 Vehicle Charge	12 x \$67.50 / Hr = \$810.00 40 x \$50.00 / Day = \$2,000.00
	Too Follow Shargs	ν φοιου / Βα <b>γ</b> φεισούσου
	2000 Concrete Mix Design Inspection and Testing: (spec. frequen	ncy: 4 cylinders per 50 CY/100 CY)
	2030 Cylinders Test (ASTM C-39) incl. Hold	88 x \$15.00 / Ea =\$1,320.00
		Task 2 Total \$10,430.00
		140H 2 104H
Task 3: D	rilled Piers (Continuous observation per specifications, assur	me 3 site visits and 3 cylinder pickups)
	Labor: 80 Technician	30 x \$45.00 / Hr = \$1,350.00
	85 Technician OT	12 x \$67.50 / Hr = \$810.00
	180 Vehicle Charge	6 x \$50.00 / Day = \$300.00
	2000 Concrete Mix Design Inspection and Testing: (spec. frequen	
	2030 Cylinders Test (ASTM C-39)	12 x \$15.00 / Ea =\$180.00
		Task 3 Total \$2,640.00
Task 4: M	asonry Mortar & Grout//Structural Steel (welds/bolts)	1
	(assuming 11 visits for Masonry & Grout, 11 specimen pickups at Labor:	nd 3 visits for Structural Steel/Bolting)
	80 Technician	90 x \$45.00 / Hr = \$4,050.00
	120 Welding Inspector (C.W.I.)	12 x \$85.00 / Hr = \$1,020.00
	180 Vehicle Charge	25 x \$50.00 / Day = \$1,250.00
		A STATE OF THE STA
	Concrete Testing: (spec. frequency: 1 sample per 5,000sf)	Tall the product pain agreement
	2130 Mortar/Grout Comp. Strength Cubes (ASTM C-109)	66 x \$20.00 /Ea = \$1,320.00
	2150 Mortar/Grout Comp. Strength (ASTM C-1019)	44 x \$20.00 / Ea =\$880.00
		Task 4 Total \$8,520.00
Took 5: 0	proved Sire Resistant Metaricle	
1 aSK 5: S	orayed Fire Resistant Materials (2 visits for Fireproofing)	
	Labor:	
	80 Technician	12 x \$45.00 / Hr = \$540.00
	180 Vehicle Charge	2 x \$50.00 / Day = \$100.00
	Fireproofing/Roofing Sampling and Testing:	600 00 VE 600 00
	12005 Density of SFRM	2 x \$33.00 /Ea = \$66.00
	12045 Cohesion/Adhesion	x \$25.00 / Ea =\$50.00
		Task 5 Total \$756.00
		2
Task 6: Pr	ofessional Services (project management: report review, adm	agranda 1990 - Danasa arang sanahan sa
	02 Project Manager	12 x \$95.00 / Hr =\$1,140.00
	20 Administrative Support	x \$40.00 / Hr =\$1,200.00
		Table C Tabel An Oracle
		Task 6 Total \$2,340.00
Remarks: A minim	rum of 4 hours is applicable for all field services. An overtime rate of 1.5 times	TOTAL \$35,142.00
the hourly rate will Sunday or Holiday	be charged for any hours worked over 8 per day or any hour worked on Salurday,	

### Attachment III

### PROJECT DATA SHEET

Project Name:			
Client Project No: Purchase Order No.:			
Invoicing Informa	tion: Company Name:		
	Address:		
87	Address.		
	Attention:		
Report Distributio copies of each)		vide required report distribution and requested number of	
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9.B.#19. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF MATERIALS TESTING FOR THE NATATORIUM AT GEORGE RANCH HIGH SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Raba Kistner Consultants, Inc. for materials testing for the Natatorium at George Ranch High School in the amount of \$39,517 and authorize the Board President to execute the agreement.

#### **IMPACT/RATIONALE:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in verifying the quality of the construction of the Natatorium at George Ranch High 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

164

Proposal No. PHD17-078-00 May 1, 2017



Raba Kistner Consultants, Inc. 3602 Westchase Houston, TX 77042 www.rkci.com

> P 713.996.8990 F 713.996.8993 TBPE Firm F-3257 TBPLS Firm 10193784

Mr. Kevin McKeever, Administrator of Operations Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471

Re: Construction Materials Engineering and Testing Services
Lamar CISD – George Ranch High School Practice Natatorium (Pool) Addition
8181 FM 762
Richmond, Texas 77469

Dear Mr. McKeever:

Raba Kistner Consultants, Inc. (RKCI) is pleased to submit our estimate to Lamar Consolidated ISD (CLIENT) to provide Construction Materials Observation and Testing Services on an "on-call" basis for the above-referenced project.

Our opinion of probable cost of services for this project is \$36,017. An owner's contingency fee of \$3,500 will serve as a reserve to address any unforeseen changes in the scope of work, schedule, or additional services requested.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications provided to us by Vanir-Rice & Gardner, and are without the aid of the general contractor's schedule. The scope and quantity of the "on-call" services provided will be dependent upon services actually required by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors. Charges will be assessed only for actual services rendered. All "on-call" services authorized and/or requested by CLIENT, CLIENT'S representatives, the design team, and/or the General Contractor and/or its Subcontractors, in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category. The scope of work includes the observation and testing of the following construction materials:

- Proof rolling observation of the subgrade soils,
- Field compaction testing of paving subgrade, structural fill soils, and utility trench fill soils,
- Cast-in-place concrete sampling and testing for drilled piers, beams, slab on grade and paving,
- CMU grout sampling and testing,
- Reinforcing steel observations,
- Structural steel observation (welding and bolt observation),
- SFRM and Roofing material sampling and testing,
- Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), Sieve Analysis thru No. 200, lime determination and compressive strength testing of concrete, masonry and cement stabilized sand test specimens, and
- Project management, data processing, and report review services of laboratory and field test reports.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.** 

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
1	Standard Terms and Conditions
II	Cost Breakdown
III	Project Data Sheet

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein.

**RKCI** considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.	Accepted By(Signature)
Martin Vila, P.E., F. ASCE Senior Vice President	(Typed or Printed Name)
MV/hg	(Title)
	Date

Copies submitted:

Above (1)

#### **BASIC CHARGES**

1.	Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office	e to
	the project site, material supplier, etc. and back to our office. The charges for travel from our of	fice
	to the project site and return to our office will be as follows:	

Personnel Travel Time (ro	ound trip)	1.5 hour(s)
Vahiala Daily Charge	§	\$ 50.00/Day
Vehicle Daily Charge		50.00/Day

- 2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
- 3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
- 4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
- 5. An approximately ten (10) percent project management and administration cost will be added to all invoices.
- 6. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. RKCI will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. RKCI will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by RKCI for the project.
- 7. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.



#### **STANDARD TERMS AND CONDITIONS**

- SERVICES. Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
- 2. INFORMATION PROVIDED BY CLIENT. CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
- 3. <u>SITE ACCESS AND SITE SAFETY</u>. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
- 4. <u>SUBSURFACE EXPLORATIONS.</u> Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.
- CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule,

- allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
- 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. RK 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. responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK'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. acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
- 8. REPORTS. RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
- 9. TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

- 10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
- 11. <u>LEED PROJECTS.</u> Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
- 12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
- RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
- 14. LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
- 15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
- 16. <u>SUSPENSION OF SERVICES.</u> If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

- WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

- DISPUTE RESOLUTION/LITIGATION. All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 20. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
- 21. STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
- 22. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
- NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
- 24. <u>SEVERABILITY.</u> Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
- 25. ENTIRE AGREEMENT. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

#### Attachment II

#### Cost Breakdown for

# Lamar CISD – George Ranch High School Practice Natatorium (Pool) Addition Richmond, Texas Proposal No. PHD17-078-00

	Single December 2016 and the Control of the Cont	Qty Rate Unit Amount
Task 1: S	oils - Sample Pickups, Proofrolling, Grading, Structural Fill,	A STATE OF THE PARTY OF THE PAR
	(assuming 24 site visits)	
	Labor: 80 Technician	140 x \$45,00 / Hr = \$6,300.00
	85 Technician OT	12 x \$67.50 / Hr = \$810.00
	180 Vehicle Charge	24 x \$50.00 / Day = \$1,200.00
	10000 Soils Tests: (1 density test per 2,500 sf)	
	10010 Liquid and Plastic Limits	4 x \$55.00 / Ea = \$220.00
	10040 Percent Passing #200 Sieve (ASTM D-1120)	3 x \$45.00 / Ea = \$135.00
	10060 OMD Standard Compaction (ASTM D-698) 10080 OMD Lime or Cement Stabilized Soil	3 x \$165.00 / Ea = \$495.00 2 x \$193.00 / Ea = \$386.00
	10130 Nuclear Density Equipment Rental	2 x \$193.00 / Ea = \$386.00 20 x \$50.00 / Day = \$1,000.00
	10140 Compressive Strength of C.S.S.	16 x \$60.00 / Ea = \$960.00
	8	Task 1 Total \$11,506.00
Task 2: C	Concrete - Reinforcing Steel, Grade Beams, various Slabs, W (assuming 17 site visits and 16 cylinder pickups)	alls and Paving
	Labor:	405 445 441 45 45 45 45
	80 Technician 85 Technician OT	125 x \$45.00 / Hr = \$5,625.00 12 x \$67.50 / Hr = \$810.00
	180 Vehicle Charge	33 x \$50.00 / Day = \$1,650.00
	2000 Concrete Mix Design Inspection and Testing: (spec. freque 2030 Cylinders Test (ASTM C-39) incl. Hold	ncy: 4 cylinders per 50 CY/100 CY) 108 x \$15,00 / Ea = \$1,620.00
	2000 Cylinders Test (AGTIVI 0-09) IIIGI. Fiold	100 X \$10,00 / Ed = \$\psi_1,020.00
		Task 2 Total \$9,705.00
Task 3: D	rilled Piers (Continuous observation per specifications, assu	me 4 site visits and 4 cylinder pickups)
	Labor: 80 Technician	40 x \$45.00 / Hr = \$1,800.00
	85 Technician OT	12 x \$67.50 / Hr = \$810.00
	180 Vehicle Charge	8 x \$50.00 / Day =\$400.00
	2000 Concrete Mix Design Inspection and Testing: (spec. freque 2030 Cylinders Test (ASTM C-39)	ncy: 4 cylinders per 50 CY)
		Task 3 Total \$3,190.00
Tack 1: N	lasonry Mortar & Grout//Structural Steel (welds/bolts)	
I don 4. II	(assuming 11 visits for Masonry & Grout, 11 specimen pickups	and 3 visits for Structural Steel/Bolting)
	Labor:	
	80 Technician 120 Welding Inspector (C.W.I.)	90 x \$45.00 /Hr = \$4,050.00 12 x \$85.00 /Hr = \$1,020.00
	180 Vehicle Charge	25 x \$50.00 / Day = \$1,250.00
	***	*
	Concrete Testing: (spec. frequency: 1 sample per 5,000sf) 2130 Mortar/Grout Comp. Strength Cubes (ASTM C-109)	66 x \$20.00 / Ea = \$1,320.00
	2150 Mortar/Grout Comp. Strength (ASTM C-1049)	66 x \$20.00 / Ea = \$1,320.00 44 x \$20.00 / Ea = \$880.00
		Task 4 Total \$8.520.00
		Task 4 Total \$8,520.00
Task 5: S	prayed Fire Resistant Materials	
	(2 visits for Fireproofing)  Labor:	
	80 Technician	12 x \$45.00 / Hr =\$540.00
	180 Vehicle Charge	2 x \$50.00 / Day = \$100.00
	Fireproofing/Roofing Sampling and Testing:	
	12005 Density of SFRM	2 x \$33.00 /Ea =\$66.00
	12045 Cohesion/Adhesion	2 x \$25,00 /Ea = \$50,00
		Task 5 Total \$756.00
Task 6: P	rofessional Services (project management: report review, add	25 of the 2011 Active to the Control of the Control
	02 Project Manager 20 Administrative Support	12 x \$95.00 / Hr = \$1,140.00 30 x \$40.00 / Hr = \$1,200.00
	20 Manimodativo oupport	ν γιοιου / τιι ψημεσοιου
		Task 6 Total \$2,340.00
	mum of 4 hours is applicable for all field services. An overtime rate of 1.5 times	TOTAL \$36,017.00
Sunday or Holida	ll be charged for any hours worked over 8 per day or any hour worked on Selurday, ys.	

RABAKISTNER

### Attachment III

### PROJECT DATA SHEET

Project Name:		
Client Project No:		Purchase Order No.:
Invoicing Informatio	n: Company Name:	
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	Attention:	
Report Distribution copies of each)	Information (Please provide	e required report distribution and requested number of
No. Copies ( )		
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	Phone No.:	Fax No.:
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9.B.#20. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF HVAC TEST AND BALANCE FOR THE NATATORIUM AT FOSTER HIGH SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Engineered Air Balance Co., Inc. for the HVAC test and balance service for the Natatorium at Foster High School in the amount of \$17,415 and authorize the Board President to execute the agreement.

#### **IMPACT/RATIONALE:**

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the Natatorium at Foster High 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



#### Houston

604 Spring Hill Drive, Suite 100 Spring, Texas 77386 Tel: 281-873-7084 Fax: 281-872-6309 eabhouston@eabcoinc.com

www.eabcoinc.com

Proposal No. 2170141-1-2-1

TO:

Lamar C.I.S.D.

3911 Avenue I

Rosenberg, Texas 77471

RE:

LCISD Practice Natatorium -

Foster High School

ATTENTION:

Kevin McKeever

DATE:

April 17, 2017

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Issue for Proposal Mechanical Plans dated March 6, 2017, Addendum No. 1 dated March 21, 2017 and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

Testing, Adjusting and Balancing per AABC Standards	12,385.00
Control Sequence Verification	3,500.00
Field Document Preparation	
Final Report Preparation	
TOTAL PRICE FOR THE ABOVE SERVICES	17 415 00

We thank you for the opportunity of proposing our services. This proposal will expire thirty (30) days from the date shown above. <u>Please reference this proposal number on all correspondence</u>. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway Sales Manager

Cc: Douglas Walker-Rice (VANIR | Rice & Gardner)

Please return this proposal with your signature of approval.

Name & Title

Date of Acceptance

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9.B.#21. – PLANNING BOARD REPORT MAY 18, 2017

## CONSIDER APPROVAL OF HVAC TEST AND BALANCE FOR THE NATATORIUM AT FULSHEAR HIGH SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Engineered Air Balance Co., Inc. for the HVAC test and balance service for the Natatorium at Fulshear High School in the amount of \$17,415 and authorize the Board President to execute the agreement.

#### **IMPACT/RATIONALE:**

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the Natatorium at Fulshear High 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



#### Houston

604 Spring Hill Drive, Suite 100 Spring, Texas 77386 Tel: 281-873-7084 Fax: 281-872-6309 eabhouston@eabcoinc.com

www.eabcoinc.com

#### Proposal No. 2170141-1-2-2

Lamar C.I.S.D. TO: 3911 Avenue I

Rosenberg, Texas 77471

RE:

LCISD Practice Natatorium -

Fulshear High School

ATTENTION:

Kevin McKeever

DATE:

April 17, 2017

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Issue for Proposal Mechanical Plans dated March 6, 2017, Addendum No. 1 dated March 21, 2017 and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

Testing, Adjusting and Balancing per AABC Standards\$	
Control Sequence Verification\$	3,500.00
Field Document Preparation\$	615.00
Final Report Preparation\$	915.00
· ·	
TOTAL PRICE FOR THE ABOVE SERVICES\$	17,415.00

We thank you for the opportunity of proposing our services. This proposal will expire thirty (30) days from the date shown above. Please reference this proposal number on all correspondence. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway Sales Manager

Cc: Douglas Walker-Rice (VANIR | Rice & Gardner)

Please return this proposal with your signature of approval.

Name & Title

Date of Acceptance

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9.B.#22. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF HVAC TEST AND BALANCE FOR THE NATATORIUM AT GEORGE RANCH HIGH SCHOOL

#### **RECOMMENDATION:**

That the Board of Trustees approve Engineered Air Balance Co., Inc. for the HVAC test and balance service for the Natatorium at George Ranch High School in the amount of \$17,415 and authorize the Board President to execute the agreement.

#### **IMPACT/RATIONALE:**

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the Natatorium at George Ranch High 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

177



#### Houston

604 Spring Hill Drive, Suite 100 Spring, Texas 77386 Tel: 281-873-7084 Fax: 281-872-6309 eabhouston@eabcoinc.com

www.eabcoinc.com

Proposal No. 2170141-1-2-3

TO:

Lamar C.I.S.D.

3911 Avenue I

Rosenberg, Texas 77471

RE:

LCISD Practice Natatorium -

George Ranch High School

ATTENTION:

Kevin McKeever

DATE:

April 17, 2017

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Issue for Proposal Mechanical Plans dated March 6, 2017, Addendum No. 1 dated March 21, 2017 and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

Testing, Adjusting and Balancing per AABC Standards\$	12,385.00
Control Sequence Verification\$	3,500.00
Field Document Preparation\$	615.00
Final Report Preparation	
	Alewania Parisanana and Sa

TOTAL PRICE FOR THE ABOVE SERVICES......\$ 17,415.00

We thank you for the opportunity of proposing our services. This proposal will expire thirty (30) days from the date shown above. <u>Please reference this proposal number on all correspondence</u>. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway
Sales Manager

Cc: Douglas Walker-Rice (VANIR | Rice & Gardner)

Please return this proposal with your signature of approval.

Name & Title

Date of Acceptance

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9.B.#23. – PLANNING BOARD REPORT MAY 18, 2017

# CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL PAYMENT FOR THE HUGGINS ELEMENTARY SCHOOL DRIVEWAY IMPROVEMENTS

#### **RECOMMENDATION:**

That the Board of Trustees approve the deductive change order #1 in the amount of \$16,004.52 and final payment of \$5,689.95 to Bass Construction Company for the construction of the Huggins Elementary School driveway improvements, and authorize the Board President to sign the change order.

#### IMPACT/RATIONALE:

Bass Construction Company was the contractor for the construction of the Huggins Elementary School driveway improvements. Substantial completion was achieved on January 3, 2017. Funding is from the 2011 Bond.

#### PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Bass Construction Company will be paid 100 percent for the construction 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:

Thomas Randle

Dr. Thomas Randle Superintendent

### Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001		OWNER: 🔀
Huggins Elementary School	<b>DATE</b> : May 18, 2017	,	ARCHITECT:
1 Huggins Drive			NTRACTOR:
Fulshear, TX 77441		COI	The state of the second contract of the second seco
TO CONTRACTOR (Name and address)	ARCHITECT'S PROJECT NUMBER: 1581.0	00	FIELD:
Bass Construction Company, Inc.	CONTRACT DATE: August 18, 2016	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	OTHER:
1124 Damon Street	CONTRACT FOR: General Construction		
Rosenberg, TX 77471	CONTINUE TON. CENERAL CONSTRUCTION		
THE CONTRACT IS CHANGED AS FOLLOW	A. T. J.		
(Include, where applicable, any undispute Huggins Elementary School - New Parent	ed amount attributable to previously execute	d Construction Change Directives	<i>i)</i>
Original Owners Contigency Allowance:			
Approved Allowance Expenditure Author			
Remaining Balance Allowance Expenditu	re Authorizations: \$16,004.52		
The original Contract Sum was		\$	585,000.00
The net change by previously authorized (	Change Orders	\$ -	0.00
The Contract Sum prior to this Change Or	der was	\$	585,000.00
The Contract Sum will be decreased by th		\$	16,004.52
The new Contract Sum including this Cha	50 PM 2005000 PM 200500 PM	\$	568,995.48
The Contract Time will be increased by Z The date of Substantial Completion as of	ero (0) days. the date of this Change Order therefore is Ja-	nuary 3, 2017	
Price which have been authorized by	clude changes in the Contract Sum, Con Construction Change Directive until the which case a Change Order is executed	cost and time have been agree	ed upon
NOT VALID UNTIL SIGNED BY THE AR	CHITECT, CONTRACTOR AND OWNER.		
VLK Architects	Bass Construction Company, Inc.	Lamar Consolidated Indepe District	endent School
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)	
20445 TX 249 Suite 350	1124 Damon Street	3911 Avenue I	
Houston, To 12000	Rosenberg, TX 77471	Rosenberg, TX 77471	
ADDRESS COO J LIES TO E	ADDRESS Dev	ADDRESS	
BY (Silving)	BY (Signature)	BY (Signature)	
Todd Todd	Bob Bass, Owner	James Steenbergen, Board	President
(Typed chine)	(Typed name)	(Typed name)	
DATE	DATE	DATE	

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User Notes:

(3B9ADA17)

## MAIA Document G702 – 1992

#### Application and Certificate for Payment

TO OWNER: Lamar Consolidated Independent School PROJECT:

VIA

Distribution to:

District

Drive

OWNER: X

3911 Avenue I Rosenberg, TX 77471 1 Huggins Drive

ARCHITECT: X

FROM Bass Construction Co., Inc Fulshear, TX 77441 VLK Architects, Inc.

**CONTRACTOR:** 1124 Damon St

20445 TX 249, Suite 350 ARCHITECT:

**CONTRACT DATE:** August 18, 2016 PROJECT NOS: 1581.00 / 16-006 /

**CONTRACT FOR:** General Construction

**PERIOD TO:** March 31, 2017

CONTRACTOR: X

Rosenberg, TX 77471

Houston, TX 77070

32-2016VRG

FIELD:

OTHER:

#### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$585,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ -16,004.52
3. CONTRACT SUM TO DATE (Line $1 \pm 2$ )	\$ 568,995.48
4. TOTAL COMPLETED & STORED TO DATE (Column G on G70	3) \$ 568,995.48
5. RETAINAGE:	-
a. 0 % of Completed Work	
(Column D + E on G703) $\qquad \qquad $	0.00
b. 0 % of Stored Material	
(Column F on G703)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 568,995.48
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 563,305.53
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 5,689.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE	.**************************************
(Line 3 less Line 6) \$	0.00

CHANGE ORDER SUMMARY	AD	DITIONS	DE	DUCTIONS
Total changes approved in previous months by Owner	\$	0.00	\$	0.00
Total approved this Month	\$	0.00	\$	16,004.52
TOTALS	\$	0.00	\$	16,004.52
NET CHANGES by Change Order	\$			-16,004.52

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_ By:

Date: April 11, 2017

State of: TEXAS

County of: FORT BEND

Subscribed and sworn to before

Huggins Elementary School - New Parent APPLICATION NO: 16-006 005

me this 11th day of April, 2017

Notary Public: My Commission expires: December 27, 2018



#### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ......\$ (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

9.B.#24. – PLANNING BOARD REPORT MAY 18, 2017

#### CONSIDER APPROVAL OF CSP #13-2017VRG FOR THE HVAC WEB-BASED CONTROLS

#### **RECOMMENDATION:**

That the Board of Trustees approve Johnson Controls, Inc. for the construction of the HVAC web-based controls in the amount of \$431,600 and authorize the Board President to execute the agreement.

#### IMPACT/RATIONALE:

Competitive Sealed Proposal #13-2017VRG was solicited for the construction of the HVAC web-based controls. Two (2) proposals were received on April 25, 2017. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and Estes, McClure & Associates recommend the contract for construction be awarded to the highest ranked firm, Johnson Controls, Inc. These funds were allocated within the 2014 Bond Budget.

#### PROGRAM DESCRIPTION:

The amount of the recommended proposal is under the established construction budget.

Upon approval, contracts will be prepared for execution and Johnson controls, Inc. will begin construction of the HVAC web-based controls.

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

#### **Lamar Consolidated Independent School District**

#### HVAC Web Access Controls (CSP #13-2017VRG) CONTRACTOR EVALUATION

Contractor	Base Bid Price	Bid Price 25 Points Max	Contractor's reputation with the District, government or collegiate entities 15 Points Max		Extent to which Contractor meets the districts needs 10 Points Max	Contractor's past relationship with the District or School Districts 5 Points Max	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability toprovide service to the District with proper staff and insurance requirements 10 Points	Safety	Total Score	Firm's Ranking Order
Johnson's Controls	\$431,600	25.00	15.00	15.00	10.00	5.00	15.00	10.00	5.00	100.00	1
Siemens	\$1,939,618	5.56	15.00	15.00	10.00	5.00	15.00	10.00	5.00	80.56	2
Automated Logic	\$0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3

#### CONSIDER APPROVAL OF DISCOVERY EDUCATION STREAMING

#### **RECOMMENDATION:**

That the Board of Trustees approve Discovery Education Streaming from Region 11 ESC in the amount of \$68,339.64 and authorize the Board President and Superintendent to execute the agreement.

#### IMPACT/RATIONALE:

Lamar CISD has used Discovery Education Streaming (formerly United Streaming) since 1998. Access to Discovery Education Streaming includes licensed videostreaming and other digital resources for teachers and students to use in the classroom. Teachers and students have immediate access to download and use high-quality, up-to-date digital resources from Discovery Education, including:

- · Licensed digital videos
- Video clips
- Audio
- Digital Images
- Spanish language videos
- Encyclopedia articles
- Online curriculum builder tools
- Related teacher and student resource materials
- Multimedia resource management tools
- Professional development resources

In the 2016-2017 school year, district teachers and students downloaded, viewed, or accessed nearly 60,000 resources.

#### PROGRAM DESCRIPTION:

As of September 1, 2011, the public and non-public schools within Region 4 contract for licensing Discovery Education's videostreaming and related resources through ESC Region 11. The education service centers of Texas have joined together and secured the best possible pricing for Discovery Education's videostreaming resources. The Instructional Materials Allotment will be used to pay for this contract.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



#### **Lamar Consolidated ISD Contract Summary Report**

Last Year Enrollment: 0 Contract **Lock Date EnrollStart EnrollEnd Total** 05/10/2017 09/01/2017 09/12/2018 \$68,339.64 **Discovery Education Streaming** \$68,339.64 Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. Signature of Board President or Designee Date Approved by Board of Trustees Signature of Superintendent or Designee Date E-mail of District Contact Designated District Contact Please fax or e-mail to: For additional information, contact: Education Service Center Region 11 Dr. Clyde W. Steelman, Jr. Atten: Dr. Clyde W. Steelman, Jr. (817) 740-3630 1451 S. Cherry Lane clydes@esc11.net White Settlement, Texas 76108 Fax (817) 740-7675

clydes@esc11.net

185 Print Date: 5/10/2017

ESC Region 11 Executive Director Signature





#### Home

#### **Live Help Contract Dependencies**



\$68,339.64

2017 - 2018 Contract Totals \$0.00

All Contracts: **Locked Contracts:** \$0.00

**Review/Submit Contracts** 

Discovery Education Streaming v25

2015 - 2016 2016 - 2017 Last Year **Last Year Enrollment Enrollment Enrollment** Totals: 0 - Edit

Total Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2017, on either the district or ESC Region 11. Until September 1, 2017, a district or ESC Region 11 can notify the other party of its wishes to void this contract, but early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated. If you wish to sign up for Discovery Education Streaming Base Package, please enter your district's 2016-2017 enrollment in the box on the right. 29692.00 Use the Texas Education Agency's PEIMS Standard Enrollment Report to get the 2014-2015 enrollment for your district. To access the TEA Standard \$34,739.64 Enrollment Report, click the following link: Enrollment Data Number of subscribing campuses with highest grade level served PK-8 (Ele/Int/MS/JH) Number of subscribing campuses with highest grade level served 9-12 (K12/HS) Choose from the following additional Optional Resources by entering the number of campuses that will use these products in the box(es) on the right. 40.00 Discovery Education Streaming Plus Package \$33,600.00 Discovery Health Connection \$0.00 Discovery Science (K-8) \$0.00 \$0.00

Contact Kayla Steiner at ksteiner@esc11.net with questions.

#### **District Contact Information:**

Please give us the name, e-mail address, and phone number for the district contact person responsible for this contract.

David Jacobson, djacobson@lcisd.org, 832-223-0200

Save Contract (Don't Lock Yet)

**Save and Lock Contract for Approvals** 

Total

**Contract Home** 

**Print Last Year's Contract** 



# Discovery Education's Videostreaming Resources Contract 2017-2018

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2017, on either the district or ESC Region 11. Until September 1, 2016, a district or ESC Region 11 can notify the other party of its wishes to void this contract, but early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

ESC Region 11 offers the following services and discounts to school districts/charter schools in the Region 4 area that submit the online **Discovery Education's Videostreaming Contract**:

#### Services included at No Additional Charge

**Discover Education Streaming** — Access to Discovery Education Streaming licensed videostreaming and other digital resources for teachers and students to use in the classroom. Teachers and students have immediate access to download and use high-quality, up-to-date digital resources from Discovery Education, including:

- · Licensed digital videos
- Video clips
- Audio
- Digital Images
- Spanish language videos
- Encyclopedia articles
- Online curriculum builder tools
- Related teacher and student resource materials
- Multimedia resource management tools
- Professional development resources

Note: Discovery Education Streaming consists of more than 5,000 video titles, 20,000 digital images, 3,500 audio files, and 26,000 encyclopedia articles.

#### Services Included At a Reduced Fee

- Discovery Health Connection
- Discovery Science
- Discovery Education Streaming Plus Package

Note: Professional Development (face-to-face, online, and via videoconferencing) can also be purchased at reduced rates through ESC Region 11 and the associated ESCs.

By contracting for these resources, districts/schools acknowledge and accept the terms of the Subscriber Agreement included in this document.

#### **ESC Region 11 Contact**

Director of Instructional Services (817) 740-7611



## Discovery Education's Videostreaming Resources Contract

#### **Price List — 2017-2018**

Basic Contract Cost per Enrollment

(2015-16 PEIMS Standard Enrollment)

Discovery Education Streaming \$1.17

(\$400 minimum fee)

Optional Additional Content	Cost per Campus
1. Discovery Health	\$1,425
2. Discovery Science K-8	\$1,675
3. Discovery Education Streaming Plus Upgrade Package	\$840

#### CONSIDER APPROVAL OF KACE SERVER EXPANSION

#### **RECOMMENDATION:**

That the Board of Trustees approve Dell to provide servers and Micro Integration to provide network switches in the amount of \$62,079.77 to support the expansion of the district's KACE systems management infrastructure.

#### **IMPACT/RATIONALE:**

The KACE K1000 provides automated software distribution, staff software self-serve portal, technology work orders, inventory tracking and management, software patching, and usage reporting and the K2000 provides operating system deployment (imaging). As part of the 2014 Bond program, the District installed 15 KACE servers to support robust management of the nearly 16,000 PC desktops and laptops that were in service at that time. The system is now supporting nearly 22,000 workstations and needs to be expanded to support ongoing District growth.

#### PROGRAM DESCRIPTION:

This project would add two large virtual server hosts to the KACE system. With the existing 15 physical servers, the upgraded system will have the capacity to support up to 35,000 devices. In addition to the two new servers, a new 12 port 10GB fiber network switch is needed to connect the new severs to the District's network.

Dell and Micro Integration were selected to provide these systems through cooperative purchasing agreements. This project will be funded with remaining 2014 Bond funds originally used to purchase the KACE system.

Submitted by: David Jacobson, Chief Technology Information Officer

Chris Nilsson, Director of Technology Integration

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent



#### A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$19,944.47

Quote number: 3000013600408.1 Quote date: May 9, 2017

Quote expiration: Jun. 8, 2017

**Solution ID:** 8108089

Deal ID: 13801181

Company name: LAMAR CISD

**Customer number:** 104697118

Phone:

(832) 223-0508

Sales rep information: **Preston Cox** Preston\_Cox@Dell.com (800) 456-3355 Ext: 5138259

Bill to: LAMAR CISD 3911 AVE I **ROSENBERG** TX 77471-3901 US

(832) 223-0508

#### **Pricing Summary**

Item	Qty	Unit price	Subtotal
PowerEdge R630 - [dellstar_1337]	1	\$19,944.47	\$19,944.47
DBC as low as \$599.00 / month <sup>^</sup>	Non-Ta Ta	Subtotal: Shipping: conmental Fees: exable Amount: exable Amount: Estimated Tax:	\$19,944.47 \$0.00 \$0.00 \$19,944.47 \$0.00 \$0.00
		Total:	\$19,944.47

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

US

#### Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

**Preston Cox** 

Order this quote easily online through your <u>Premier page</u>, or if you do not have Premier, using <u>Quote to Order</u>

#### **Shipping Group 1**

Shipping Contact: RECEIVING DEPT	Shipping phone: (832) 223-0173	Shipping via: Standard Ground	Shipping Address: 4907 AVE I ROSENBERG
			TX 77471-3465

 SKU
 Description
 Qty
 Unit Price
 Subtotal

 PowerEdge R630 - [dellstar\_1337]
 1
 \$19,944.47
 \$19,944.47

Contract Code: 42AFU

Customer Agreement No: DIR-SDD-1951

PowerEdge R630 Server	1	-	-
PowerEdge R630 Motherboard MLK	1	-	-
No Trusted Platform Module	1	-	-
Chassis with up to 10, 2.5" Hard Drives, 3 PCIe Slots	1	-	-
PowerEdge R630 Shipping - 10/24 Drive Chassis	1	-	-
Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s	1	-	-
QPI,Turbo,HT,16C/32T (120W) Max Mem 2400MHz			
Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s	1	-	-
	1	-	-
5	1	-	-
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SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	1	-	-
	PowerEdge R630 Motherboard MLK No Trusted Platform Module Chassis with up to 10, 2.5" Hard Drives, 3 PCIe Slots PowerEdge R630 Shipping - 10/24 Drive Chassis Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s QPI,Turbo,HT,16C/32T (120W) Max Mem 2400MHz	PowerEdge R630 Motherboard MLK  No Trusted Platform Module  Chassis with up to 10, 2.5" Hard Drives, 3 PCIe Slots  PowerEdge R630 Shipping - 10/24 Drive Chassis  Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s  QPI,Turbo,HT,16C/32T (120W) Max Mem 2400MHz  Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s  QPI,Turbo,HT,16C/32T (120W) Max Mem 2400MHz  DIMM Blanks for System with 2 Processors  1 20W Heatsink for PowerEdge R630  1 2400MT/s RDIMMs  Performance Optimized  RAID 5 for H330/H730/H730P (3-24 HDDs or SSDs)  PERC H730 Integrated RAID Controller, 1GB Cache  SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	PowerEdge R630 Motherboard MLK  No Trusted Platform Module  Chassis with up to 10, 2.5" Hard Drives, 3 PCIe Slots  PowerEdge R630 Shipping - 10/24 Drive Chassis  Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s  QPI,Turbo,HT,16C/32T (120W) Max Mem 2400MHz  Intel Xeon E5-2683 v4 2.1GHz,40M Cache,9.60GT/s  QPI,Turbo,HT,16C/32T (120W) Max Mem 2400MHz  DIMM Blanks for System with 2 Processors  1 -  120W Heatsink for PowerEdge R630  1 -  120W Heatsink for PowerEdge R630  1 -  2400MT/s RDIMMs  1 -  Performance Optimized  RAID 5 for H330/H730/H730P (3-24 HDDs or SSDs)  PERC H730 Integrated RAID Controller, 1GB Cache  SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb  1 -

407-BBVK	SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	1	-	-
407-BBVK	SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	1	-	-
555-BCKP	Intel X710 Quad Port 10Gb DA/SFP+ Ethernet,	1	-	-
	Network Daughter Card			
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access	1	-	-
	Controller, Enterprise			
634-BBWU	OpenManage Essentials, Server Configuration	1	-	-
	Management			
429-AAIQ	No Internal Optical Drive	1	-	-
325-BCJZ	Dell EMC Bezel for PE R630,10/24HDD	1	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management	1	-	-
204 DDDI	Arm	4		
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1),	1	-	-
(24 ) (7)	750W	4		
631-AACK 619-ABVR	No Systems Documentation, No OpenManage DVD Kit	1	-	-
421-5736	No Operating System No Media Required	1	-	-
800-BBDM	UEFI BIOS	1	-	_
332-1286	US Order	1	_	
951-2015	Thank you for choosing Dell ProSupport Plus. For	1	_	
751 2015	tech support, visit	'		
	http://www.dell.com/contactdell			
976-7728	Dell Hardware Limited Warranty Plus On Site Service	1	-	_
976-7763	ProSupport Plus: 7x24 Next Business Day Onsite	1	-	_
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Service, 5 Year	•		
976-7770	ProSupport Plus: 7x24 HW/SW Tech Support and	1	-	_
	Assistance, 5 Year			
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	16	-	-
400-ALXS	800GB Solid State Drive SAS Mix Use MLC 2.5in Hot-	6	-	-
	plug Drive, PX04SM			
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10	2	-	-
	Feet (3m), Power Cord, North America			

Subtotal: \$19,944.47 Shipping: \$0.00 **Environmental Fees:** \$0.00 **Estimated Tax:** \$0.00

> Total: \$19,944.47

#### Important Notes

#### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

#### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

#### ^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

#### \*Dell Financial Services Lease:

- 1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
- 2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
- 3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
- 4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
- 5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.



#### A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$14,681.70

Quote number: 3000013600053.1 Quote date: May 9, 2017

Quote expiration: Jun. 8, 2017

**Solution ID:** 8108046

Deal ID: 13801181

Company name: LAMAR CISD

**Customer number:** 104697118

Phone:

(832) 223-0508

Sales rep information: **Preston Cox** Preston\_Cox@Dell.com

(800) 456-3355 Ext: 5138259

Bill to: LAMAR CISD 3911 AVE I **ROSENBERG** TX 77471-3901

US

(832) 223-0508

#### **Pricing Summary**

Item	Qty	Unit price	Subtotal
PowerEdge R630 - [dellstar_1337]	1	\$14,681.70	\$14,681.70
DBC as low as \$441.00 / month^	Non-Ta Ta	Subtotal: Shipping: Donmental Fees: Exable Amount: Exable Amount: Estimated Tax:	\$14,681.70 \$0.00 \$0.00 \$14,681.70 \$0.00 \$0.00
		Total:	\$14,681.70

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

US

1

1

1

1

#### Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Preston Cox

Order this quote easily online through your <u>Premier page</u>, or if you do not have Premier, using <u>Quote to Order</u>

120W Heatsink for PowerEdge R630

120W Heatsink for PowerEdge R630

RAID 5 for H330/H730/H730P (3-24 HDDs or SSDs)

PERC H730 Integrated RAID Controller, 1GB Cache

SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb

SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb

2400MT/s RDIMMs

Performance Optimized

#### Shipping Group 1

Shipping Contact: RECEIVING DEPT	Shipping phone: (832) 223-0173	Shipping via: Standard Ground	Shipping Address: 4907 AVE I ROSENBERG
			TX 77471-3465

SKU Description Unit Price Subtotal Qty 1 PowerEdge R630 - [dellstar\_1337] \$14,681.70 \$14,681.70 Contract Code: 42AFU Customer Agreement No: DIR-SDD-1951 210-ACXS PowerEdge R630 Server PowerEdge R630 Motherboard MLK 329-BCZI 1 No Trusted Platform Module 461-AADZ 321-BBKM Chassis with up to 10, 2.5" Hard Drives, 3 PCIe Slots 1 340-AKPR PowerEdge R630 Shipping - 10/24 Drive Chassis Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s 338-BFFU QPI, Turbo, HT, 8C/16T (85W) Max Mem 1866MHz Intel Xeon E5-2630 v3 2.4GHz,20M Cache,8.00GT/s 374-BBHD QPI, Turbo, HT, 8C/16T (85W) Max Mem 1866MHz 370-ABWE DIMM Blanks for System with 2 Processors

412-AAEE

412-AAEE 370-ACPH

370-AAIP

780-BBJL

405-AAEG

407-BBVK

407-BBVK

407-BBVK	SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	1	-	-
407-BBVK	SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	1	-	-
555-BCKP	Intel X710 Quad Port 10Gb DA/SFP+ Ethernet,	1	-	-
	Network Daughter Card			
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access	1	-	-
	Controller, Enterprise			
634-BBWU	OpenManage Essentials, Server Configuration	1	-	-
	Management			
429-AAIQ	No Internal Optical Drive	1	-	-
325-BCJZ	Dell EMC Bezel for PE R630,10/24HDD	1	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management	1	-	-
204 5551	Arm	,		
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1),	1	-	-
(24 4461/	750W	4		
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required UEFI BIOS	1	-	-
800-BBDM 332-1286	US Order	1	-	-
951-2015		1	-	-
931-2013	Thank you for choosing Dell ProSupport Plus. For tech support, visit	ı	-	-
	http://www.dell.com/contactdell			
976-7728	Dell Hardware Limited Warranty Plus On Site Service	1	_	_
976-7728	ProSupport Plus: 7x24 Next Business Day Onsite	1	- -	_
770-7703	Service, 5 Year	1		
976-7770	ProSupport Plus: 7x24 HW/SW Tech Support and	1	_	_
770 7770	Assistance, 5 Year	'		
900-9997	On-Site Installation Declined	1	-	_
973-2426	Declined Remote Consulting Service	1	-	_
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	2	-	_
400-ALXS	800GB Solid State Drive SAS Mix Use MLC 2.5in Hot-	6	-	_
3 <del>2</del> 3 3	plug Drive, PX04SM	-		
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10	2	-	-
	Feet (3m), Power Cord, North America			

\$14,681.70 Subtotal: Shipping: \$0.00 **Environmental Fees:** \$0.00 **Estimated Tax:** \$0.00

> Total: \$14,681.70

#### Important Notes

#### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

#### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

#### ^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

#### \*Dell Financial Services Lease:

- 1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
- 2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
- 3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
- 4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
- 5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.



#### A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:\$15,465.60

Quote number: 1023077072289.1	Quote date: May 10, 2017	Quote expiration: May 31, 2017	
Company name: LAMAR CISD	Customer number: 104697118	Phone: (832) 223-0508	
Sales rep information: PRESTON COX - () Ext:	Bill to: LAMAR CISD 3911 AVE I ROSENBERG TX 77471-3901 US (832) 223-0508		

#### **Pricing Summary**

Item	Qty	Unit price	Subtotal
VLA VMWARE VSPHERE 6 ENTERPRISE PLUS FOR 1 PROCESSOR	6	\$1,845.36	\$11,072.16
VLA VMWARE PROD SUPPORT/SUBSCRIPTION VSPHERE 6 ENT PLUS FOR 1 PROC	6	\$732.24	\$4,393.44
EA 112403520	1	\$0.00	\$0.00
jbright@lcisd.org	1	\$0.00	\$0.00

Sales rep: PRESTON COX | Quote number: 1023077072289.1

Subtotal: \$15,465.60
Shipping: \$0.00
Environmental Fees: \$0.00
Non-Taxable Amount: \$0.00
Taxable Amount: \$0.00
Estimated Tax: \$0.00

Total: \$15,465.60

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

**Shipping Address:** 

#### Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

PRESTON COX

Order this quote easily online through your <u>Premier page</u>, or if you do not have Premier, using <u>Quote to Order</u>

Shipping phone:

#### **Shipping Group 1**

**Shipping Contact:** 

RECEIVING D		(832) 223-0173	DELL Standard	Delivery	LAMAR CISD 4907 AVE I ROSENBERG TX 77471-346 US	
SKU	Descripti	ion		Qty	Unit Price	Subtotal
	VLA VMV PROCESS	VARE VSPHERE 6 ENTERPRISE SOR	PLUS FOR 1	6	\$1,845.36	\$11,072.16
	Contract	Code: 42AFU				
A9663919	VLA VMW PROCESS	/ARE VSPHERE 6 ENTERPRISE P OR	LUS FOR 1	6	-	-
SKU	Descripti	ion		Qty	Unit Price	Subtotal
		VARE PROD SUPPORT/SUBSCR E 6 ENT PLUS FOR 1 PROC	RIPTION	6	\$732.24	\$4,393.44
	Contract	Code: 42AFU				
A9663920		/ARE PROD SUPPORT/SUBSCRIF 6 ENT PLUS FOR 1 PROC	PTION	6	-	-

Shipping via:

SKU	Description	Qty	Unit Price	Subtotal
	EA 112403520	1	\$0.00	\$0.00
	Contract Code: 42AFU			
*		1	-	
SKU	Description	Qty	Unit Price	Subtotal
	jbright@lcisd.org	1	\$0.00	\$0.00
	Contract Code: 42AFU			
*		1	-	-
		Env	Subtotal: Shipping: rironmental Fees:	\$15,465.60 \$0.00 \$0.00

Total: \$15,465.60

\$0.00

Estimated Tax:

Sales rep: PRESTON COX | Quote number: 1023077072289.1

#### Important Notes



presented by:

David A Patterson

Micro Integration

Tel: 713-785-4596

10801 Hammerly

Fax: 713-785-2276

Suite 246

Houston, Texas 77043

May 10, 2017

#### Lamar CISD Cisco 6500 10 Gig Blade

10 Gig Module

Manf.	Model	Description	List	Edu. Cost	Qty	Ext. Cost
		16 Port 10G with DFC4				
Cisco	WS-X6816-10G-2T-RF	REMANUFACTURED	19200.00	9600.00	1	\$9,600.00
FluxLight	X2-10GB-SR	10 Gbase SR	995.00	298.50	8	\$2,388.00

Total \$11,988.00

206

#### CONSIDER APPROVING DELEGATION OF FINAL AUTHORITY TO THE SUPERINTENDENT TO EMPLOY CONTRACTUAL EMPLOYEES

#### **RECOMMENDATION:**

That the Board of Trustees delegate final authority to the Superintendent to employ contractual employees for the 2017-2018 school year during the months of May, June, July, and August.

#### IMPACT/RATIONALE:

Competition with neighboring school districts in the hiring of administrators is heightened during the summer months. Having to wait 30 days for board approval can make a difference in whether a candidate accepts an offer. If the candidate is internal, their approval creates a vacancy that also has to be filled. The delegation of authority would authorize the superintendent to extend contracts to candidates for positions such as assistant principal, principal, coordinators and directors. In 2015 from May to August there were 18 administrative hires. In 2016 for that same time frame there were 21 administrative hires. So far this summer our prediction is 18 for that time period.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle Superintendent

10.A.#1. – INSTRUCTIONAL BOARD REPORT MAY 18, 2017

## INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT, INTER-DISTRICT, AND PUBLIC EDUCATION GRANT TRANSFER REQUESTS TO POLLY RYON MIDDLE SCHOOL, READING JUNIOR HIGH SCHOOL, AND GEORGE RANCH HIGH SCHOOL

A freeze has been placed for new Intra-district, Inter-district, and Public Education Grant transfer requests at the following schools for the 2017-2018 school year: Polly Ryon Middle School, Reading Junior High School, and George Ranch High School. It is noted that the freeze on the intra-district/inter-district transfers would not include:

- 1. A residence change to another high school attendance zone for a high school student who has completed six (6) or more semesters at his/her original high school campus. In this case, the student may remain with his/her class.
- A residence change to another LCISD school attendance zone after the beginning of the semester (generally 7 weeks or greater). In this case the student may remain at his/her current campus until the end of the current semester. Proof of current address will be required to confirm the student's new address is within the District's boundaries.
- 3. A pending residence change to another LCISD school attendance zone because of the pending purchase or lease of a new home at the beginning of a semester (generally 6 weeks or less). In this case, the student may transfer to the campus of his/her new attendance zone. Documentation indicating an earnest contract, lender approval, closing documents, and/or a signed lease is required as proof of residence.
- 4. Full time LCISD employees that are residents of the District may transfer their student to another campus within the District. Transfers that are granted to resident full-time employees must be renewed annually. If the employee terminates employment with the District, the student will return to the campus for which he/she is zoned at the end of the semester in which employment ends.

Resource Person: Leslie Haack, Executive Director of Secondary Education

#### INFORMATION ITEM: GIFTED AND TALENTED PROGRAM

#### **BACKGROUND:**

Federal, state, and district regulations contribute to providing programming for students who demonstrate high achievement capability in such areas as intellectual, creative, artistic, or leadership capacity, or in specific academic fields and who need services or activities not ordinarily provided by the school to fully develop those capabilities.

#### Status:

Lamar CISD addresses the needs of gifted students based on a philosophy that:

- every student deserves the opportunity to advance academically as far as high/her ability, motivation, and effort can take him/her and
- access to the opportunities as stated above is guaranteed to every student, regardless of gender, ethnicity, economic position, language proficiency, or disability.

Lamar CISD meets student needs through differentiated curriculum, the Challenge Pool Program, and through facilitators who support classroom instruction. At the secondary level, challenging classes are also offered through Pre-AP and Advanced Placement coursework. Teachers receive initial training of 30 hours in G/T instruction, as well as, 6 hours of follow-up training each year.

Resource Person: Valerie Vogt, Academic Administrator

10.B.#1. – PLANNING BOARD REPORT MAY 18, 2017

INFORMATION ITEM: BOARD POLICIES -- FIRST READING

The following local policies are attached for review:

- Localized Policy Manual Update 107
- DNA (LOCAL) Performance Appraisal: Evaluation of Teachers
- FD (LOCAL) Admissions
- GKD (LOCAL) Community Relations: Nonschool Use of School Facilities

Local policies are customized to provide a procedure or guidelines to enforce the legal policies and district guidelines.

Resource Person: Dr. Thomas Randle, Superintendent



#### Localized Policy Manual Update 107

#### Lamar CISD

**Remember:** You can download a PDF of this update packet, annotated copies of the (LOCAL) policies, editable (LOCAL) text, and more on <a href="may.tasb.org">my.tasb.org</a> under *Policy Service Resource Library: Local Manual Updates*.

**Need help?** Please call your policy consultant, Mary Kay Spellman, at 800-580-7529 or e-mail Policy.Service@TASB.org.

#### **Overview**

Update 107 contains recommended changes to local policies on topics including:

- Gifts, fundraising, and solicitations;
- Expense reimbursement; and
- Compulsory attendance.

Revisions to legal policies incorporate various administrative rules and additional provisions from the Every Student Succeeds Act (ESSA).

Your Localized Update 107 packet also contains:

- Explanatory Notes describing the changes to each policy. Please note that, where appropriate, the Explanatory Notes ask you to verify that a particular policy reflects current district practice and to advise us of any changes needed so that our records and the district's policy manual accurately track the district's practice. Explanatory notes may also provide important information about policies not included in the update packet.
- Vantage Points—A Board Member's Guide to Update 107, which provides local officials
   a highly summarized first glance at the update. Please distribute the enclosed copies of
   Vantage Points to your board members with the review copies of the update.
- Instructions for incorporating this update into each of the district's Localized Policy
  Manuals after board adoption. Use the enclosed Instruction Sheet as a guide to which
  policies should be added, replaced, and removed from your manual.

## Instruction Sheet TASB Localized Policy Manual Update 107

District	t Lamar CISD		
Code		Action To Be Taken	Note
A25	(INDEX)	Replace cross-index	Revised cross-index
AF	(LEGAL)	Replace policy	Revised policy
BBFA	(EXHIBIT)	DELETE exhibit	See explanatory note
BDAE	(LEGAL)	Replace policy	Revised policy
BJCF	(EXHIBIT)	DELETE exhibit	See explanatory note
BR	(LEGAL)	Replace policy	Revised policy
С	(LEGAL)	Replace table of contents	Revised table of contents
CDC	(LEGAL)	Replace policy	Revised policy
CDC	(LOCAL)	Replace policy	Revised policy
CFC	(LEGAL)	Replace policy	Revised policy
CJ	(LEGAL)	ADD policy	See explanatory note
CJ	(LOCAL)	ADD policy	See explanatory note
CMD	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
DBA	(LEGAL)	Replace policy	Revised policy
DBD	(LEGAL)	Replace policy	Revised policy
DBD	(EXHIBIT)	DELETE exhibit	See explanatory note
DBE	(EXHIBIT)	DELETE exhibit	See explanatory note
DC	(LEGAL)	Replace policy	Revised policy
DC	(LOCAL)	Replace policy	Revised policy
DECA	(LEGAL)	Replace policy	Revised policy
DEE	(LOCAL)	Replace policy	Revised policy
DF	(EXHIBIT)	DELETE exhibit	See explanatory note
DFAA	(LOCAL)	Replace policy	Revised policy
DFAB	(EXHIBIT)	DELETE exhibit	See explanatory note
DFBA	(LOCAL)	Replace policy	Revised policy
DFFA	(EXHIBIT)	DELETE exhibit	See explanatory note
DH	(EXHIBIT)	Replace exhibit	Revised exhibit
DHB	(LEGAL)	Replace policy	Revised policy
DNA	(LEGAL)	Replace policy	Revised policy
DNB	(LEGAL)	Replace policy	Revised policy
EFAA	(LEGAL)	Replace policy	Revised policy

## Instruction Sheet TASB Localized Policy Manual Update 107

(LEGAL)	Replace policy	Revised policy
(LEGAL)	Replace policy	Revised policy
(LEGAL)	Replace policy	Revised policy
(LEGAL)	Replace policy	Revised policy
(LEGAL)	Replace table of contents	Revised table of contents
(LOCAL)	Replace policy	Revised policy
(LEGAL)	Replace policy	Revised policy
(LEGAL)	Replace policy	Revised policy
(LOCAL)	No policy enclosed	See explanatory note
(LEGAL)	Replace policy	Revised policy
(LEGAL)	Replace policy	Revised policy
(LEGAL)	Replace policy	Revised policy
(LOCAL)	Replace policy	Revised policy
(LOCAL)	Replace policy	Revised policy
(LEGAL)	Replace policy	Revised policy
	(LEGAL) (LEGAL) (LEGAL) (LOCAL) (LEGAL) (LOCAL)	(LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LOCAL)  (LEGAL)  (LOCAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LEGAL)  (LOCAL)  (LOCAL)  (LOCAL)  (LEGAL)  (LOCAL)  (LOCAL)  (LOCAL)  Replace policy

#### DELETE

Lamar CISD 079901

ETHICS
CONFLICT OF INTEREST DISCLOSURES

BBFA (EXHIBIT)

See the following pages for forms that may be used for compliance with disclosure requirements:

Exhibit A:

Affidavit Disclosing Substantial Interest in a Business Entity or Real Property,

as defined in Local Government Code 171.002 — 2 pages

Exhibit B:

Affidavit Disclosing Interest in Property, under Government Code Chapter 553,

Subchapter A — 1 page

ADDITIONAL DISCLOSURE: The conflicts disclosure statement required of members of the Board, the Superintendent, and, as applicable, other District employees by Local Government Code 176.003 is available on the Texas Ethics Commission website at <a href="http://www.ethics.state.tx.us">http://www.ethics.state.tx.us</a>.

DATE ISSUED: 10/20/2015 UPDATE 103 BBFA(EXHIBIT)-A

## ETHICS CONFLICT OF INTEREST DISCLOSURES

BBFA (EXHIBIT)

**EXHIBIT A** 

## AFFIDAVIT DISCLOSING SUBSTANTIAL INTEREST IN A BUSINESS ENTITY OR REAL PROPERTY

		F TEXAS OF FORT BEND
	ar Co	
1.	I, or	a person(s) related to me in the first degree, have a substantial interest in:
		a business entity, as those terms are defined in Local Government Code Sections 171.001–.002, that would experience a special economic effect distinguishable from its effect on the public by a vote or decision of the Board.
		or
		real property for which it is reasonably foreseeable that the Board's action or my action will have a special economic effect on the value of the property distinguishable from its effect on the public.
2. The business entity or real property is		business entity or real property is
	(nar	me/address of business or description of property).
		("I" or name of relative and relationship) (have)(has) a stantial interest in this business entity or real property as follows: eck all that apply)
		Ownership of ten percent or more of the voting stock or shares of the business entity.
		Ownership of ten percent or more of the fair market value of the business entity.
		Ownership of \$15,000 or more of the fair market value of the business entity.
		Funds received from the business entity exceed ten percent of (my, her, his) gross income for the previous year.
		Real property is involved and ( <i>I</i> , she, he) (have)(has) an equitable or legal ownership with a fair market value of at least \$2,500.
3.	The corre	statements in this affidavit are based on my personal knowledge and are true and ect.
4.	abst	n the filing of this affidavit with the Board's official record keeper, I affirm that I shall ain from participation in any decision involving this business entity or real property, ss permitted according to Local Government Code 171.004(c).

DATE ISSUED: 10/20/2015

UPDATE 103 BBFA(EXHIBIT)-A

Lamar CISD
079901

ETHICS BBFA
CONFLICT OF INTEREST DISCLOSURES (EXHIBIT)

Signed \_\_\_\_\_\_ (date)

Signature of official \_\_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS
COUNTY OF FORT BEND

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_\_ (month),
\_\_\_\_\_\_ (year).

\_\_\_\_\_, Notary Public, State of Texas

DATE ISSUED: 10/20/2015

UPDATE 103 BBFA(EXHIBIT)-A

### ETHICS CONFLICT OF INTEREST DISCLOSURES

BBFA (EXHIBIT)

**EXHIBIT B** 

#### AFFIDAVIT DISCLOSING INTEREST IN PROPERTY

	ATE OF TEXAS UNTY OF FORT BEND		
		(name of affiant), (check c	one of the following)
	as an officer of, or		
	as a Board candidate for,		
	nar Consolidated Independent Schoo owing:	ol District make this affidavit and	on my oath state the
1.	I have a legal or equitable interest in purchase or condemnation. The pr		
2.	The nature, type, and amount of interest, including percentage of ownership, I have in the property is:		
3.	I acquired my interest in the proper	ty on	(date).
4.	The information stated in this affida tains the information required by Se		
Sigr	ned (date)		
Sigr	nature of affiant		
Offic	ce or public title		
	TE OF TEXAS JNTY OF FORT BEND		
	orn to and subscribed before me on the contract of the contrac	his day of	(month),
		, Notary Public, State of Texa	as

**NOTE:** This affidavit must be filed with the county clerk(s) of the county or counties in which the property is located and of the county in which the public servant or candidate resides within ten days before the date on which the property is to be acquired by purchase or condemnation.

DATE ISSUED: 10/20/2015

UPDATE 103 BBFA(EXHIBIT)-A

SUPERINTENDENT NONRENEWAL BJCF (EXHIBIT)

### NOTICE OF PROPOSED CONTRACT NONRENEWAL

Date:
Name:
Address:
City/State/Zip:
Dear:
YOU ARE HEREBY NOTIFIED that a majority of the Board of Trustees of ISD has determined at a lawfully called meeting
of the Board of Trustees on (date), that your employment contract as Superintendent in the District should not be renewed for the succeeding school year, and the Board voted to propose nonrenewal.
This notice is given pursuant to the provisions of Section 21.212 of the Texas Education Code.
The recommendation not to renew your contract is being made for the following reasons:
[List all reasons in detail]
If you desire a hearing, not later than the 15th day after receiving this written notice, you must notify the Board of Trustees in writing of that request. The Board shall provide a hearing to be held not later than the 15th day after receiving your notice requesting a hearing. Such hearing shall be closed unless you request an open hearing. If you fail to make a timely request for a hearing, the Board may proceed and make a determination on its proposed action not later than the 30th day after the date the Board sends you notice of the proposed nonrenewal.
If you have any questions concerning any of the reasons supporting the proposed action to nonrenew your contract, please advise me in writing.
Attached to this notice is a copy of the District's policy on nonrenewal of the Superintendent's term contract, containing the rules for the hearing.
This notice dated at (City/State/Zip):,
Date: BY: President, Board of Trustees
ISD

**DATE ISSUED: 2/22/1999** 

UPDATE 60 BJCF(EXHIBIT)-A

### **CURRENT**

Lamar CISD 079901

OTHER REVENUES
GRANTS FROM PRIVATE SOURCES

CDC (LOCAL)

GIFTS FROM THE PUBLIC

The Board reserves the authority to accept any bequest or gift of money or property with a value in excess of \$2,500 on behalf of the District. Gifts shall become the sole property of the District for its use and disposition. The Superintendent may designate where a gift is to be used.

CRITERIA FOR ACCEPTANCE

The Superintendent may accept, without Board approval, any bequest or gift with a value of \$2,500 or less. Acceptable gifts shall:

- 1. Have a purpose consistent with District purposes.
- 2. Place no restrictions on the school program.
- 3. Not require the endorsement of a product.
- 4. Not require extensive District maintenance.

DATE ISSUED: 1/20/1992

LDU032

CDC(LOCAL)-X

ADOPTED:

#### REVISED

OTHER REVENUES
GIFTS AND SOLICITATIONS GRANTS FROM PRIVATE SOURCES

CDC (LOCAL)

UNSOLICITED GIFTS

AUTHORITY TO ACCEPT

CRITERIA FOR ACCEPTANCE

**Note:** For purposes of this policy, the terms "gift" and "donation" have the same meaning.

The Board delegates to the Superintendent reserves the authority to accept unsolicited giftsany bequest or gift of money or property with a value in excess of \$2,500 on behalf of the District. However, any gift with a cost or market value of \$2,500 or more, any gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, Gifts shall require Board approval.

Once accepted, a gift becomes become the sole property of the District. for its use and disposition. The Superintendent may designate where a gift is to be used.

The District shall not Superintendent may accept, without Board approval, any bequest or gift that would violate or conflict with policies of or actions by the Board or with federal or state law. a value of \$2,500 or less. Acceptable gifts shall:

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

- 1. Has Have a purpose consistent with the District's educational philosophy, goals, and objectives; District purposes.
- 2. Places any Place no restrictions on a campus or District the school program;
- 3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
- 4. Would result in ancillary or ongoing costs for the District;
- 5. Requires employment of additional personnel;
- 3.6. Requires or implies Not require the endorsement of a specific business or product [see GKB for advertising opportunities];-
- 7. Would result in inequitable funding, equipment, or resources among District schools or programs;
- 8. Obligates the District or a campus to engage in specific actions; or
- Affects the physical structure of a building or would Not require extensive District maintenance on the part of the District.

DATE ISSUED: 2/14/20171/20/1992

UPDATE 107LDU032 CDC(LOCAL)-BX ADOPTED:

### OTHER REVENUES GIFTS AND SOLICITATIONS GRANTS FROM PRIVATE SOURCES

CDC (LOCAL)

#### **SOLICITATIONS**

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and any District administrative regulations.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District

### WEB-BASED SOLICITATIONS

4.10. An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor before using the name or image of the District, a campus, or any student.

CONTRACTED SERVICES

CJ (LOCAL)

EMPLOYMENT ASSISTANCE PROHIBITED

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees]

DATE ISSUED: 2/14/2017

UPDATE 107 CJ(LOCAL)-A ADOPTED:

### **DELETE**

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CONFLICT OF INTEREST

DBD (EXHIBIT)

See the following pages for forms to be used by employees for disclosing potential conflicts of interest:

Exhibit A: Affidavit Disclosing Substantial Interest in a Business Entity or in Real Proper-

ty, as defined in Local Government Code 171.002 — 2 pages

Exhibit B: Affidavit Disclosing Interest in Property, under Government Code Chapter 553,

Subchapter A — 1 page

ADDITIONAL DISCLOSURE: The conflicts disclosure statement required of the Superintendent and, as applicable, other District employees by Local Government Code 176.003 is available on the Texas Ethics Commission website at <a href="http://www.ethics.state.tx.us">http://www.ethics.state.tx.us</a>.

DATE ISSUED: 10/20/2015

UPDATE 103 DBD(EXHIBIT)-A

### EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CONFLICT OF INTEREST

DBD (EXHIBIT)

**EXHIBIT A** 

### AFFIDAVIT DISCLOSING SUBSTANTIAL INTEREST IN A BUSINESS ENTITY OR IN REAL PROPERTY

STATE OF TEXAS COUNTY OF FORT BEND (name), as an employee of Lamar Consolidated Independent School District, make this affidavit and on my oath state the following: 1. I have a substantial interest in: a business entity, as those terms are defined in Local Government Code Sections 171.001–.002, that would experience a special economic effect distinguishable from its effect on the public by an action of the Board or the District. [See BBFA] real property for which it is reasonably foreseeable that an action of the Board or District will have a special economic effect on the value of the property distinguishable from its effect on the public. 2. The business entity or real property is (name/address of business or description of property). \_\_\_\_\_ have a substantial interest in this business entity or real property as follows: (check all that apply) Ownership of ten percent or more of the voting stock or shares of the business en-Ownership of ten percent or more of the fair market value of the business entity. Ownership of \$15,000 or more of the fair market value of the business entity. Funds received from the business entity exceed ten percent of my gross income for the previous year. Real property is involved and I have an equitable or legal ownership with a fair market value of at least \$2,500.

DATE ISSUED: 10/20/2015

UPDATE 103 DBD(EXHIBIT)-A

correct.

3.

The statements in this affidavit are based on my personal knowledge and are true and

# EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CONFLICT OF INTEREST

DBD (EXHIBIT)

Signed (date)		
Signature of employee		
Title		
STATE OF TEXAS COUNTY OF FORT BEND		
Sworn to and subscribed before me on this	day of	(month)
, No	otary Public, State of Texas	

**NOTE:** This affidavit should be filed with the Superintendent, Board President, or a designee before the Board takes action concerning the business entity or real property.

DATE ISSUED: 10/20/2015

UPDATE 103 DBD(EXHIBIT)-A

### EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CONFLICT OF INTEREST

DBD (EXHIBIT)

**EXHIBIT B** 

STATE OF TEXAS

#### AFFIDAVIT DISCLOSING INTEREST IN PROPERTY

COUNTY OF FORT BEND (name), as Superintendent of Lamar Consolidated Independent School District, make this affidavit and on my oath state the following: I have a legal or equitable interest in property to be acquired with public funds, either by purchase or condemnation. The property is described as follows: 2. The nature, type, and amount of interest, including percentage of ownership, I have in the property is: I acquired my interest in the property on \_\_\_\_\_\_ (date). 3.. 4. The information stated in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code. Signed \_\_\_\_\_ (date) Signature of Superintendent \_\_\_\_\_ STATE OF TEXAS COUNTY OF FORT BEND Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_ (month), \_\_\_\_\_ (year). , Notary Public, State of Texas

**NOTE:** This affidavit must be filed with the county clerk(s) of the county or counties in which the property is located and of the county in which the Superintendent resides within ten days before the date on which the property is to be acquired by purchase or condemnation.

DATE ISSUED: 10/20/2015

UPDATE 103 DBD(EXHIBIT)-A

**DELETE** 

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS NEPOTISM

DBE (EXHIBIT)

These illustrations depict the relationships that violate the nepotism law.

CONSANGUINITY (Blood) Kinship

Board member is prospective employee's:

First Degree

Parent Child

Second Degree

Grandparent Grandchild Sister/Brother

Third Degree

Great-Grandparent Great-Grandchild Aunt/Uncle Niece/Nephew

AFFINITY (Marriage) Kinship

Board member's spouse is the prospective employee.

OR

Board member's spouse is prospective employee's:

OR

Prospective employee's spouse is the Board member's:

First Degree

Parent Child

Second Degree

Grandparent	Grandchild	Sister/Brother

NOTE:

The spouses of two persons related by blood are not by that fact related. The affinity chart supposes only one affinity relationship between the Board member and prospective employee through either of their spouses.

DATE ISSUED: 7/8/1991

UPDATE 40 DBE(EXHIBIT)-A

**EMPLOYMENT PRACTICES** 

DC (LOCAL)

PERSONNEL DUTIES

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

**POSTING VACANCIES** 

The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

RECRUITMENT

Recruitment of staff shall be the responsibility of the Superintendent.

**APPLICATIONS** 

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

EMPLOYMENT OF CONTRACTUAL PERSONNEL The Board delegates to the Superintendent final authority to employ contractual personnel who are not classified as District or campus administrators.

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel who are classified as District or campus administrators.

The Board retains final authority for employment of contractual personnel classified as District or campus administrators. [See DCA, DCB, DCC, and DCE as appropriate]

EMPLOYMENT OF NONCONTRACTUAL PERSONNEL

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

EXIT INTERVIEWS AND EXIT REPORTS

An exit interview shall be conducted, if possible, and an exit report shall be prepared for every employee who leaves employment with the District.

**DATE ISSUED: 9/5/2008** 

LDU 2008.02 DC(LOCAL)-X ADOPTED:

**EMPLOYMENT PRACTICES** 

DC (LOCAL)

PERSONNEL DUTIES

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

POSTING VACANCIES

The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

RECRUITMENT

Recruitment of staff shall be the responsibility of the Superintendent.

**APPLICATIONS** 

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

EMPLOYMENT OF CONTRACTUAL PERSONNEL The Board delegates to the Superintendent final authority to employ contractual personnel who are not classified as District or campus administrators.

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel who are classified as District or campus administrators.

The Board retains final authority for employment of contractual personnel classified as District or campus administrators. [See DCA, DCB, DCC, and DCE as appropriate]

EMPLOYMENT OF NONCONTRACTUAL PERSONNEL

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

EMPLOYMENT ASSISTANCE PROHIBITED No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

EXIT INTERVIEWS AND EXIT REPORTS

An exit interview shall be conducted, if possible, and an exit report shall be prepared for every employee who leaves employment with the District.

DATE ISSUED: 2/14/20179/5/2008 UPDATE 107LDU-2008.02

DC(LOCAL)-X

ADOPTED:

#### CURRENT

Lamar CISD 079901

COMPENSATION AND BENEFITS EXPENSE REIMBURSEMENT

DEE (LOCAL)

PRIOR APPROVAL

REQUIRED

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior

approval of the employee's immediate supervisor.

TRAVEL EXPENSES

Reimbursement for authorized travel shall be in accordance with

legal requirements.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those au-

thorized for state employees.

DOCUMENTATION

**REQUIRED** 

For any authorized expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual

expenses and in accordance with administrative procedures.

DATE ISSUED: 9/30/2003

UPDATE 71 DEE(LOCAL)-A ADOPTED:

### REVISED

Lamar CISD 079901

COMPENSATION AND BENEFITS EXPENSE REIMBURSEMENT

DEE (LOCAL)

PRIOR APPROVAL

REQUIRED

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's immediate supervisor and in accordance with administrative regulations.

TRAVEL EXPENSES

Reimbursement for authorized travel shall be in accordance with legal requirements.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

DOCUMENTATION REQUIRED

For any allowable authorized expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses. and in accordance with administrative procedures.

DATE ISSUED: 2/14/20179/30/2003

UPDATE **1077** DEE(LOCAL)-A ADOPTED:

### DELETE

TERMINATION OF EMPLOYMENT

DF (EXHIBIT)

The forms on the following pages are provided to assist the District in notifying employees of contract termination.

Exhibit A:

Notice of Proposed Termination of a Probationary or Term Contract — 1 page

Exhibit B:

Notice of Proposed Termination of a Continuing Contract — 1 page

Exhibit C:

Notice of Contract Termination —1 page

Note:

The following forms are for termination of a probationary, term, or continuing contract during the contract term for reasons other than financial exigency. For termination of a probationary or term contract during the contract term due to financial exigency, see DFFA. For termination of a continuing contract due to financial exigency, see DFFC. For termination of a probationary contract at the end of the contract term, see DFAB. For nonrenewal of a term contract at the end of the contract term, see DFBB. For nonrenewal of a term contract due to a program change, see DFFB.

DATE ISSUED: 10/9/2012

UPDATE 95 DF(EXHIBIT)-A

#### TERMINATION OF EMPLOYMENT

DF (EXHIBIT)

**EXHIBIT A** 

## NOTICE OF PROPOSED TERMINATION OF A PROBATIONARY OR TERM CONTRACT

Date of notice:
Employee name:
On (date of meeting), the Board voted to propose termination of your employment contract for the following reasons:
(List all reasons constituting good cause for contract termination.)
To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you received this notice.
If you do not request a hearing within 15 days of receiving this notice, the Board will vote to terminate your contract.
Please direct questions regarding the proposed termination of your contract to the Superintendent.
Signature
Printed name
Title

DATE ISSUED: 10/9/2012

UPDATE 95 DF(EXHIBIT)-A

#### TERMINATION OF EMPLOYMENT

DF (EXHIBIT)

**EXHIBIT B** 

## NOTICE OF PROPOSED TERMINATION OF A CONTINUING CONTRACT

Date of notice:
Employee name:
On (date of meeting), the Board voted to propose termination of your employment contract for the following reasons:
(List all reasons constituting good cause for contract termination.)
To request a hearing on the Board's proposed termination of your employment contract, you must notify the Board in writing not later than the tenth day after the date you receive this notice. You must also submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not ater than the 15th day after the date you received this notice.
f you do not notify the Board of a hearing request within ten days of receiving this notice, or f you fail to timely request appointment of an independent hearing examiner, the Board will vote to terminate your contract.
Please direct questions regarding the proposed termination of your contract to the Superinendent.
Signature
Printed name
Fitle

DATE ISSUED: 10/9/2012 UPDATE 95

UPDATE 95 DF(EXHIBIT)-A

### TERMINATION OF EMPLOYMENT

DF (EXHIBIT)

### **EXHIBIT C**

### NOTICE OF CONTRACT TERMINATION

(To be used to notify an employee of the Board's final action to terminate a probationary, term, or continuing contract, if the employee fails to timely notify the Board or request a hearing.)
Date of notice:
Employee name:
On (date of meeting), the Board took final action to terminate your employment contract, effective
Please direct questions regarding the termination of your contract to the Superintendent.
Signature
Printed name
Title

DATE ISSUED: 10/9/2012

UPDATE 95 DF(EXHIBIT)-A Lamar CISD 079901

## **CURRENT**

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA (LOCAL)

SUSPENSION WITH PAY

A probationary contract employee may be suspended with pay or placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension or administrative leave.

DATE ISSUED: 10/23/1995

UPDATE 50 DFAA(LOCAL)-A ADOPTED:

## **REVISED**

Lamar CISD 079901

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFAA (LOCAL)

SUSPENSION WITH PAY

A probationary contract employee may be suspended with pay ander placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension or administrative leave.

DATE ISSUED: 2/14/2017+0/23/1995 UPDATE 10750 DFAA(LOCAL)-A ADOPTED:

## DELETE

# PROBATIONARY CONTRACTS TERMINATION AT END OF YEAR

DFAB (EXHIBIT)

Note:

The forms on the following pages are for termination of a probationary contract at the end of the contract term. For termination of a probationary contract during the contract term for reasons other than financial exigency, see DF. For termination of a probationary contract during the contract term due to financial exigency, see DFFA.

Exhibit A: Notice of End-of-Year Termination of Probationary Contract — 1 page

Exhibit B: Documentation of Delivery: Notice of Termination of Probationary Contract —

1 page

DATE ISSUED: 6/6/2013

UPDATE 97 DFAB(EXHIBIT)-A

#### **EXHIBIT A**

# NOTICE OF END-OF-YEAR TERMINATION OF PROBATIONARY CONTRACT

Date of notice:
Employee name:
On (date of meeting), the Board took action to terminate your employment contract.
Your employment with the District will end effective the last duty day of the school year.
Please direct questions regarding the termination of your contract to the Superintendent.
<u> </u>
Signature
Printed name
Title
THE

DATE ISSUED: 6/6/2013

UPDATE 97 DFAB(EXHIBIT)-A

# PROBATIONARY CONTRACTS TERMINATION AT END OF YEAR

DFAB (EXHIBIT)

### **EXHIBIT B**

# DOCUMENTATION OF DELIVERY: NOTICE OF TERMINATION OF PROBATIONARY CONTRACT

(For office use only. This document to be retained in the employee's personnel file.)

Employee name;		
(Notice must be delivered perso which the employee is employed		to the employee on the campus at
Hand delivery:		
Completed: Attempted:	(check only o	one)
Date:	By:	(name)
	epaid certified mail or o	date that hand delivery is attempted, delivered by express delivery service to
Mail or delivery service:		
Sent by: Certified mailE	xpress delivery service	e (check only one)
Employee's address of record:		
		<del></del>
Date:	By:	
	(District rep	presentative)

DATE ISSUED: 6/6/2013

UPDATE 97 DFAB(EXHIBIT)-A

### **CURRENT**

Lamar CISD 079901

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA (LOCAL)

SUSPENSION WITH PAY

A term contract employee may be suspended with pay or placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension or administrative leave.

DATE ISSUED: 10/23/1995

UPDATE 50 DFBA(LOCAL)-A ADOPTED:

### **REVISED**

Lamar CISD 079901

TERM CONTRACTS
SUSPENSION/TERMINATION DURING CONTRACT

DFBA (LOCAL)

SUSPENSION WITH PAY

A term contract employee may be suspended with pay ander placed on administrative leave by the Superintendent during an investigation of alleged misconduct

by the employee or at any time the Superintendent Superintendent determines that the District's best interest will be served by the

suspension or administrative leave.

DATE ISSUED: 2/14/201710/23/1995 UPDATE 10750 DFBA(LOCAL)-A ADOPTED:

### DELETE

Lamar CISD 079901

REDUCTION IN FORCE FINANCIAL EXIGENCY

DFFA (EXHIBIT)

The forms on the following pages are provided to assist the District in notifying employees of contract termination due to financial exigency.

Exhibit A: Notice of Proposed Termination of a Probationary Contract — 1 page

Exhibit B: Notice of Proposed Termination of a Term Contract — 1 page

Exhibit C: Notice of Contract Termination — 1 page

**Note:** These forms are for termination of a probationary or term contract during the con-

tract term due to financial exigency. For termination of a probationary or term contract during the contract term for reasons other than financial exigency, see DF. For termination of a probationary contract at the end of the contract term, see DFAB. For nonrenewal of a term contract at the end of the contract term, see DFBB. For nonrenewal of a term contract due to program change, see DFFB.

DATE ISSUED: 10/9/2012

UPDATE 95

DFFA(EXHIBIT)-A1

REDUCTION IN FORCE FINANCIAL EXIGENCY

DFFA (EXHIBIT)

### **EXHIBIT A**

# NOTICE OF PROPOSED TERMINATION OF PROBATIONARY CONTRACT DURING CONTRACT TERM DUE TO FINANCIAL EXIGENCY

Date of notice:
Employee name:
On (date of meeting), the Board voted to propose termination of your employment contract due to a financial exigency declared under Education Code 44.011. A copy of the District's DFFA(LOCAL) policy is attached.
The Board has determined that any hearing on this proposed termination will be conducted as follows:
Before the Board or designee. To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Board not later than the 15th day after the date you receive this notice. The Board will notify you whether the hearing will be conducted by the Board or an attorney designated by the Board.
Before an independent hearing examiner appointed by the Commissioner of Education. To request a hearing on the Board's proposed termination of your employment contract, you must submit a written request to the Commissioner of Education for appointment of an independent hearing examiner, and provide the Board a copy of the request, not later than the 15th day after the date you receive this notice.
If you do not request a hearing within 15 days of receiving this notice, the Board will vote to terminate your contract.
Please direct questions regarding the proposed termination of your contract to the Superintendent.
Signature
Printed name
Title

DATE ISSUED: 10/9/2012

UPDATE 95 DFFA(EXHIBIT)-A1

REDUCTION IN FORCE FINANCIAL EXIGENCY

**DFFA** (EXHIBIT)

**EXHIBIT B** 

## NOTICE OF PROPOSED TERMINATION OF TERM CONTRACT DURING CONTRACT TERM DUE TO FINANCIAL EXIGENCY

Date of notice:	
Employee name:	х
On (date of meeting), the Boar of your employment contract due to a financial exigency declar 44.011. A copy of the District's DFFA(LOCAL) policy is attached	red under Education Code
The Board has determined that any hearing on this proposed t as follows:	termination will be conducted
Before the Board or designee. To request a hearing on the tion of your employment contract, you must submit a writted later than the tenth day after the date you receive this not whether the hearing will be conducted by the Board or an Board.	ten request to the Board not tice. The Board will notify you
Before an independent hearing examiner appointed by the To request a hearing on the Board's proposed termination you must notify the Board in writing not later than the tent ceive this notice. You must also submit a written request to tion for appointment of an independent hearing examiner, of the request, not later than the 15th day after the date y	n of your employment contract, th day after the date you re- to the Commissioner of Educa- , and provide the Board a copy
If you do not notify the Board of a hearing request within ten do if you fail to timely request appointment of an independent hear the Board will vote to terminate your contract.	
Please direct questions regarding the proposed termination of tendent.	your contract to the Superin-
Signature	
Printed name	
Title	
DATE ISSUED: 10/9/2012	1 of 1

**UPDATE 95** 

DFFA(EXHIBIT)-A1

# REDUCTION IN FORCE FINANCIAL EXIGENCY

DFFA (EXHIBIT)

**EXHIBIT C** 

### NOTICE OF CONTRACT TERMINATION

(To be used to notify an employee of the Board's final action to terminate a probationary or term contract, if the employee fails to timely notify the Board or request a hearing.)

Date of notice:
Employee name:
On (date of meeting), the Board took final action to terminate your employment contract, effective
Please direct questions regarding the termination of your contract to the Superintendent.
Signature
Printed name
Title

DATE ISSUED: 10/9/2012

**UPDATE 95** 

DFFA(EXHIBIT)-A1

#### EMPLOYEE STANDARDS OF CONDUCT

DH (EXHIBIT)

#### **EDUCATORS' CODE OF ETHICS**

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. 19 TAC 247.1

- 1. Professional Ethical Conduct, Practices, and Performance
  - Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the District, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.
  - Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
  - Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
  - Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.
  - Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.
  - Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.
  - Standard 1.7. The educator shall comply with state regulations, written local Board policies, and other state and federal laws.
  - Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
  - Standard 1.9. The educator shall not make threats of violence against District employees, Board members, students, or parents of students.
  - Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

DATE ISSUED: 3/15/2012 UPDATE 93 DH(EXHIBIT)-P

- Standard 1.11. The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- Standard 1.12. The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.
- Standard 1.13. The educator shall not consume alcoholic beverages on school property or during school activities when students are present.

#### 2. Ethical Conduct Toward Professional Colleagues

- Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.
- Standard 2.3. The educator shall adhere to written local Board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
- Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.
- Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
- Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

#### 3. Ethical Conduct Toward Students

- Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- Standard 3.2. The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.
- Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
- Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

DATE ISSUED: 3/15/2012 UPDATE 93

UPDATE 93 DH(EXHIBIT)-P

DH (EXHIBIT)

Standard 3.5. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, e-mail, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- a. The nature, purpose, timing, and amount of the communication;
- b. The subject matter of the communication;
- Whether the communication was made openly or the educator attempted to conceal the communication;
- d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- e. Whether the communication was sexually explicit; and
- f. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

19 TAC 247.2

DATE ISSUED: 3/15/2012

UPDATE 93 DH(EXHIBIT)-P

#### EMPLOYEE STANDARDS OF CONDUCT

DH (EXHIBIT)

#### **EDUCATORS' CODE OF ETHICS**

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. 19 TAC 247.1

- 1. Professional Ethical Conduct, Practices, and Performance
  - Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.
  - Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
  - Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
  - Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.
  - Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.
  - Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.
  - Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other state and federal laws.
  - Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
  - Standard 1.9. The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.
  - Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

DATE ISSUED: 2/14/2017 UPDATE 107 DH(EXHIBIT)-P

- Standard 1.11. The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- Standard 1.12. The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.
- Standard 1.13. The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.
- Standard 1.14. The educator shall not assist another educator, school employee, contractor, or agent in obtaining a new job as an educator or in a school, apart from the routine transmission of administrative and personnel files, if the educator knows or has probable cause to believe that such person engaged in sexual misconduct regarding a minor or student in violation of the law.
- 2. Ethical Conduct Toward Professional Colleagues
  - Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
  - Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.
  - Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
  - Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
  - Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.
  - Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
  - Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.
- 3. Ethical Conduct Toward Students
  - Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
  - Standard 3.2. The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

DATE ISSUED: 2/14/2017 UPDATE 107 DH(EXHIBIT)-P

Standard 3.3. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9. The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, e-mail, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- a. The nature, purpose, timing, and amount of the communication;
- b. The subject matter of the communication;
- Whether the communication was made openly or the educator attempted to conceal the communication;
- d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- e. Whether the communication was sexually explicit; and
- f. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

19 TAC 247.2

DATE ISSUED: 2/14/2017 UPDATE 107 DH(EXHIBIT)-P

## CURRENT

ATTENDANCE COMPULSORY ATTENDANCE

FEA (LOCAL)

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

#### **EXCUSED ABSENCES**

In addition to excused absences required by law, the District shall excuse absences for the following purposes.

## HIGHER EDUCATION VISITS

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.

## EARLY VOTING OR ELECTION CLERK

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.

[For extracurricular activity absences, see FM.]

## WITHDRAWAL FOR NONATTENDANCE

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

- The student has been absent ten consecutive school days;
   and
- 2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

## STUDENTS IN HOMESCHOOLS

When the District becomes aware that a student is being or will be homeschooled, the Superintendent or designee may request in writing a letter of notification from the parents of their intention to homeschool using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

If the parents refuse to submit a letter of notification or if the District has evidence that the school-age child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

DATE ISSUED: 10/20/2015

UPDATE 103 FEA(LOCAL)-A ADOPTED:

#### REVISED

Lamar CISD 079901

ATTENDANCE COMPULSORY ATTENDANCE FEA (LOCAL)

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

**EXCUSED ABSENCES** 

In addition to excused absences required by law, the District shall excuse absences for the following purposes.

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[For extracurricular activity absences, see FM.]

WITHDRAWAL FOR NONATTENDANCE

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- 1. The student has been absent ten consecutive school days; and
- 2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

STUDENTS
ATTENDINGIN
HOMESCHOOLS

Students who are When the District becomes aware that a student is being or will be homeschooled are exempt from the compulsory attendance law to , the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parentSuperintendent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The Districtdesignee may request from a parent or guardianin writing a letter of assurance that a child is being educated notification from the parents of their intention to homeschool using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

DATE ISSUED: 2/14/201710/20/2015

UPDATE 107403 FEA(LOCAL)-A ADOPTED:

Lamar CISD 079901

ATTENDANCE COMPULSORY ATTENDANCE

FEA (LOCAL)

ENFORCING COMPULSORY ATTENDANCE If a parent or guardian refuses the parents refuse to submit a requested statement or letter, of notification or if the District has evidence that athe school-agedage child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

DATE ISSUED: 2/14/201710/20/2015 ADOPTED: ADOPTED UPDATE 107103 ÷

FEA(LOCAL)-A

Lamar CISD 079901

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA (LOCAL)

**WELLNESS** 

The District shall follow nutrition guidelines that advance student health and reduce childhood obesity and shall promote the general wellness of all students through nutrition education, physical activity, and other school-based activities.

DEVELOPMENT OF GUIDELINES AND GOALS The District shall develop nutrition guidelines and wellness goals in consultation with the local school health advisory council and with involvement from representatives of the student body, school food service, school administration, the Board, parents, and the public. [See BDF and EHAA]

NUTRITION GUIDELINES The District shall ensure that nutrition guidelines for reimbursable school meals shall be at least as restrictive as federal regulations and guidance and that all foods available on each campus are in accordance with the Texas Public School Nutrition Policy, which guides the efforts promoting school health and reducing childhood obesity by providing specific guidelines on availability and sale of foods of minimal nutritional value (FMNV), competition foods, as well as portion size limitation on certain items. [See CO]

The District shall also strictly adhere to the federal guidelines for school meals, which require less than 30 percent total calories from fat; less than ten percent saturated fat; and one-third of the recommended daily allowance for specific nutrients provided for the school breakfast program.

The District shall use the appropriate evaluation instruments from the District's selected coordinated health program to ensure that all participating campuses meet this policy. Each campus shall designate a person for this responsibility.

In addition to legal requirements, the District shall:

- 1. Encourage the use of healthy food and beverages at classroom parties or school celebrations [see CO];
- 2. Discourage the use of food as a reward in the classroom; and
- Encourage the inclusion of healthy food and beverage options at concessions at school-related events outside of the school day.

WELLNESS GOALS

NUTRITION

EDUCATION

The District shall implement, in accordance with law, a coordinated health program with a nutrition education component [see EHAB and EHAC] and shall use health course curriculum that emphasizes the importance of proper nutrition [see EHAA].

In addition, the District establishes the following goals for nutrition education:

DATE ISSUED: 11/2/2007

LDU 2007.02 FFA(LOCAL)-X

# STUDENT WELFARE WELLNESS AND HEALTH SERVICES

FFA (LOCAL)

- 1. The District will maintain a school health advisory council as mandated by Texas Education Code 28.004, Senate Bill 19. In addition to other duties, the school health advisory council will develop, monitor, review, and as necessary, recommend revisions of this policy to the Board and/or Superintendent. The council shall serve as a resource to the District in the implementation of this policy.
- 2. Nutrition education will be integrated in core curriculum areas, such as mathematics, science, social studies, and language arts.
- 3. Activities will be included in the curriculum that will encourage student involvement, decision making, and life-long health choices.
- 4. Learning objectives that are progressive and measurable will be included in the curriculum for each grade.
- 5. Staff responsible for nutrition education will be adequately prepared and will participate in professional development activities to effectively deliver the program as planned.
- 6. The food service staff, teachers, and other school personnel will coordinate the promotion of nutrition messages in the cafeteria, the classroom, and other appropriate settings.
- Nutrition information will be shared with families and the general public to positively influence the health of students and community members.

#### PHYSICAL ACTIVITY

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades [see EHAB and EHAC].

In addition, the District establishes the following goals for physical activity:

- 1. Students will be encouraged to be physically active outside of school through clubs and organized sports.
- 2. Nutrition curriculum will be integrated into a health classroom environment when practical.
- 3. The law requiring students in kindergarten through grade 8 to engage in a minimum of 30 minutes of physical activity a day or 135 weekly minutes will be upheld. In grades 6 through 8, students will participate in moderate to vigorous physical activity for at least four semesters during those grade levels. In

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## STUDENT WELFARE WELLNESS AND HEALTH SERVICES

FFA (LOCAL)

- the case of block scheduling, students may participate for at least 225 minutes during each two-week period.
- Because the District realizes the importance of daily recess for elementary children, structured recess will not be withheld from students for any reason if the required 135 minutes of physical activity is not being met.
- 5. An environment that fosters safe and enjoyable fitness activities for all students, including those who are not participating in competitive sports, will be offered.
- 6. Moderate to vigorous activity in physical education classes will be emphasized.
- 7. Enjoyable, life-long physical activity for staff and students will be promoted.

## SCHOOL-BASED ACTIVITIES

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to express a consistent wellness message through other school-based activities:

- 1. School and community members will be encouraged to participate in health-related activities.
- Each campus will provide a healthy learning environment for all students.
- Each campus will encourage parents, teachers, school administrators, students, food service professional, and community members to serve as role models in practicing healthy eating and being physically active, both in school and at home.
- 4. Each campus will encourage activities, incorporating the community and families, that promote student wellness, healthy habits and a healthier school environment.
- 5. Time will be allowed for students to eat meals in lunchroom facilities that are clean and safe.

## **IMPLEMENTATION**

The executive directors of elementary and secondary education shall oversee the implementation of this policy and shall develop administrative procedures for periodically measuring the implementation of the wellness policy.

DATE ISSUED: 11/2/2007

LDU 2007.02 FFA(LOCAL)-X ADOPTED:

## **REVISED**

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA (LOCAL)

### **WELLNESS**

The District shall follow nutrition guidelines that advance student health and reduce childhood obesity and shall promote the general wellness of all students through nutrition education, physical activity, and other school-based activities. Shall support the Whole School, Whole Community, Whole Child (WSCC) model for all LCISD Students by implementing a district wide wellness program which includes nutrition education, promoting physical activity and providing school based activities which encourage lifelong health practices.

DEVELOPMENT OF GUIDELINES AND GOALS The District shall develop nutrition guidelines and wellness goals in consultation with the local school health advisory council and with involvement from representatives of the student body, school food service, school administration, the Board, parents, and the public. [See BDF and EHAA]

The local school health advisory council (SHAC), on behalf of the district, shall review and consider evidence-based strategies and techniques and develop nutrition guidelines and wellness goals as required by law. The SHAC will collect data on District wellness priorities, objectives and activities on an annual basis for presentation to the Board. [See BDF]

NUTRITION
GUIDELINES
WELLNESS PLAN

The District shall ensure that nutrition guidelines for reimbursable school meals shall be at least as restrictive as federal regulations and guidance and that all foods available on each campus are in accordance with the Texas Public School Nutrition Policy, which guides the efforts promoting school health and reducing childhood obesity by providing specific guidelines on availability and sale of foods of minimal nutritional value (FMNV), competition foods, as well as portion size limitation on certain items. [See CO]

The District shall also strictly adhere to the federal guidelines for school meals, which require less than 30 percent total calories from fat; less than ten percent saturated fat; and one-third of the recommended daily allowance for specific nutrients provided for the school breakfast program.

The District shall use the appropriate evaluation instruments from the District's selected coordinated health program to ensure that all participating campuses meet this policy. Each campus shall designate a person for this responsibility.

In addition to legal requirements, the District shall:

 Encourage the use of healthy food and beverages at classroom parties or school celebrations [see CO];

DATE ISSUED: 11/2/2007

LDU 2007.02 FFA(LOCAL)-X

## STUDENT WELFARE WELLNESS AND HEALTH SERVICES

FFA (LOCAL)

- 2. Discourage the use of food as a reward in the classroom; and
- Encourage the inclusion of healthy food and beverage options at concessions at school-related events outside of the school day.

The SHAC shall develop a wellness plan to implement the District's nutrition guidelines and wellness goals. The wellness plan shall, at a minimum, address:

- 1. Strategies for soliciting involvement by and input from persons interested in the wellness plan and policy;
- 2. Objectives, benchmarks, and activities for implementing LCISD Wellness goals;
- 3. Methods for measuring the implementation of the wellness goals;
- 4. Approaches for reviewing and reinforcing the District's standards for nutrition and food service:
- 5. Methods of communicating applicable information regarding the wellness plan to members of the public.

The SHAC shall review and revise the plan on a regular basis and recommend revisions to the wellness policy when necessary.

## **WELLNESS GOALS**

NUTRITION
EDUCATION
GUIDLEINES

The District shall implement, in accordance with law, a coordinated health program with a nutrition education component [see EHAB and EHAC] and shall use health-course-curriculum that emphasizes the importance of proper nutrition [see EHAA].

In addition, the District establishes the following goals for nutrition education:

- 1. The District shall establish standards for all foods and beverages provided, but not sold, to students during the school day. These standards shall be addressed in the District's wellness plan.
- The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings.
- 3. The District shall share educational nutrition information with families and the general public to promote healthy nutrition choices and positively influence the health of students.

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- 4. The District shall integrate nutrition education into physical education classes, health classes and other curriculum, as appropriate.
- 5. Staff responsible for nutrition education will be adequately prepared and will participate in professional development activities to effectively deliver nutrition education as planned.
- 6. The District shall allow suitable time for students to eat meals in cafeteria facilities that are clean, safe and comfortable.
- 7. The District will maintain a school health advisory council as mandated by Texas Education Code 28.004, Senate Bill 19. In addition to other duties, the SHAC will develop, monitor, review, and as necessary, recommend revisions of this policy to the Board and/or Superintendent. The council shall serve as a resource to the District in the implementation of this policy.
- Nutrition education will be integrated in core curriculum areas, such as mathematics, science, social studies, and language arts.
- Learning objectives that are progressive and measurable will be included in the curriculum for each grade.
- Staff responsible for nutrition education will be adequately prepared and will participate in professional development activities to effectively deliver the program as planned.
- The food service staff, teachers, and other school personnel will coordinate the promotion of nutrition messages in the cafeteria, the classroom, and other appropriate settings.
- Nutrition information will be shared with families and the general public to positively influence the health of students and community members.

### PHYSICAL ACTIVITY

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades [see EHAB and EHAC].

In addition, the District establishes the following goals for physical activity:

1. The District shall provide an environment that fosters safe, enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.

DATE ISSUED: 11/2/2007

LDU 2007.02 FFA(LOCAL)-X

## STUDENT WELFARE WELLNESS AND HEALTH SERVICES

FFA (LOCAL)

- 2. The District shall encourage parents to support their children's participation, to be active role models, and to include physical activity in family events.
- Because the District realizes the importance of daily physical activity for elementary age children, recess will be used to supplement the mandatory physical education component of the curriculum.
- 4. It is recommended that a designated unstructured recess period be included for grades K 5 each day when safe and appropriate.
- 5. Physical education classes should provide a diverse program offering that encourages moderate to vigorous activity and life-long physical fitness.
- Students will be encouraged to be physically active outside of school through clubs and organized sports.
- Nutrition curriculum will be integrated into a health classroom environment when practical.
- 8. The law requiring students in kindergarten through grade 8 to engage in a minimum of 30 minutes of physical activity a day or 135 weekly minutes will be upheld. In grades 6 through 8, students will participate in moderate to vigorous physical activity for at least four semesters during those grade levels. In the case of block scheduling, students may participate for at least 225 minutes during each two-week period.
- Because the District realizes the importance of daily recess for elementary children, structured recess will not be withheld from students for any reason if the required 135 minutes of physical activity is not being met.
- An environment that fosters safe and enjoyable fitness activities for all students, including those who are not participating in competitive sports, will be offered.
- Moderate to vigorous activity in physical education classes will be emphasized.
- Enjoyable, life-long physical activity for staff and students will be promoted.

SCHOOL-BASED ACTIVITIES

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to express a consistent wellness message through other school-based activities:

DATE ISSUED: 11/2/2007

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## STUDENT WELFARE WELLNESS AND HEALTH SERVICES

FFA (LOCAL)

- The District shall promote wellness for students and their families at various campus and district functions through the year.
- The District shall promote employee wellness through various activities and through involvement in a variety of district and campus events.
- Curriculum resources that include activities and lessons related to positive decision making, life-long health choices and healthy relationship building will be presented for consideration to be used as a supplement to our current health curriculum.
- 4. Each campus will designate a staff member to serve as a Campus Wellness Coordinator to ensure district wide involvement in the wellness plan and participation with regard to district initiatives.
- School and community members will be encouraged to participate in health-related activities.
- Each campus will provide a healthy learning environment for all students.
- 7. Each campus will encourage parents, teachers, school administrators, students, food service professional, and community members to serve as role models in practicing healthy eating and being physically active, both in school and at home.
- Each campus will encourage activities, incorporating the community and families, that promote student wellness, healthy habits and a healthier school environment.
- 9. Time will be allowed for students to eat meals in lunchroom facilities that are clean and safe.

### **IMPLEMENTATION**

The Athletic Director, with assistance from other key staff in LCISD, will oversee the implementation of this policy, the wellness plan and appropriate administrative procedures.

The executive directors of elementary and secondary education shall oversee the implementation of this policy and shall develop administrative procedures for periodically measuring the implementation of the wellness policy.

#### **EVALUATION**

The District shall comply with federal requirements for evaluating this policy and the wellness plan.

DATE ISSUED: 11/2/2007

LDU 2007.02 FFA(LOCAL)-X

## STUDENT WELFARE WELLNESS AND HEALTH SERVICES

FFA (LOCAL)

PUBLIC NOTIFICATION The District shall annually inform and update the public about the

content and implementation of the wellness policy, including post-

ing the wellness plan on the district website.

RECORDS RETENTION The District shall retain all the required records associated with the

wellness policy, in accordance with lay and the Distrcit's records

management program. [See CPC and FFA(LEGAL)]

DATE ISSUED: 11/2/2007

LDU 2007.02 FFA(LOCAL)-X ADOPTED:

GIFTS AND SOLICITATIONS

FJ (LOCAL)

## ALL FUND-RAISING ACTIVITIES

All requests for approval of money-making activities shall be submitted in writing to the principal for initial approval. All fund-raising requests approved by the campus principal shall be forwarded to the Superintendent or designee for final approval.

Student participation in approved fund-raising activities shall not interfere with the regular instructional program [see EMH]. Funds raised shall be received, deposited, and disbursed in accordance with the terms of this policy and the Accounting Procedures Manual for Student Activity Funds.

Each principal is responsible for all money-making activities conducted or sponsored in any manner by school classes, clubs, organizations, faculty, and affiliated parent groups in his or her school. [See CFD(LOCAL)]

Each student group/organization on a school campus, as well as organizations exempted from sales tax based on their IRS Section 501(c)(3) status, may hold two one-day, tax-free sales each calendar year. During each one-day sale, the organization does not need to collect sales tax. For purposes of the exemption, one day is counted as 24 consecutive hours.

All fund-raising using outside vendors, such as brochure or catalog sales, shall be conducted through vendors who are listed on the District Approved Fund-Raising Vendor List. This list is maintained and distributed by the District purchasing office. [See also GE]

## SALES CALLS

Fund-raising vendors are not permitted to "cold call" on District schools or departments. Vendors may register with the District through the purchasing office. There is an annual Fund-Raising Vendor Fair held in the District where vendors may display their programs. All campus and District organizations are invited to attend the fair. Schools and organizations shall contact vendors on the Approved Fund-Raising Vendor List for an appointment if interested in a specific program.

## LIMITS ON FUND-RAISING ACTIVITIES

Students shall not participate in any door-to-door sales solicitations.

No coercion shall be exercised in any fund-raising activities. No student or teacher shall be required to raise any particular amount of money or to sell any minimum number of fund-raising items, i.e., tickets, as a condition of participating in any required school activity.

Affiliated parent organizations at elementary schools may conduct no more than two major fund-raisers using outside fund-raising vendors each year. These fund-raisers are limited to one per semester (fall and spring) and do not include book fairs.

**DATE ISSUED: 8/16/2004** 

LDU-33-04 FJ(LOCAL)-X

## GIFTS AND SOLICITATIONS

FJ (LOCAL)

SCHOOL-SPONSORED **FUND-RAISING** 

All monies received from school-sponsored money-making activities must be deposited in the school's activity account. Accounting for these funds must be done in accordance with the Accounting Procedures Manual for Student Activity Funds.

AFFILIATED PARENT GROUPS

All affiliated parent groups must establish a separate bank account. maintain an accurate bookkeeping system, and submit quarterly balance sheets and an annual financial report to the principal for information purposes only. Parent-affiliated organizations are responsible for all expenses incurred by a fund-raising project, i.e., printing, merchandise, sales incentives, and the like.

BY OUTSIDE **ORGANIZATIONS**  No outside organizations, commercial enterprises, or individuals may solicit contributions from students within the school.

LOSS OF CLASS TIME

The collection of monies that takes the time of students or teachers during school hours is strictly forbidden, unless the monies collected represent payment for school lunches, monies that will benefit the school or its students, or other authorized fees.

GIFTS TO STAFF MEMBERS

Students, parents, and other patrons of the District shall be discouraged from the routine presentation of gifts to District employees. When a student feels a spontaneous desire to present a gift to a staff member, he or she shall be encouraged instead to write a

letter expressing gratitude or appreciation.

DATE ISSUED: 8/16/2004

LDU-33-04 FJ(LOCAL)-X ADOPTED:

### STUDENT FUNDRAISING GIFTS AND SOLICITATIONS

FJ (LOCAL)

ADMINISTRATIVE
REGULATIONS SHALL
ADDRESS STUDENT
FUNDRAISING PLANS,
ALL FUND-RAISING
ACTIVITIES

All requests for approval of fundraising money-making activities, and any required reporting on fundraisers by campus administrators.

With at least one employee managing each project, students representing their school or the District may participate in approved fundraising to benefit the District or a nonschool, charitable organization. Participation shall be voluntary and submitted in writing to the principal for initial approval. All fund raising requests approved by the campus principal shall be approved only when the fundraising activity relates to the District's educational mission. forwarded to the Superintendent or designee for final approval.

Fundraising shall not be permitted during class time. [See EC]

Fundraising through sales of foods and beverages that could be consumed during the school day shall meet the requirements for competitive foods unless the District allows an exception from the competitive food requirement, as permitted by state and federal law. [See CO and FFA]Student participation in approved fund-raising activities shall not interfere with the regular instructional program [see EMH]. Funds raised shall be received, deposited, and disbursed in accordance with the terms of this policy and the Accounting Procedures Manual for Student Activity Funds.

Each principal is responsible for all money-making activities conducted or sponsored in any manner by school classes, clubs, organizations, faculty, and affiliated parent groups in his or her school. [See CFD(LOCAL)]

Each student group/organization on a school campus, as well as organizations exempted from sales tax based on their IRS Section 501(c)(3) status, may hold two one-day, tax free sales each calendar year. During each one-day sale, the organization does not need to collect sales tax. For purposes of the exemption, one day is counted as 24 consecutive hours.

All fund-raising using outside vendors, such as brochure or catalog sales, shall be conducted through vendors who are listed on the District Approved Fund-Raising Vendor List. This list is maintained and distributed by the District purchasing office. [See also GE]

SALES CALLS

Fund-raising vendors are not permitted to "cold-call" on District schools or departments. Vendors may register with the District through the purchasing office. There is an annual Fund-Raising Vendor Fair held in the District where vendors may display their

DATE ISSUED: 2/14/20178/16/2004

**UPDATE 107LDU 33-04** 

FJ(LOCAL)-AX

### STUDENT FUNDRAISING CIFTS AND SOLICITATIONS

FJ (LOCAL)

programs. All campus and District organizations are invited to attend the fair. Schools and organizations shall contact vendors on the Approved Fund-Raising Vendor List for an appointment if interested in a specific program.

LIMITS ON FUND-RAISING ACTIVITIES Students shall not participate in any door to door sales solicitations

No coercion shall be exercised in any fund-raising activities. No student or teacher shall be required to raise any particular amount of money or to sell any minimum number of fund-raising items, i.e., tickets, as a condition of participating in any required school activity.

Affiliated parent organizations at elementary schools may conduct no more than two major fund-raisers using outside fund-raising vendors each year. These fund-raisers are limited to one per semester (fall and spring) and do not include book fairs.

SCHOOL-SPONSORED FUND-RAISING All monies received from school-sponsored money-making activities must be deposited in the school's activity account. Accounting for these funds must be done in accordance with the Accounting Procedures Manual for Student Activity Funds.

AFFILIATED PARENT GROUPS

All affiliated parent groups must establish a separate bank account, maintain an accurate bookkeeping system, and submit quarterly balance sheets and an annual financial report to the principal for information purposes only. Parent-affiliated organizations are responsible for all expenses incurred by a fund raising project, i.e., printing, merchandise, sales incentives, and the like.

BY OUTSIDE ORGANIZATIONS

No outside organizations, commercial enterprises, or individuals may solicit contributions from students within the school.

LOSS OF CLASS TIME

The collection of monies that takes the time of students or teachers during school hours is strictly forbidden, unless the monies collected represent payment for school lunches, monies that will benefit the school or its students, or other authorized fees.

GIFTS TO STAFF MEMBERS

Students, parents, and other patrons of the District shall be discouraged from the routine presentation of gifts to District employees. When a student feels a spontaneous desire to present a gift to a staff member, he or she shall be encouraged instead to write a letter expressing gratitude or appreciation.

DATE ISSUED: 2/14/20178/16/2004

**UPDATE 107LDU-33-04** 

FJ(LOCAL)-AX

ADOPTED:

CURRENT

## **RELATIONS WITH PARENT ORGANIZATIONS**

GE (LOCAL)

District-affiliated school-support or booster organizations shall organize and function in a way that is consistent with the District's philosophy and objectives, within adopted Board policies, in accordance with applicable UIL guidelines and financial and audit regulations. [See also CFD]

USE OF DISTRICT FACILITIES

District-affiliated school-support or booster organizations may use District facilities with prior approval of the appropriate administrator. Other parent groups may use District facilities in accordance with policy GKD.

PURCHASES FOR THE SCHOOL

Before parent groups or other groups working with the school purchase equipment for the schools, including computer hardware and software, they shall notify the principal of their plans. The principal shall consult with the business office to determine the type or brand of equipment to buy to ensure compatibility with current District equipment and shall obtain the Superintendent's approval.

DATE ISSUED: 7/22/2004

UPDATE 73 GE(LOCAL)-X ADOPTED:

## REVISED

Lamar CISD 079901

**RELATIONS WITH PARENT ORGANIZATIONS** 

GE (LOCAL)

District-affiliated school-support organizations and or-booster organizations, and other parent groups, shall organize, fundraise or solicit donations, and function in a way that is consistent with the District's philosophy and objectives, within adopted Board policies, District administrative regulations, in accordance with applicable UIL or other governing association guidelines, and financial and audit regulations. [See also CDC and CFCCFD]

Before engaging in fundraising or soliciting gifts, an organization or group shall notify the principal or other appropriate administrator identified in administrative regulations. [See CDC(LOCAL) for District acceptance of gifts and solicitations]

USE OF DISTRICT FACILITIES

District-affiliated school-support or booster organizations may use District facilities with prior approval of the appropriate administrator. Other parent groups may use District facilities in accordance with policy GKD.

PURCHASES FOR THE SCHOOL

Before parent groups or other groups working with the school purchase equipment for the schools, including computer hardware and software, they shall notify the principal of their plans. The principal shall consult with the business office to determine the type or brand of equipment to buy to ensure compatibility with current District equipment and shall obtain the Superintendent's approval.

DATE ISSUED: 2/14/20177/22/2004

UPDATE 10773 GE(LOCAL)-AX ADOPTED:

## **CURRENT**

PERFORMANCE APPRAISAL EVALUATION OF TEACHERS

DNA (LOCAL)

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

ANNUAL APPRAISAL

District teachers shall be appraised annually.

**EXCEPTION** 

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

LESS-THAN-ANNUAL

**ELIGIBILITY** 

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

- 1. Be employed on an educator term contract;
- 2. Have served at the current campus for at least one year; and
- 3. Agree in writing to the frequency of the appraisal in accordance with law.

FREQUENCY

Eligible teachers shall be appraised every three years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

ANNUAL REVIEW PROCESS

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

DATE ISSUED: 8/18/2016

LDU 2016.03 DNA(LOCAL)-X ADOPTED:

## **REVISED**

## PERFORMANCE APPRAISAL EVALUATION OF TEACHERS

DNA (LOCAL)

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

ANNUAL APPRAISAL

District teachers shall be appraised annually.

**EXCEPTION** 

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

LESS-THAN-ANNUAL In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

**ELIGIBILITY** 

- 1. Be employed on an educator term contract;
- 2. Have served at the current campus for at least one year; and
- 3. Agree in writing to the frequency of the appraisal in accordance with law.

**FREQUENCY** 

Eligible teachers shall be appraised every three years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

WALK THROUGHS For a year in which a complete appraisal is not scheduled, the administrator shall complete a minimum of six walk-throughs and provide the teacher with the copy of the documentation on each walk through.

During a year in which a complete appraisal is scheduled, the administrator shall complete a minimum of three walk-throughs and provide the teacher with the copy of the documentation on each walk through.

ANNUAL REVIEW PROCESS

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

DATE ISSUED: 8/18/2016

LDU 2016.03 DNA(LOCAL)-X

PERFORMANCE APPRAISAL EVALUATION OF TEACHERS

DNA (LOCAL)

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

DATE ISSUED: 8/18/2016 LDU 2016.03 DNA(LOCAL)-X ADOPTED:

## CURRENT

**ADMISSIONS** 

FD (LOCAL)

PERSONS AGE 21 AND OVER The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

REGISTRATION FORMS

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

PROOF OF RESIDENCY

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

MINOR LIVING APART

PERSON STANDING IN PARENTAL RELATION A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

**MISCONDUCT** 

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

**EXCEPTIONS** 

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

EXTRACURRICULAR ACTIVITIES

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

NONRESIDENT STUDENT IN GRANDPARENT'S AFTER-SCHOOL CARE The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

"ACCREDITED" DEFINED For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

DATE ISSUED: 2/14/2016

UPDATE 104 FD(LOCAL)-A

#### **ADMISSIONS**

FD (LOCAL)

## GRADE-LEVEL PLACEMENT

ACCREDITED SCHOOLS

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

## NONACCREDITED SCHOOLS

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

- 1. Scores on achievement tests, which may be administered by appropriate District personnel.
- 2. Recommendation of the sending school.
- 3. Prior academic record.
- 4. Chronological age and social and emotional development of the student.
- 5. Other criteria deemed appropriate by the principal.

## TRANSFER OF CREDIT

ACCREDITED TEXAS PUBLIC SCHOOLS Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

OTHER
ACCREDITED OR
NONACCREDITED
SCHOOLS

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. [See EI]

## WITHDRAWAL

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

DATE ISSUED: 2/14/2016

UPDATE 104 FD(LOCAL)-A ADOPTED:

**REVISED** 

**ADMISSIONS** 

FD (LOCAL)

PERSONS AGE 21 AND OVER The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

REGISTRATION FORMS

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

PROOF OF RESIDENCY

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

MINOR LIVING APART

PERSON STANDING IN PARENTAL RELATION A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

**MISCONDUCT** 

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

**EXCEPTIONS** 

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

EXTRACURRICULAR ACTIVITIES

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

NONRESIDENT STUDENT IN GRANDPARENT'S AFTER-SCHOOL CARE The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

FOREIGN EXCHANGE STUDENTS

The number of foreign exchange students accepted by each District high school shall be limited to five per campus, in accordance with the TEA waiver process. Due to limitations on space and instructional personnel, exceptions may not be granted.

DATE ISSUED: 2/14/2016

UPDATE 104 FD(LOCAL)-A

## **ADMISSIONS**

FD (LOCAL)

#### CONSIDERATION

In order to be considered for District enrollment, prospective foreign exchange students and their sponsoring host agents must provide all requested records no later than June 1 for fall semester or academic year enrollment, or October 1 for spring semester enrollment. Records include, but are not limited to:

- Official confirmation of participation in a foreign exchange educational program, agency, or organization.
- Transcripts and educational records.
- Birth certificates, travel visas, etc. with documentation that the student is at least 16 years of age or older.

Foreign exchange student enrollment shall be considered on a first come, first served basis. Once a District high school campus has admitted five foreign exchange students, the campus will be considered as closed for further foreign exchange student enrollment until space is once again available.

If the nearest zoned District high school closes enrollment, the student and sponsoring host agents may seek enrollment in another District high school that has space available. However, the student and sponsoring host agent will assume responsibility for transporting the student to and from campus.

## **ENROLLMENT**

Once approved for enrollment, foreign exchange students and their sponsoring host agents are subject to all District rules, regulations and policies.

## NON-AFFLIATED STUDENTS

Students who are not affiliated with a foreign exchange or educational program, agency, or organization, but who are temporarily living with a host family shall be subject to the same requirements as students who are affiliated with foreign exchange or educational program, agency, or organization.

## "ACCREDITED" DEFINED

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

## GRADE-LEVEL PLACEMENT

ACCREDITED SCHOOLS

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. Based on these observations and results of tests that may be administered

**DATE ISSUED: 2/14/2016** 

UPDATE 104 FD(LOCAL)-A

#### **ADMISSIONS**

FD (LOCAL)

by appropriate District personnel, the principal shall determine the final grade placement.

## NONACCREDITED SCHOOLS

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

- 1. Scores on achievement tests, which may be administered by appropriate District personnel.
- 2. Recommendation of the sending school.
- 3. Prior academic record.
- 4. Chronological age and social and emotional development of the student.
- 5. Other criteria deemed appropriate by the principal.

#### TRANSFER OF CREDIT

ACCREDITED TEXAS PUBLIC SCHOOLS Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

OTHER
ACCREDITED OR
NONACCREDITED
SCHOOLS

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. [See EI]

### WITHDRAWAL

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

DATE ISSUED: 2/14/2016

UPDATE 104 FD(LOCAL)-A ADOPTED:

## CURRENT

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD (LOCAL)

#### SCOPE OF USE

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage school property or to any group that is known to have damaged District property or other rented property.

#### Note:

See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and schoolrelated activities: FM
- Use by noncurriculum-related student groups:
   FNAB
- Use by District-affiliated school-support organizations: GE

## NONPROFIT FUND-RAISING

The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

### FOR-PROFIT USE

The District shall not permit individuals or for-profit organizations to use its facilities for financial gain; however, the District shall permit private academic instruction, as well as public performances, recitals, or presentations so long as no admission fee is charged, when these activities do not conflict with school use or with this policy.

## CAMPAIGN-RELATED USE

Except to the extent a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.

#### **SCHEDULING**

Requests for nonschool use of District facilities shall be considered in the following order:

- Academic and extracurricular activities sponsored by the District. [See FM]
- 2. School and District support organizations.
- Organizations sponsoring educational meetings, lectures, performances and the like, so long as no admission fee is charged.
- 4. All other organizations shall be considered on a first come, first served basis.

DATE ISSUED: 9/14/2012

LDU 2012.04 GKD(LOCAL)-X

## COMMUNITY RELATIONS NONSCHOOL USE OF SCHOOL FACILITIES

GKD (LOCAL)

The Superintendent shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity.

APPROVAL OF USE

The campus principal is authorized to give initial approval for use of facilities on a school campus. The athletic director is authorized to give initial approval for use of District athletic facilities. The administrator for operations is authorized to give final approval for use of all District facilities.

**EXCEPTION** 

No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.

EMERGENCY USE

In case of emergencies or disasters, the Superintendent may authorize the use of school facilities by civil defense, health, or emergency service authorities.

FACILITIES NOT AVAILABLE

New buildings or additions are not available for use until they have been accepted and occupied for school purposes.

USE CAFETERIAS AND KITCHENS

Use of cafeterias with kitchens shall require the employed services of a food service employee at an hourly rate.

USE OF AUDITORIUMS AND THE NATATORIUM

Use of the District's auditoriums may require a light/sound crew as per the fee schedule.

No refreshments shall be allowed in the Herndon Auditorium or George Junior High School Forum. Any organization requesting use of these facilities shall be held responsible.

Use of the Natatorium shall require the employment of water safety personnel as deemed necessary by the District.

**USE AGREEMENT** 

Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.

**FEES FOR USE** 

Nonschool users shall be charged a fee for the use of designated facilities.

Rental fees shall be for the period of time the facility is being utilized by the group/organization including set-up and take-down time if there is additional cost to the District.

DATE ISSUED: 9/14/2012

LDU 2012.04 GKD(LOCAL)-X

## COMMUNITY RELATIONS NONSCHOOL USE OF SCHOOL FACILITIES

GKD (LOCAL)

The Board shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.

## **EXCEPTIONS**

Fees shall not be charged for nonschool uses when:

- School buildings are used as polling places for public elections, for precinct and county conventions, or for public meetings sponsored by state or local governmental agencies.
- Use is by District employee professional organizations. [See DGA]
- The primary participants are school-aged children and only a limited area of the building is involved so that no extra fees for custodial services are required. When extra custodial service is required for such meetings, the District shall collect a fee sufficient to pay the wages of same.

Exemption of rental fees may be approved for other civic and community groups on the basis of similar charges/conditions for similar organizations/purposes.

#### SECURITY

The District may require a group/organization to employ supervisory and/or security personnel as deemed necessary by the District.

#### RELEASE OF LIABILITY

Organizations or individuals using school facilities shall release the District from liability for personal injury and/or damages to personal property.

#### REQUIRED CONDUCT

Persons or groups using school facilities shall:

- Designate one adult member of the group to be in charge of and responsible for the program or activity.
- Conduct business in an orderly manner.
- Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property. [See GKA]
- Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

DATE ISSUED: 9/14/2012

LDU 2012.04 GKD(LOCAL)-X ADOPTED:

## **REVISED**

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD (LOCAL)

#### SCOPE OF USE

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage school property or to any group that is known to have damaged District property or other rented property.

### Note:

See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and schoolrelated activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

## NONPROFIT FUND-RAISING

The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

### FOR-PROFIT USE

The District shall permit individuals or for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use, with this policy, or with the administrative regulation at GKD.

## CAMPAIGN-RELATED USE

Except to the extent a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.

#### SCHEDULING

Requests for nonschool use of District facilities shall be considered in the following order:

- 1. Academic and extracurricular activities sponsored by the District. [See FM]
- 2. School and District support organizations.
- Organizations sponsoring educational meetings, lectures, performances and the like, so long as no admission fee is charged.
- 4. All other organizations shall be considered on a first come, first served basis.

DATE ISSUED: 9/14/2012

LDU 2012.04 GKD(LOCAL)-X

## COMMUNITY RELATIONS NONSCHOOL USE OF SCHOOL FACILITIES

GKD (LOCAL)

The Superintendent shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity.

APPROVAL OF USE

The campus principal is authorized to give initial approval for use of facilities on a school campus. The athletic director is authorized to give initial approval for use of District athletic facilities. The administrator for operations is authorized to give final approval for use of all District facilities.

**EXCEPTION** 

No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.

EMERGENCY USE

In case of emergencies or disasters, the Superintendent may authorize the use of school facilities by civil defense, health, or emergency service authorities.

FACILITIES NOT AVAILABLE

New buildings or additions are not available for use until they have been accepted and occupied for school purposes.

USE CAFETERIAS AND KITCHENS

Use of cafeterias with kitchens shall require the employed services of a food service employee at an hourly rate.

USE OF AUDITORIUMS AND THE NATATORIUM

Use of the District's auditoriums may require a light/sound crew as per the fee schedule.

No refreshments shall be allowed in the Herndon Auditorium or George Junior High School Forum. Any organization requesting use of these facilities shall be held responsible.

No refreshments shall be allowed in the District's auditoriums. Any organization requesting use of these facilities shall be held responsible.

Use of the Natatorium shall require the employment of water safety personnel as deemed necessary by the District.

**USE AGREEMENT** 

Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.

FEES FOR USE

Nonschool users shall be charged a fee for the use of designated facilities.

DATE ISSUED: 9/14/2012

LDU 2012.04 GKD(LOCAL)-X

## COMMUNITY RELATIONS NONSCHOOL USE OF SCHOOL FACILITIES

GKD (LOCAL)

Rental fees shall be for the period of time the facility is being utilized by the group/organization including set-up and take-down time if there is additional cost to the District.

The Board shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.

#### **EXCEPTIONS**

Fees shall not be charged for nonschool uses when:

- School buildings are used as polling places for public elections, for precinct and county conventions, or for public meetings sponsored by state or local governmental agencies.
- Use is by District employee professional organizations. [See DGA]
- The primary participants are school-aged children and a student participation fee is not assessed. And, the activity is limited to a specific area of the building so that no extra fees for custodial services are required. When extra custodial service is required for such meetings, the District shall collect a fee sufficient to pay the wages of same.

Exemption of rental fees may be approved for other civic and community groups on the basis of similar charges/conditions for similar organizations/purposes.

## **SECURITY**

The District may require a group/organization to employ supervisory and/or security personnel as deemed necessary by the District.

#### RELEASE OF LIABILITY

Organizations or individuals using school facilities shall release the District from liability for personal injury and/or damages to personal property.

#### REQUIRED CONDUCT

Persons or groups using school facilities shall:

- Designate one adult member of the group to be in charge of and responsible for the program or activity.
- Conduct business in an orderly manner.
- Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property. [See GKA]
- Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

DATE ISSUED: 9/14/2012

LDU 2012.04 GKD(LOCAL)-X

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD (LOCAL)

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

DATE ISSUED: 9/14/2012

LDU 2012.04 GKD(LOCAL)-X ADOPTED:

# INFORMATION ITEM: TAX COLLECTION REPORT (AS OF APRIL 30, 2017)

Exhibit "A"	gives the LCISD collections made during the month of April 30, 2017.
Exhibit "B"	gives the total LCISD collections made this school year from September 1, 2016 through August 31, 2017.
Exhibit "C"	shows the LCISD collections made month-by-month of the 2016-17 roll as compared to prior years. Through April 30, 2017, LCISD had collected 97.5 % of the 2016-17 roll.
Exhibit "D"	shows the total collections made as compared to the amount that was budgeted for 2016-2017.
Exhibit "E"	shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

35,498.89

## Lamar Consolidated ISD Tax Collections April 2017

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		
16	\$ 1,173,091.90	\$	116,486.07	\$	10,684.26	\$ 1,300,262.23	\$ 877,719.58	\$	97,840.46	\$	295,372.32	\$	29,329.87		
15	\$ 33,161.09	\$	15,170.98	\$	12,691.75	\$ 61,023.82	\$ 24,811.50	\$	24,042.89	\$	8,349.59	\$	3,819.84		
14	\$ 11,219.70	\$	4,366.02	\$	3,078.89	\$ 18,664.61	\$ 8,394.73	\$	6,345.59	\$	2,824.97	\$	1,099.32		
13	\$ 2,879.23	\$	1,328.54	\$	912.90	\$ 5,120.67	\$ 2,154.27	\$	1,906.92	\$	724.96	\$	334.52		
12	\$ 2,496.91	\$	1,278.18	\$	782.93	\$ 4,558.02	\$ 1,868.19	\$	1,739.28	\$	628.72	\$	321.83		
11	\$ 1,555.03	\$	614.09	\$	337.33	\$ 2,506.45	\$ 1,141.12	\$	787.96	\$	413.91	\$	163.46		
10	\$ 265.36	\$	223.87	\$	97.84	\$ 587.07	\$ 198.37	\$	265.19	\$	66.99	\$	56.52		
09	\$ 1,300.65	\$	1,281.44	\$	516.43	\$ 3,098.52	\$ 1,031.66	\$	1,532.44	\$	268.99	\$	265.43		
08	\$ 130.67	\$	138.85	\$	53.86	\$ 323.38	\$ 111.86	\$	172.69	\$	18.81	\$	20.02		
07	\$ 61.07	\$	73.08	\$	26.83	\$ 160.98	\$ 50.05	\$	86.67	\$	11.02	\$	13.24		
06	\$ 63.43	\$	82.44	\$	29.17	\$ 175.04	\$ 54.65	\$	100.20	\$	8.78	\$	11.41		
05	\$ 64.25	\$	91.26	\$	31.10	\$ 186.61	\$ 54.15	\$	108.00	\$	10.10	\$	14.36		
04	\$ 64.39	\$	99.16	\$	32.64	\$ 196.19	\$ 54.27	\$	116.21	\$	10.12	\$	15.59		
03	\$ 64.42	\$	106.93	\$	25.70	\$ 197.05	\$ 54.15	\$	115.59	\$	10.27	\$	17.04		
02	\$ 54.60	\$	97.19	\$	22.77	\$ 174.56	\$ 54.60	\$	119.96	\$	-	\$	=		
01	\$ 54.60	\$	103.74	\$	23.75	\$ 182.09	\$ 54.60	\$	127.49	\$	-	\$	-		
00	\$ 54.60	\$	110.29	\$	24.73	\$ 189.62	\$ 54.60	\$	135.02	\$	-	\$	-		
99	\$ 55.99	\$	119.90	\$	26.39	\$ 202.28	\$ 55.86	\$	146.00	\$	0.13	\$	0.29		
98	\$ 137.77	\$	315.50	\$	67.99	\$ 521.26	\$ 131.49	\$	369.00	\$	6.28	\$	14.49		
97	\$ 54.60	\$	129.95	\$	27.68	\$ 212.23	\$ 54.60	\$	157.63	\$	-	\$	-		
96 & prior	\$ 132.90	\$	345.77	\$	71.81	\$ 550.48	\$ 132.36	\$	415.92	\$	0.54	\$	1.66		

1,399,093.16 \$

918,236.66 \$

136,631.11 \$

308,726.50 \$

324

Totals \$

1,226,963.16 \$

142,563.25 \$

29,566.75 \$

# 325

#### Lamar Consolidated ISD Tax Collections September 1, 2016-August 31, 2017 (Year-To-Date)

Original Year Tax Adjustments		Adjusted Taxes Tax Paid		Penalty & Interest			Total Payments		Total Taxes 4/30/2017				
16	\$	190,749,742.17	\$ 7,135,920.56	\$ 197,885,662.73	\$	192,953,150.01	\$ 469,029.19	\$	25,903.46	\$	193,448,082.66	\$	4,932,512.72
15	\$	1,461,782.15	\$ (169,166.47)	\$ 1,292,615.68	\$	603,448.19	\$ 159,299.70	\$	169,193.35	\$	931,941.24	\$	689,167.49
14	\$	542,294.32	\$ 70,871.01	\$ 613,165.33	\$	248,111.57	\$ 44,471.20	\$	33,272.76	\$	325,855.53	\$	365,053.76
13	\$	376,208.38	\$ 76,981.30	\$ 453,189.68	\$	169,930.94	\$ 19,403.87	\$	11,449.52	\$	200,784.33	\$	283,258.74
12	\$	351,985.57	\$ 101,515.05	\$ 453,500.62	\$	185,084.29	\$ 16,486.42	\$	9,016.84	\$	210,587.55	\$	268,416.33
11	\$	306,018.43	\$ 90,307.86	\$ 396,326.29	\$	167,961.35	\$ 12,586.42	\$	5,525.06	\$	186,072.83	\$	228,364.94
10	\$	239,335.19	\$ 16,541.88	\$ 255,877.07	\$	72,170.36	\$ 11,153.78	\$	3,734.53	\$	87,058.67	\$	183,706.71
09	\$	180,590.36	\$ (1,388.89)	\$ 179,201.47	\$	21,590.73	\$ 16,939.54	\$	5,407.70	\$	43,937.97	\$	157,610.74
08	\$	166,608.20	\$ (218.20)	\$ 166,390.00	\$	9,194.90	\$ 7,897.80	\$	2,445.40	\$	19,538.10	\$	157,195.10
07	\$	184,194.57	\$ (229.38)	\$ 183,965.19	\$	6,133.06	\$ 5,937.97	\$	1,922.31	\$	13,993.34	\$	177,832.13
06	\$	100,034.63	\$ (120.57)	\$ 99,914.06	\$	10,329.96	\$ 10,931.43	\$	3,053.89	\$	24,315.28	\$	89,584.10
05	\$	136,302.28	\$ (104.07)	\$ 136,198.21	\$	4,363.95	\$ 4,986.31	\$	1,519.71	\$	10,869.97	\$	131,834.26
04	\$	59,637.69	\$ (85.22)	\$ 59,552.47	\$	5,891.07	\$ 8,211.76	\$	2,511.93	\$	16,614.76	\$	53,661.40
03	\$	45,396.95	\$ (83.05)	\$ 45,313.90	\$	4,842.04	\$ 7,062.41	\$	1,535.50	\$	13,439.95	\$	40,471.86
02	\$	30,765.07	\$ (82.55)	\$ 30,682.52	\$	3,747.75	\$ 5,633.88	\$	1,071.70	\$	10,453.33	\$	26,934.77
01	\$	28,187.49	\$ (81.90)	\$ 28,105.59	\$	3,601.40	\$ 5,778.47	\$	1,118.64	\$	10,498.51	\$	24,504.19
00	\$	24,848.63	\$ (89.16)	\$ 24,759.47	\$	3,603.54	\$ 6,200.65	\$	1,155.39	\$	10,959.58	\$	21,155.93
99	\$	25,968.92	\$ (39.44)	\$ 25,929.48	\$	4,045.81	\$ 7,612.07	\$	1,443.05	\$	13,100.93	\$	21,883.67
98	\$	17,522.54	\$ (31.33)	\$ 17,491.21	\$	3,887.77	\$ 7,716.76	\$	1,420.63	\$	13,025.16	\$	13,603.44
97	\$	15,955.33	\$ (26.56)	\$ 15,928.77	\$	3,992.39	\$ 8,372.51	\$	1,518.81	\$	13,883.71	\$	11,936.38
96	\$	8,752.54	\$ (26.22)	\$ 8,726.32	\$	3,324.38	\$ 6,992.75	\$	1,109.34	\$	11,426.47	\$	5,401.94
95	\$	4,709.94	\$ (37.62)	\$ 4,672.32	\$	1,074.49	\$ 2,806.52	\$	582.16	\$	4,463.17	\$	3,597.83
94 & prior	\$	18,618.14	\$ (18.00)	\$ 18,600.14	\$	3,165.92	\$ 9,054.41	\$	1,818.44	\$	14,038.77	\$	15,434.22

Totals \$195,075,459.49 \$7,320,309.03 \$202,395,768.52 \$194,492,645.87 \$854,565.82 \$287,730.12 \$195,634,941.81 \$7,903,122.65

## 320

# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT TAX COLLECTION ANALYSIS PERCENT Y-T-D BY MONTH FOR CURRENT LEVY ONLY

MONTH	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06
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%
ост	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%
DEC	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%
JAN	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%
FEB	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%
MAR	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%
APR	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%
MAY		98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%
JUNE		98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%
JULY		99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%
AUG		99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%

# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2016-17 TAX COLLECTIONS AS OF APRIL 30, 2017

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 4/30/2017	% OF BUDGET COLLECTED
2016	2016-2017	\$190,807,570	\$192,953,150	101.12%
2015 & Prior	2015-16 & Prior	\$2,150,000	\$ 1,539,496	71.60%
TOTAL		\$192,957,570	\$194,492,646	100.80%

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# LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT TAX COLLECTION REPORT AS OF APRIL 30, 2017

SCHOOL YEAR TAX YEAR	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016
7,000 1 = 7,000	 					
COLLECTION YEAR						
1 Orig. Levy	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742
1 Collections	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 192,953,150
Adj. To Roll	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$	6,473,810	7,135,921
2 Collections	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 603,448	
Adj. To Roll	\$ (64,337)		242,601	\$ 	(169,166)	
3 Collections	\$ 286,833	\$ 315,459	\$ 333.212	\$ 248,112		
Adj. To Roll	\$ 162,075	445,748	(49,699)	- ,		
4 Collections	\$ 308,264	\$ 252,058	\$ 169,931			
Adj. To Roll	\$ 518,252	(88,980)	76,981			_
5 Collections	\$ 232,737	\$ 185,084				
Adj. To Roll	\$ (92,801)	101,515				
6 Collections	\$ 167,961					
Adj. To Roll	\$ 90,308					
TOTAL:						
COLLECTIONS	\$	\$	\$	\$	178,632,006	192,953,150
ADJUSTED TAX ROLL	\$ 138,257,629	\$ 142,321,593	\$ 149,746,490	\$ 162,035,299	\$ 179,321,174	\$ 197,885,663
BALANCE TO						
BE COLLECTED	\$ 228,364	\$ 268,416	\$ 283,259	\$ 365,054	\$ 689,167	\$ 4,932,513
ADJ. TAXABLE						
VALUE	\$ 9,946,234,226	\$ 10,238,595,265	\$ 10,772,741,260	\$ 11,656,796,427	\$ 12,900,339,808	\$ 14,235,866,532
TOTAL % COLLECTIONS	99.8%	99.8%	99.8%	99.8%	99.6%	97.5%
AS OF APRIL 30, 2017						
TAX RATE	1.39005	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.

ACI (Support Services)	Application # 1	\$ 425.00
ACI (Support Services)	Application # 2	\$ 400.00
BLS Construction (Ag Barn #2)	Application # 5	\$ 520,075.98
Drymalla Construction (Lindsey Elementary)	Application # 11	\$ 1,323,527.65
EAB (Lindsey ES)	Application # 2	\$ 1,805.00
Gilbane (2011 Bond Program)	Application # 60	\$ 38,282.00
KCI Technologies (Access Controls)	Application # 1	\$ 6,030.00
PBK Architects (Bentley ES – Reimbursables)	Application # 10	\$ 12,750.00
PBK Architects (Fulshear HS)	Application # 27	\$ 30,158.44
PBK Architects (Leaman JHS)	Application # 25	\$ 8,186.39
Terracon (Ag Barn #2)	Application # 7	\$ 5,885.41
Terracon (Ag Barn #2)	Application # 8	\$ 13,078.68
Terracon (Lindsey ES)	Application # 11	\$ 1,493.50

VLK Architects (Ag Barn #2)	Application # 7	\$ 5,885.41
VLK Architects (Ag Barn #2)	Application # 8	\$ 13,078.68
VLK Architects (Carter ES)	Application # 5	\$ 23,364.00

Resource person: Kevin McKeever, Administrator for Operations



## Monthly Report 2011 Bond Program

10.B.#4a. – PLANNING BOARD REPORT MAY 18, 2017



Ag Barn #2 is a new 15,600 sf facility located on FM 359.







## **Current 2011 Bond Program Projects:**

#### New AG Barn #2:

- ❖ The project is on schedule and is approximately 75 % complete.
- ❖ Site utilities have been and final connection have been made.
- **.** Erection of metal building is complete.
- ❖ Masonry is ongoing and is approximately 100% complete.
- ❖ Plumbing rough in is in progress and is 98% complete.
- Electrical rough in is in progress and is approximately 95% complete.
- ❖ Site paving work is ongoing.



**Adolphus Elementary** 



Ag Barn renovations



George Ranch HS Shell Build-Out



Polly Ryon Middle School



Traylor Stadium Track & Turf

#### **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.

#### Agricultural Barn Renovations

The renovation included adding a new 10' canopy around ¾ of the building, added ventilation fans, new men & 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.

#### 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.

#### 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.

#### 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.

#### 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.





**BF Terry 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.

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.

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.

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.

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.



**Alternative Learning Center** 



**Austin Elementary School** 



Foster High School



Lamar High School



**Travis Elementary School** 

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.

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.

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.

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.

*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.

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)

Lamar Junior High School (Rosenberg, TX): The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

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)





Arredondo Elementary School



**Traylor Stadium** 



Meyer Elementary



Navarro MS



Dickinson Elementary

#### **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.

#### 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.

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

Frost Elementary School (Richmond, TX) - Provided web-based HVAC Controls

Pink Elementary School (Richmond, TX) - Provided web-based HVAC Controls

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.

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.

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting.

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.

Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler.



Seguin Early Childhood Center



Fulshear HS



Dean Leaman JHS



Field House

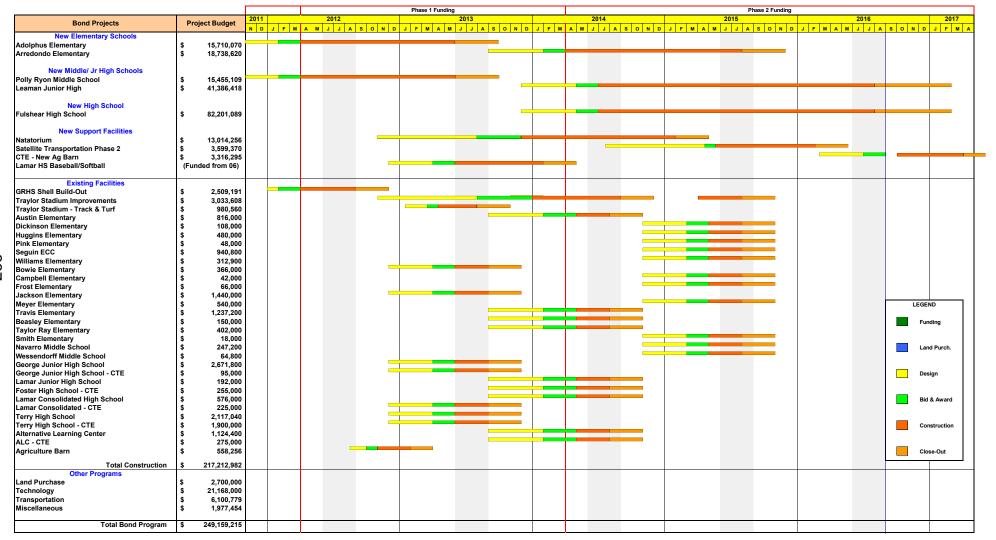
Seguin Early Childhood Center (Richmond, TX) – Installed new parking lot and canopy to provide safe drop-off area. Replaced existing electric drinking fountain with manual drinking fountain. Replaced windows in office and classroom areas.

Churchill Fulshear (Jr.) HS, Dean Leaman JHS, - 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.



#### 2011 Bond Program Master Schedule







#### **COMMUNITY SITES**

- A Fort Bend County Fairgrounds
- B George Memorial Public Library
- C Oak Bend Medical Center
- D Rosenberg Civic Center

#### SECONDARY CAMPUSES

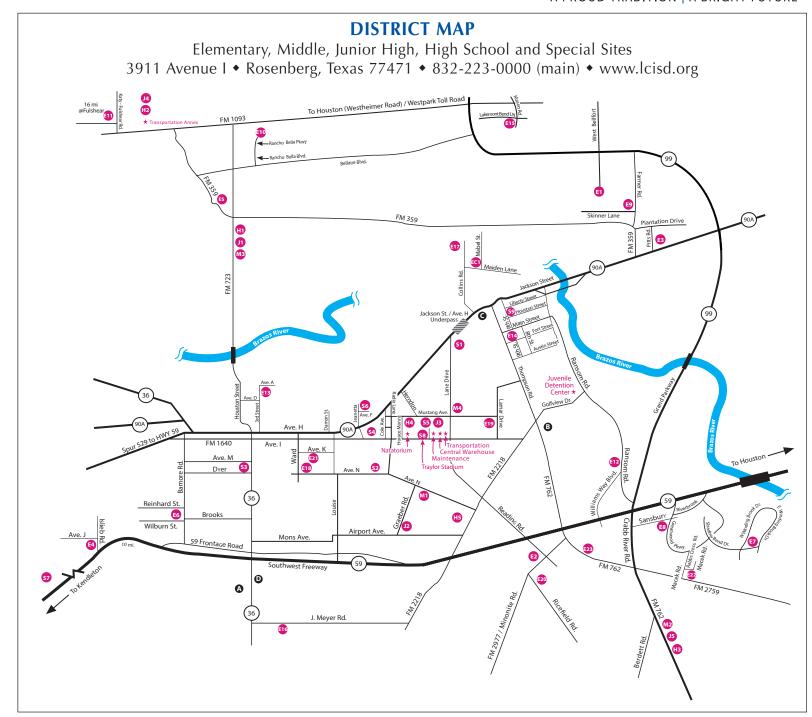
- H1 Foster HS
- H2 Fulshear HS
- H3 George Ranch HS
- H4 Lamar Consolidated HS
- H5 Terry HS
- J1 Briscoe JH
- J2 George JH
- J3 Lamar JH
- J4 Leaman JH
- J5 Reading JHM1 Navarro MS
- M2 Ryon MS
- M3 Wertheimer MS
- M4 Wessendorff MS

#### **ELEMENTARY CAMPUSES**

- E1 Adolphus ES
- E2 Arredondo ES
- E3 Austin ES E4 Beasley ES
- E5 Bentley ES
- E6 Bowie ES
- E7 Campbell ES
- E8 Dickinson ES
- E9 Frost ES
- E10 Hubenak ES
- E11 Huggins ES
- E12 Hutchison ES
- E13 Jackson ES
- E14 Long ES
- E15 McNeill ES
- E16 Meyer ES
- E17 Pink ES
- E18 Ray ES
- E19 Smith ES
- E20 Thomas ES
- E21 Travis ES
- E22 Velasquez ES
- E23 Williams ES
- EC1 Seguin Early Childhood Center

#### **SPECIAL SITES**

- **S1** 1621 Place
- **S2** Administrative Annex
- S3 Alternative Learning Center
- S4 Brazos Crossing Administration Building
- **S5** Development Center
- S6 Fort Bend Alternative School
- **S7** Powell Point
- \$8 Athletics/Traylor Stadium
- S9 Special Needs Center





## Monthly Report April 2017



10.B.#4b. – PLANNING BOARD REPORT MAY 18, 2017

## **EXECUTIVE SUMMARY**

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,125,770.25	884,284.75	20,707,446.48	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	20,176,651.65	3,594,209.35	17,475,922.48	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	2,287,634.00	22,671,770.00	1,581,533.19	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	141,330.00	848,670.00	85,957.66	990,000.00
HVAC Web Controls	1,056,000.00	108,000.00	948,000.00	94,500.00	1,056,000.00
LCHS Band Hall	700,000.00	108,389.00	591,611.00	58,086.09	700,000.00
Pink Elementary- Foundation	1,056,000.00	527,728.00	528,272.00	462,893.00	1,056,000.00
Natatorium - Foster High School	8,855,872.00	952,323.00	7,903,549.00	692,247.00	8,855,872.00
Natatorium - Fulshear High School	8,855,872.00	766,898.00	8,088,974.00	603,343.00	8,855,872.00
Natatorium - George Ranch High School	8,855,872.00	773,473.00	8,082,399.00	390,550.00	8,855,872.00
Support Services Center	12,146,000.00	1,243,028.00	10,902,972.00	901,505.20	12,146,000.00
THS Band Hall	700,000.00	102,540.00	597,460.00	57,946.07	700,000.00
*THS Baseball	2,400,000.00	150,932.00	2,249,068.00	80,266.01	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	48,493,946.90	67,901,989.10	43,221,446.18	116,395,936.00
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	20,892,773.00	0.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	179,026.00	3,580,537.57	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	77,233,068.57	0.00	81,145,098.00
Grand Total	197,541,034.00	51,760,442.90	145,135,057.67	43,221,446.18	197,541,034.00

<sup>\*</sup> Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	40,200.00	759,800.00	0.00	800,000.00
Huggins Elementary School	700,000.00	672,447.00	27,553.00	645,057.31	700,000.00
Chiller Replacement	1,200,000.00	1,034,080.00	165,920.00	48,000.00	1,200,000.00
Site Lighting	1,600,000.00	88,200.00	1,511,800.00	0.00	1,600,000.00
Grand Total	4,300,000.00	1,834,927.00	2,465,073.00	693,057.31	4,300,000.00

#### 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:**

- Closed-out Huggins Elementary School driveway.
- Received Contractor Proposals for Terry Baseball, Practice Pools, Carter Elementary School and Support Services.





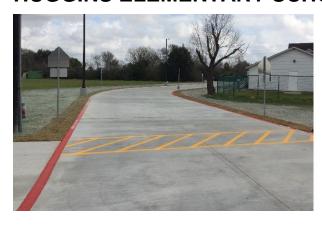
## CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



#### **OVERVIEW**

- Opened new Bentley Elementary on January 3, 2017.
- Traffic signal equipment has been installed and is operating under test mode.
- The punch list is complete.
- Preparing to finalize project close-out.

## **HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE**





#### **SCHEDULE MILESTONES**

• Current Phase: Close Out

• Construction Completion: January 2017

#### **OVERVIEW**

 Final close-out documentation has been completed and will be recommended for final acceptance at the May Board meeting.





## KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL





### **SCHEDULE MILESTONES**

Current Phase: Construction

• Construction Start: April 22, 2016

• Substantial Completion: June 23, 2017



- Building enclosure is complete.
- Ceiling tile is being installed throughout the building.
- Landscaping is underway and trees are being planted.
- Construction is on-schedule.
- As of 4/30/17, the construction contract is 85% complete.





## DON CARTER ELEMENTARY SCHOOL





• Current Phase: Bidding

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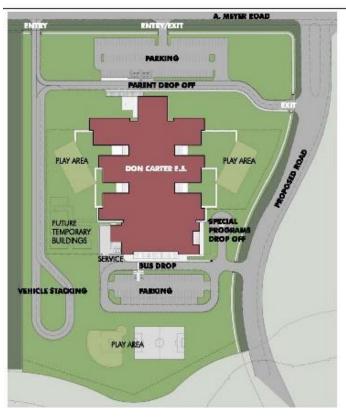
• Project will bid April 27, 2017

Construction Start: 2<sup>nd</sup> Quarter 2017

• Construction Completion: 3rd Quarter 2018

DON CARTER ELEMENTARY SCHOOL
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

AND THE PROPERTY OF THE PROPERTY



- Competitive Sealed Proposals have been received from three contractors for construction.
- Plan to bring recommendation for award at the May Board meeting.
- The final plat is in final approval stages.
- Permits have been applied for construction.





## SUPPORT SERVICES CENTER



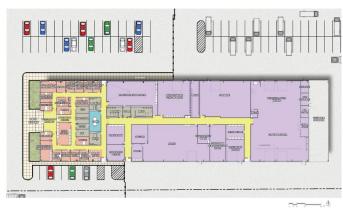


Support Services



- · Current Phase: Bidding
- Project will bid May 2, 2017
- Construction Start:

Phase 1: 2<sup>nd</sup> Quarter 2017 Phase 2: 1<sup>st</sup> Quarter 2018



Maintenance and Operations

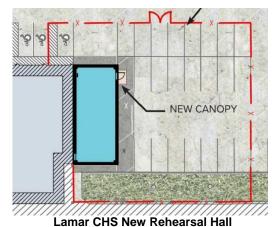
- Competitive Sealed Proposals have been received from six contractors for construction.
- Plan to bring recommendation for award at the May Board meeting.
- Permits have been applied for construction.





## **BAND HALL ADDITION**

## **Lamar Consolidated High School**



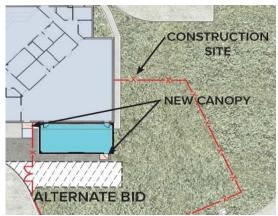
#### **SCHEDULE MILESTONES**

Current Phase: Award

Construction Start: 2<sup>nd</sup> Quarter 2017

Construction Completion: 4th Quarter 2017

#### **Terry High School**



**Terry HS New Rehearsal Hall** 

#### **OVERVIEW**

- Contractor is preparing to mobilize on the Terry High School site when student testing is complete.
- Mobilizing on the Lamar Consolidated High School site will begin when school is out in June.

## BASEBALL COMPLEX RENOVATIONS

## **Terry High School**



#### **SCHEDULE MILESTONES**

· Current Phase: Bidding

Construction Start: 2<sup>nd</sup> Quarter 2017

Substantial Completion: 4<sup>th</sup> Quarter 2017

- Competitive Sealed Proposals have been received from five contractors for construction.
- Plan to bring recommendation for award at the May Board meeting.
- Permits have been applied for construction.

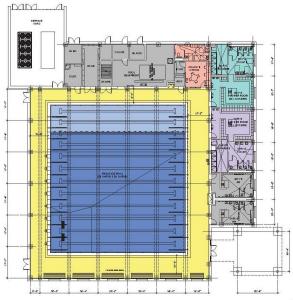




## **NATATORIUMS**

Foster High School Fulshear High School George Ranch High School





#### **OVERVIEW**

- Competitive Sealed Proposals have been received from seven contractors for construction.
- Currently reviewing contractor qualifications.
- Plan to bring recommendation for award at the June Board meeting.
- Permits have been applied for construction.

## **SCHEDULE MILESTONES**

• Current Phase: Bidding

Construction Start: 3<sup>rd</sup> Quarter 2017

Construction Completion: 3rd Quarter 2018



## PINK ELEMENTARY SCHOOL REPAIRS



#### **SCHEDULE MILESTONES**

· Current Phase: Bidding

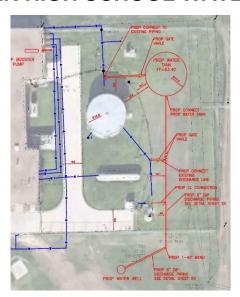
• Construction Start: June 2017

Construction Completion: August 2017

#### **OVERVIEW**

- Construction contract was awarded in April.
- Construction will begin when school is out for the summer.
- Work will adjust doors and ceilings throughout the building, repair cracks in walls, and replace vinyl wall covering.

## FOSTER HIGH SCHOOL WATER PLANT UPGRADES



#### **SCHEDULE MILESTONES**

Current Phase: Construction Documents

Construction Start: 3<sup>rd</sup> Quarter 2017

Construction Completion: 1st Quarter 2018

- A new water well, new water storage tank and interconnecting piping and pumps are planned to provide additional water capacity on the 3school site.
- Final design is underway in preparation for submitting permit application for the new water well and water storage tank.
- The permit process is expected to take 2 to 4 months before the procurement phase will begin.





## **HVAC WEB-BASED CONTROLS**





#### **SCHEDULE MILESTONES**

Current Phase: Bidding

Construction Start: 2<sup>nd</sup> Quarter 2017

Construction Completion: 3<sup>rd</sup> Quarter 2017

#### **OVERVIEW**

- Competitive Sealed Proposals have been received from two contractors for construction.
- Plan to bring recommendation for award at the May Board meeting.
- The work will include replacing control systems to communicate to the District Maintenance staff over the internet, replacing the dial-up modems currently in use at 8 sites.

## CHILLER REPLACEMENT



#### **SCHEDULE MILESTONES**

Current Phase: Construction

Construction Start: 1st Quarter 2017

Construction Completion: 3<sup>rd</sup> Quarter 2017

- Seguin, Travis, and Alternative Learning Center chiller replacements have been completed.
- The remaining larger chillers at Frost, Huggins and Wessendorff are scheduled for replacement in June 2017.





## **ACCESS CONTROLS**



#### **SCHEDULE MILESTONES**

Current Phase: Design Development
 Construction Start: 3<sup>rd</sup> Quarter 2017

Construction Completion: 1<sup>st</sup> Quarter 2018

#### **OVERVIEW**

- Project is planned to provide a system to allow card access to all schools in the District.
- Final selection of doors to receive card access controls is underway at all schools.
- Construction Documents are being developed in preparation for soliciting contractor proposals later this summer.

## SITE LIGHTING



#### **SCHEDULE MILESTONES**

Current Phase: Construction Documents

• Construction Start: 3rd Quarter 2017

Construction Completion: 4<sup>th</sup> Quarter 2017

#### <u>OVERVIEW</u>

- Project is planned to replace all exterior pole lights and building wall pack lights on schools and support facilities in the District with new LED fixtures.
- All lights have been identified at each site to be replaced with new LED light fixtures.
- 46 sites are included in this project.
- Construction Documents are being developed in preparation for soliciting contractor proposals later this summer.





## **SATELLITE AG BARN #3**

### **SCHEDULE MILESTONES**

- Current Phase: Program Development
- Construction Start: Pending Site Selection

#### **OVERVIEW**

- Satellite Ag Barn #2 and #3 have been programmed together.
- A site for the Satellite Ag Barn #3 has not been selected.
- Project is on hold until a site has been identified.

## **FUTURE PROJECTS**

#### **OVERVIEW**

- The future projects in the 2014 Bond Program will be reported on as they begin:
- Bond Sale 2
  - Elementary #27
  - Elementary #28
  - Roberts Middle School
  - Fulshear HS Shell Space Build-Out

## **COMPLETED PROJECTS**

Foster High School Baseball Scoreboard

**Completed March 2016** 



#### INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

#### **DISTRICT FENCE PROJECT:**

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. The Anchor Group has submitted materials specifications which have been approved. McNeill and Hubenak will continue with construction next week. There are a few adjustments that will need to be made as this project come to a close.

Project Budget \$450,000

#### CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. Travis Elementary, Seguin Early Childhood Center, and the Alternative Learning Center chillers have been replaced. The large chillers at Frost and Wessendorff are scheduled for this summer.

Project budget \$1,200,000

#### PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. KCI is currently preparing a set of specifications for the procurement process. They have been visiting every site in the district and all lights have been identified for replacement. Construction documents are being developed.

Project Budget \$1,600,000

#### **HUGGINS PARKING AND PARENT DROPOFF:**

VANIR Rice & Gardner are managing this project. Substantial Completion was January 17<sup>th</sup>. Final payment for this project is on this month's Board Agenda.

Project Budget \$700,000

#### **ACCESS CONTROL PROJECT:**

VANIR Rice & Gardner are managing this project. KCI Technology has started and is in the construction document phase to prepare for soliciting contractors for bids.

Access Control Budget \$800,000

#### TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner. A recommendation for a contractor is on this month's Board agenda.

Additional Budget of \$1,425,000

#### TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Person: Kevin McKeever, Administrator for Operations

## **INFORMATION ITEM: TRANSPORTATION UPDATE**

## **PERSONNEL CHANGES:**

The following changes took place during the month:

Trainees hired:	5
Drivers leaving the Dept.	1
Full time drivers hired:	3
Drivers waiting driving test	7
Bus aides hired:	3

Hiring Incentive Paid:	Employee	Referrer
Initial	2	2
Six months	6	3

## **ACCIDENTS:**

The department had 3 on the road accidents in March.

Date	Date Bus#		Act	<b>Preventable</b>	<b>Experience</b>	
4/10/2017	417406	Hit by a car trying	FM2759 and	Preventable	2 years	
		to enter his lane	Crabb River Rd.			
4/15/2017	267	Rear ended by a	Williams Way	Non-	7 years	
		car		Preventable		
4/25/2017	272	Hit a parked trailer	River Gable	Preventable	9 years	
		in a construction				
		area				
4/25/2017	202	Rear ended by a	Williams Way	Non-	7 years	
		car		Preventable		
4/28/2017	417417	Rear ended a car	FM762 and	Preventable	2 years	
			Bridlewood			
4/29/2107	417416	Passing truck hit	US59	Non-	2 years	
		the bus mirror	Construction zone	preventable		

#### **FIELD TRIPS:**

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	438	25,391	773	961	6,170
Fulshear	162	12,248	126	466	2,664

#### **VEHICLE MAINTENANCE:**

The Maintenance Department responded to a total of twelve (12) breakdowns where the bus needed attention or replacement on the road.

Fuel Usage	Rosenberg	<u>Fulshear</u>
Diesel	29,605	9,847
Unleaded	5,949	589

#### **ROUTING AND SCHEDULING:**

We have the following routes in operation

Track	AM / PM Routes	Mid-day Routes
Blue	29	4
Red	45	9
Gold	37	6
Maroon	45	8
Purple	15	4
Special Needs	38	34
Contracted with ALC	10 routes / 18 students	

We are transporting 255 displaced students.

#### TRAINING AND OTHER EVENTS:

On April 11, Mike Jones attended the Gulf Coast TAPT chapter meeting at Sheldon ISD. A presentation was made by a DPS Safety and Information Trooper and defensive driving and road rage incidents. On April 24, Mike Jones attended the TAPT State School Bus Safety Speech contest in Waco, and was a judge for the event. 40 high school students from around the state presented their 5 minute speeches on school bus safety, and were awarded almost \$10,000 in cash scholarships.

#### STUDENT DISCIPLINE:

A total of 287 discipline reports were issued this month.

Resource Persons: Kevin McKeever, Administrator for Operations

Mike Jones, Director of Transportation

## INFORMATION ITEM: FOOD SERVICE CHARGE POLICY, ALTERNATE MEALS, AND STUDENT DEBT

It is the goal of the food service department to ensure that no child goes hungry. Nutritious, well-balanced breakfasts and lunches are available daily. School meals are designed to meet federal guidelines for the nutritional and caloric intake of growing children while restricting fat and sodium. Menus are posted on the district website along with nutritional information. However, because the USDA states that the federally funded Child Nutrition Fund cannot carry bad debt from year to year, any outstanding student or adult debt must be repaid to the Child Nutrition Fund from the General Fund or campus activity fund. Currently, LCISD has an outstanding student debt balance in excess of \$50,000. This total has decreased from a high of over \$100,000 in 2013.

The Food Service Department has been enforcing the charge policy in the student handbook and on the district website:

- Students that owe more than \$15.00 at any grade level will receive an alternate meal of cereal and milk at breakfast and an alternate meal of a cheese sandwich and milk during lunch. An average of 4,400 alternate breakfasts and 6,300 alternate lunches have been served annually since September 2013.
- Lamar CISD's charge policy and alternate meal offering compares similarly to neighboring districts.
  We allow students to charge up to \$15.00 (almost a full week) before offering an alternate meal.
  After five alternate meals have been served, families must make other arrangements for meals during the school day.
- A la carte items are not available for charging. Students with negative balances cannot purchase snacks or extras.
- An automated calling system is used to inform parents when their child's lunch account falls into a negative position and to remind them to send money.
- The Food Service Department works with families that have contacted their office regarding student meal debt. A discount program and/or a payment plan is offered if needed for families owing more than \$100.00.
- As the Food Service Department works with parents regarding the debt, parents are reminded about the option of filling out a free/reduced application to help with future purchases.

There has been a significant drop in outstanding student meal debt since 2013. The District's intent is not to deny a student a meal, but rather follow USDA law and minimize the impact on local taxpayers. The Food Service Department continues to work with families to minimize the growth of student meal debt, and continues to investigate ways to eliminate it. The District has 10 campuses participating in the Community Eligibility Program, a program that provides free breakfast and lunch to all students enrolled at the participating campus. Over 5,330 students receive free meals at these campuses. In addition, the District continues to identify students that are eligible for the free/reduced price lunch program. Applications are available online and are processed as received. Currently, the District has 9,256 students qualifying for either free or reduced-price meals. Combined, almost 14,600 (over 47%) of the District's students benefit from these two meal programs. Due to the sensitive nature of this subject and high level of need, the District is continuing to research ways to assist families while complying with federal and state requirements.

Contact Persons: Matt Antignolo, Director of Food Service

Jill Ludwig, CPA, RTSBA, Chief Financial Officer

## INFORMATION ITEM: FACILITY RENTAL RATES FOR LAMAR CISD NATATORIUMS

A comprehensive review of natatorium facility rental fees and policies has been performed. Updated rental rates, which reflect the District's incurred costs and required staffing for safety and security, are included in the review. Consideration has been made to ensure access to facilities for activities and programs that directly support Lamar CISD student interests.

#### **Key Points:**

- 1. The proposal includes tiered pricing based on which natatorium is being rented and the time/date of the rental.
- During regular school days and operating hours, rental groups will not be asked to pay for additional custodial support unless it is warranted by the type or size of the event.
- 3. Rates are based on actual utility fees, amortized equipment charges and maintenance costs for maintaining the facility.
- 4. Campus natatorium costs are estimates only. Prior to the campus natatoriums opening in 2018, a review of the estimated costs will be conducted.
- 5. Rental rates apply to groups using the natatoriums outside of our Campus and District Based After School Activities as outlined in proposed Administrative Regulation GKD.

Resource Persons: Leslie Haack, Executive Director of Secondary Education

Kevin McKeever, Administrator of Operations

Nikki Nelson, Athletic Director

## **LCISD NATATORIUM RENTAL FEE PROPOSAL**

	Terry Natatorium	LCISD Natatorium	2018 Practice Pools (Estimate)
Utility Costs	\$10.11	\$53.32	\$45.00
Chemical Costs	\$5.69	\$5.73	\$5.73
Pool Equipment			
Amoritization	\$1.23	\$1.23	\$1.23
Avg. Maintenance &			
Repair	\$10.30	\$2.08	\$2.08
Supervisor during			
standard operating			
hours	\$25.00	\$25.00	\$25.00
Total	\$52.33	\$87.36	\$79.04
Proposed Rental			
<b>Charge</b> School			
Days Monday -			
Friday 5:30			
p.m 9:00 p.m.	\$55.00	\$90.00	\$80.00
**Proposed Rental			
Charge			
Saturdays, Sundays &			
Holidays			
2 Hour Minimum			
Rental Applies			
	\$85.00	\$120.00	\$110.00

<sup>\*\*</sup>Includes \$5.00 increase for Supervisor and \$25.00 Custodial Rate due to extended and overtime hours. \*\*
Multiple groups using the same facility at the same may split the rental fee between them.

## LCISD Facility Use Rate Schedule LCISD Natatoriums

#### **Cost Analysis Information:**

In order to create a rate schedule which represents the costs incurred by the school district to maintain our various facilities, while promoting community use of our facilities for various functions, the following guidelines were used to derive rental fees.

#### Each facility rental rate was calculated as follows:

- Each facility runs from approximately 6:00 a.m. 9:00 p.m. most days in order to accommodate high school swimming and diving programs, 4<sup>th</sup> grade swimming and rentals by local swim groups. This is 15 hours of run time per day for all functions of the facility. (5,475 hrs)
- Common equipment used by all groups includes lane ropes, starting blocks and the pace clock. The cost for purchasing and replacing these items falls to LCISD, however the rate of use of this equipment impacts the rate at which these items have to be replaced.
- Proper supervision must be maintained when anyone is utilizing the natatorium facilities. For regular operating hours, the cost of custodial services and pool supervisor has been built into rental rates. Using the facility outside of these standard hours will require additional staffing to be secured and additional fees assessed.
- We have drafted a plan to alter the site custodian schedule to have them on duty during the regular school day rental period to alleviate the added cost of custodial support to renters.

#### **Terry Natatorium:**

Annual utility costs average \$55,370.25 per year or \$151.70 per day at 15 hours of use = \$10.11 per hour Annual chemical costs average \$31,167 per year or \$85.39 per day at 15 hours of use = \$5.69 per hour Based on an average life span, purchase price and use schedule, pool equipment costs = \$1.23 per hour (Pace clocks = .22/hr : Lane ropes = .27/hr : Starting Blocks = .25/hr : Deck/Tile/Epoxy/Misc. = .49/hr) Annual maintenance and repair costs have averaged \$56,390 per year per pool or \$10.30 per hour

#### Hourly Charge to Maintain Terry Natatorium = \$27.33 per hour

#### **LCISD Natatorium:**

Annual utility costs average \$291,927 per year or \$799.80 per day at 15 hours of use = \$53.32 per hour

Annual chemical costs average \$31,390 per year or \$86.00 per day at 15 hours of use = \$5.73 per hour

Based on an average life span, purchase price and use schedule, pool equipment costs = \$1.23 per hour

(Pace clocks = .22/hr : Lane ropes = .27/hr : Starting Blocks = .25/hr : Deck/Tile/Epoxy/Misc. = .49/hr)

Annual maintenance and repair costs have averaged \$11,390 per year per pool or \$2.08 per hour

#### Hourly Charge to Maintain LCISD Natatorium = \$62.36 per hour

#### **2018 Practice Pools:**

Prices are based on averages and estimates from our existing facilitates.

Hourly Charge to Maintain Campus Practice Pools = \$54.04 per hour