

A PROUD TRADITION | A BRIGHT FUTURE

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REGULAR BOARD MEETING

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Thursday, March 21, 2019

7:00 PM

James Steenbergen, President • Kay Danziger, Vice President • Kathryn Kaminski, Secretary  
Mandi Bronsell • Dr. Tyson Harrell • Joe Hubenak • Melisa Roberts

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
MARCH 21, 2019  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Introductions
5. Audience to patrons
6. Approval of minutes
  - A. February 19, 2019 - Special Meeting (Workshop) 6
  - B. February 21, 2019 - Regular Board Meeting 11
7. Board members reports
  - A. Meetings and events
8. Superintendent reports
  - A. Meetings and events
9. **ACTION ITEMS**
  - A. **Goal: Instructional**
    1. Consider approval for the District to apply for a waiver for additional staff development minutes 21
    2. Consider approval of instructional material recommendations 22
  - B. **Goal: Planning**
    1. Consider approval of budget amendment requests 26
    2. Consider ratification of Financial and Investment Reports 28
    3. Consider approval of request for 2019 Historic Site Exemption Qualification for the George Ranch Historical Park 32
    4. Consider approval of infrastructure and equipment for temporary classrooms and restrooms using available bond funds 37
    5. Consider approval of the purchase of the Smart Tag hardware and software solution from Secured Mobility, LLC for student ridership tracking 38
    6. Consider approval of resolution proclaiming:
      - a. Educational Administrative Professionals' Week 42
      - b. Librarians' Week 44
      - c. Public School Volunteer Appreciation Week 46
    7. Consider approval of materials testing for the track replacement project at Traylor Stadium 48
    8. Consider approval of materials testing for the turf project at George Ranch 56

High School	
9. Consider approval of materials testing for the turf project at Terry High School	65
10. Consider approval of materials testing for the track and turf project at Foster High School	75
11. Consider approval of materials testing for the turf project at Fulshear High School	85
12. Consider approval of materials testing for Tamarron Elementary School	94
13. Consider approval of hazardous materials surveying services	105
14. Consider approval of CSP #06-2019PBK for synthetic turf sports fields and tracks	145
15. Consider approval of CSP #12-2019PBK for Foster High School athletic improvements	151
16. Consider approval of CSP #09-2019LN for campus improvements at Campbell Elementary, Navarro Middle, Wessendorff Middle, and Williams Elementary Schools	155
17. Consider approval of deductive change order #2 and final payment for district-wide site and area lighting retrofit	156
18. Consider approval of freezer/cooler monitoring	160
19. Consider approval of data drops for freezer/cooler monitoring	164
20. Consider approval of fiber data connection for Tamarron Elementary School	174
21. Consider approval of CSP #05-2019VRG for Tamarron Elementary School	176
22. Consider approval of resolution regarding de-annexation and annexation of land	179
23. Consider approval of Texas Accessibility Standards Review and Inspection for the Foster High School athletic improvements	192
24. Consider approval of procurement method for Language Other Than English Labs	197
<b>C. Goal: Personnel</b>	
1. Consider approval of 2019-2020 Employee Report/End Date Table	198
<b>D. Goal: Technology</b>	
1. Consider approval of Uninterruptable Power Supply purchases	203
2. Consider approval of district-wide computer refresh	206
3. Consider approval of contracted services for computer refresh project management	230
<b>10. INFORMATION ITEMS</b>	
<b>A. Goal: Instructional</b>	
1. Freezing of new Intra-District/Inter-District transfer requests to Adolphus, Arredondo, Bowie, Hubenak, Huggins, Long, McNeill, Ray, and Travis Elementary Schools	237
2. Freezing of new Intra-District, Inter-District, and Public Education Grant transfer requests to Polly Ryon Middle School, Reading Junior High, and	238

George Ranch High School

**B. Goal: Planning**

1. Tax Collection Report	239
2. Payments for Construction Projects	245
3. Bond Update	
a. 2014	248
b. 2017	254
4. Projects funded by 2011 available bond funds	258
5. Transportation Update	259
6. Naming New Schools	262
7. Strategic Planning	264
8. School Resource Division Update	265

**11. CLOSED SESSION**

A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	268
a. Approval of personnel recommendations for employment of professional personnel	269
b. Employment of professional personnel (Information)	272
c. Employee resignations and retirements (Information)	273
d. Consider extension of administrative contracts	275
e. Reassignment of professional personnel (Information)	283
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school finance litigation	

RECONVENE IN OPEN SESSION

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



ADJOURNMENT: (Time \_\_\_\_\_)

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

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

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

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

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

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

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

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

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


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

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

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

#### **CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 8th day of March 2019 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 19th day of February 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

**1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

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

**Members Present:**

James Steenbergen	President
Kay Danziger	Vice President
Kathryn Kaminski	Secretary
Mandi Bronsell	Member
Joe Hubenak	Member
Melisa Roberts	Member

**Members Absent:**

Tyson Harrell	Member
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**Others Present:**

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Leslie Haack	Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Valerie Vogt	Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning

**BUSINESS TRANSACTED**

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

**2. Discussion of February 21<sup>st</sup> Regular Board Meeting Agenda Items**

The Board reviewed the February 21<sup>st</sup> Regular Board Meeting agenda items.

**11. ACTION ITEMS**

**11. B GOAL: PLANNING**

## Minutes of Special Board Meeting February 19, 2019 – page 14

### 11. B-1 Consider approval of budget amendment requests

Ms. Kaminski asked if the amendment to adjust the campus budget is due to the reduction in student enrollment for choir or overall school enrollment. Ms. Ludwig said this is the student enrollment.

### 11. B-4 Consider ratification of donations to the District, including, but not limited to:

Mrs. Kaminski asked if all the cafeterias have televisions. Mr. Jacobson said not all of them have one, it is the choice of the campus. The televisions will provide information to the students.

### 11. B-6 Consider adoption of the 2019-2020 Student/Staff Instructional Calendar

Mr. Rockwood presented the calendar survey process.

Ms. Danziger asked if the campuses still had the option to come up with the calendar they liked. Mr. Rockwood said in the past we used the DSIC process and gave all the campuses the availability to make some options, but there were always constraints placed, like the start and end dates and some holidays. Dr. Randle said historically the campus had a discussion and one vote came back. But in this instance, everyone had an opportunity to vote.

Mr. Hubenak asked why we do not start school earlier and not extend the school day. Mr. Rockwood said there are other districts in Texas that are starting before the 4<sup>th</sup> Monday in August and they are Districts of Innovation. This is about a 9 – 12-month process. He said this process does have a 5-year expiration date and we are interested in seeing what the agency will do. He said the feedback they have heard has always been about getting out of school before June. Mr. Hubenak asked if the answer is to extend the day for an elementary student. Mr. Rockwood said another large district that looked at adding minutes to the day was Houston ISD. Dr. Randle asked Administration to explain the reasons to add the additional 20 minutes. Ms. Vogt said the minutes added was an appeal at the elementary level. She said the minutes may not seem like they will accomplish a lot, they are beneficial and helpful for adding flexibility to the school day for interventions, for enrichment and for extending lessons when students are really involved (science and social studies). She said it also puts instructional minutes before annual assessments that tend to come towards the end of the year, so it gives more instructional time where it is needed the most. She said the minutes will be used to best balance campus needs, so there's not one answer that fits all, but can say the minutes will not be divided per subject area. The minutes will be implanted in the schedule in a manner that will allow flexibility for the needs of the campus.

Ms. Kaminski asked if there was a way to eliminate the early release days. Ms. Vogt said until the Board approves the calendar, they do not plan those days. Typically, those days are used at the elementary level for opportunity for parent conferences. Ms. Kaminski asked if we are going to have to decline early release days this year. Ms. Vogt said the state waivers have been a subject of discussion and will be allowed. The difference between the two calendars is that Option B does not need to have professional development.

Mr. Hubenak asked if the employee's day is going to be extended. Dr. Randle said the teacher's day is not changing for either calendar, they report and end at the same time. Mr. Hubenak asked when is the deadline that the calendar must be approved.

## **Minutes of Special Board Meeting February 19, 2019 – page 15**

Mr. Rockwood said that traditionally the calendar is voted on by February, due to inputting half-days, early release days, professional development contracts, etc. Dr. Randle said that every month that the approval is delayed, it puts more pressure on trying to get those things done.

### **11. B-7**      **Consider approval of new bus purchase**

Ms. Danziger asked if these seat belt buses are for special ed only. Mr. Jones said it is for all.

### **11. B-8**      **Consider approval of Lamar CISD Attendance Boundary Committee recommendations for Culver Elementary School**

Ms. Desiree Zepeda presented the committee's recommendation to the Board.

Mrs. Kaminski asked if the Thomas students are being transferred over to Meyer Elementary. Ms. Zepeda said they will be transferred to Meyer and Culver. She said this will bring Meyer slightly under capacity.

### **11. B-9**      **Consider approval of architect contract for the Alternative Learning Center additions and renovations**

Mr. Steenberg asked what this was for. Mr. McKeever said this is for new buildings at ALC to pull in 1621, making everything all on one campus.

### **11. B-14**      **Consider approval of design development for High School #6 and Junior High School #6**

PBK presented the design to the Board.

### **11. B-15**      **Consider approval of design development for the Williams Elementary School renovations**

Huckabee presented the design to the Board.

### **11. B-31**      **Consider approval of Terry High School Natatorium improvements using available bond funds**

Ms. Roberts asked what they are doing at Terry. Dr. Randle said it is listed but it is for new lifeguard stands, etc. for the Natatorium at Terry.

## **3. AUDIENCE TO PATRONS**

None

## **12. INFORMATION ITEMS**

### **12. A GOAL: PLANNING**

#### **12. A-1 Demographic Update**

Population and Survey Analysts (PASA), Dr. Stacey Tepera and Mr. Justin Silhavy presented the spring update and answered questions related to the study.

## **Minutes of Special Board Meeting February 19, 2019 – page 16**

Ms. Kaminski asked if other districts that are growing, are they thinking of increasing the capacity of the elementary schools. Dr. Tepera said there are districts that build larger elementary schools. Dr. Randle said that the Board would have to begin to look at master plan principles. Mr. Steenbergen said one of the things in the strategic planning we received kudos for was having neighborhood schools.

### **12. A-10 Lamar CISD Whole Child Safety and Wellness Model Update**

Ms. Jennifer Roberts presented the information to the Board.

### **12. A-12 School Resource Division Update**

Lt. Segura presented to the Board.

Ms. Kaminski was disappointed in the report because she was looking for a report on campus to campus issues. She said this is the worst of the worst and they end up in court, and the everyday fights are not reflected. Lt. Segura said those are on there under disorderly conduct.

## **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. Reassignment of professional personnel (Information)
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

The Board adjourned to Closed Session at 8:50 p.m. for the purposes listed above.

## **RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION**

The Board reconvened in Open Session at 8:57 p.m. No action taken.

Ms. Kaminski wanted to publicly state that she missed last month's meeting to vote on Dr. Randle's contract. She wanted everyone to know she supports him 100%.

**Minutes of Special Board Meeting February 19, 2019 – page 17**

**ADJOURNMENT**

The meeting adjourned at 8:57 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**James Steenbergen**  
**President of the Board of Trustees**

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**Kathryn Kaminski**  
**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 21<sup>st</sup> day of February 2019, 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
Kay Danziger	Vice President
Tyson Harrell	Member
Joe Hubenak	Member
Melisa Roberts	Member

**Members Absent:**

Kathryn Kaminski	Secretary
Mandi Bronsell	Member

**Others Present:**

Kathleen Bowen	Chief Human Resources Officer
Leslie Haack	Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Valerie Vogt	Chief Academic Officer
Kevin McKeever	Executive Director of Facilities & Planning
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 – SCIENCE OLYMPIAD**

The following students from Carter Elementary and Smith Elementary schools presented to the Board:

Rylan Meuth, Kali Thomas, Monica Guzman, and Nevaeh Kimble

## **Minutes of Regular Board Meeting February 21, 2019 – page 19**

### **4. RECOGNITIONS/AWARDS**

None

### **5. INTRODUCTIONS**

None

### **6. AUDIENCE TO PATRONS**

Ms. Adetayo Mabadeje addressed the Board about the 2019-2020 instructional calendar.

Ms. Katherine Fuller addressed the Board about the 2019-2020 instructional calendar.

Ms. Sofia Sheikh addressed the Board about the 2019-2020 instructional calendar.

### **7. APPROVAL OF MINUTES**

#### **A. JANUARY 15, 2019 - SPECIAL MEETING (WORKSHOP)**

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the minutes of the January 15, 2019 Special Meeting (Workshop). The motion carried unanimously

#### **B. JANUARY 15, 2019 - SPECIAL MEETING**

It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees approve the minutes of the January 15, 2019 Special Meeting. The motion carried unanimously.

#### **C. JANUARY 17, 2019 - REGULAR BOARD MEETING**

It was moved by Dr. Harrell and seconded by Mr. Hubenak that the Board of Trustees approve the minutes of the January 17, 2019 Regular Board Meeting. The motion carried unanimously.

### **8. BOARD MEMBER REPORTS**

#### **a. Meetings and Events**

Mr. Hubenak reported the Finance Committee met. Also, Technology Committee met and reported the status of projects in the District.

Ms. Danziger reported the Facilities Committee met and reported the status of projects in the District. She attended the musicals at Fulshear, Foster, and Terry High Schools. She, Mr. Steenbergen, and Mrs. Kaminski attended the Gulf Coast Area Association of School Board update on what is happening in the Texas 86<sup>th</sup> Legislation. She thanked Janice Knight for a very successful "Men Who Cook".

Ms. Roberts reported the Attendance Boundary Committee met.

Dr. Harrell attended the Reading Junior High School career day and complimented them on the event. There were over 90 presenters and was a college level career day.



**9. SUPERINTENDENT REPORTS**

- a. **Meetings and Events**
- b. **Information for Immediate Attention**

None

**10. PUBLIC HEARING - LCISD ACCOUNTABILITY PERFORMANCE REPORT FOR 2017-2018**

The hearing was opened at 7:28 p.m. Mr. Brian Moore, Director of Research and Accountability, gave a presentation on the LCISD Accountability Performance Report for 2017-2018. There being no discussion, the hearing was closed to the public at 7:43 p.m.

**ACTION ITEMS FOR CONSENT OF APPROVAL: 11. A-1; 11. B-1 – 11. B-5; 11. B-7 – 11. B-31; and 11. C.1 – 11. C-3.**

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

**11. A GOAL: INSTRUCTIONAL**

- 11. A-1 Approval of out-of-state student trip requests, including, but not limited to:**  
**a. Lamar Consolidated High, Terry High, Foster High, George Ranch High, Churchill Fulshear High, Lamar Junior High, Briscoe Junior High, Antoinette Reading Junior High, and Dean Leaman Junior High Schools Career and Technical Education (CTE) and non-CTE**

Approved out-of-state travel for Lamar Consolidated High, Terry High, Foster High, George Ranch High, Churchill Fulshear High, Lamar Junior High, Briscoe Junior High, Antoinette Reading Junior High, and Dean Leaman Junior High Career and Technical Education (CTE) and non-CTE students that will qualify to travel to their national conferences after qualifying at the state level.

**11. B GOAL: PLANNING**

- 11. B-1 Approval of budget amendment requests**

Approved the budget amendment requests as amended. (See inserted pages 20-A – 20-B.)

- 11. B-2 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

- 11. B-3 Approval of depository bank contract extension**

Extended the current depository contract with Wells Fargo, N.A. for an additional two-year term, commencing September 1, 2019 and ending August 31, 2021. (See inserted page 20-C.)

- 11. B-4 Ratification of donations to the District, including, but not limited to:**  
**a. Arredondo Elementary School**  
**b. Fulshear High School**  
**d. Hubenak Elementary School**  
**e. Huggins Elementary School**

**Minutes of Regular Board Meeting February 21, 2019 – page 21**

**f. McNeill Elementary School**

Ratified the donations to the District with addendum.

**11. B-5 Approval of resolutions proclaiming:  
a. Diagnosticians' Week**

Approved the attached resolution proclaiming March 4 – 8, 2019 as Texas Educational Diagnosticians' Week in the Lamar Consolidated Independent School District. (See inserted page 21-A.)

**b. Texas Public Schools Week**

Approved the attached resolution proclaiming the week of March 4 – 8, 2019 as Texas Public Schools Week in the Lamar Consolidated Independent School District. (See inserted page 21-B.)

**11. B-7 Approval of new bus purchase**

Approved the purchase of 23 new 77-passenger buses with seat belts and 4 new 39-passenger lift buses in the amount of \$3,020,825.

**11. B-8 Approval of Lamar CISD Attendance Boundary Committee recommendations for Culver Elementary School**

Approved the 2018-2019 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Culver Elementary School and to allow grandfathering of 5<sup>th</sup>-grade students for the 2019-2020 school year, as presented.

**11. B-9 Approval of architect contract for the Alternative Learning Center additions and renovations**

Approved VLK Architects for the design of Alternative Learning Center additions and renovations and allowed the Superintendent to begin contract negotiations.

**11. B-10 Approval of architect contract for Development Center renovations**

Approved PBK Architects for the design of Development Center renovations and allowed the Superintendent to begin contract negotiations.

**11. B-11 Approval of architect contract for the Jane Long Historic Gym renovations**

Approved VLK Architects for the design of Jane Long Historic Gym renovations and allowed the Superintendent to begin contract negotiations.

**11. B-12 Approval of architect/engineering contract for the removal and replacement of the underground fuel tanks and fueling island**

Approved Morris & Associates for the design of the removal and replacement for the underground fuel tanks and fueling island at the Rosenberg Transportation site and allowed the Superintendent to begin contract negotiations.

**Minutes of Regular Board Meeting February 21, 2019 – page 22**

**11. B-13 Approval of architect contract for the Language Other Than English Labs**

Approved PBK Architects for the design of Language Other Than English (LOTE) labs at Foster High School, Lamar Consolidated High School, and Terry High School and allowed the Superintendent to begin contract negotiations.

**11. B-14 Approval of design development for High School #6 and Junior High School #6**

Approved the design development for High School #6 and Junior High School #6 as presented by PBK Architects, Inc.

**11. B-15 Approval of design development for the Williams Elementary School renovations**

Approved the design development for the Williams Elementary School renovations as presented by Huckabee Architects.

**11. B-16 Approval of Texas Education Agency code compliance review for the Williams Elementary School renovations**

Approved Winning Way Services for building code compliance review for the Williams Elementary School renovations in the amount of \$825 and authorized the Board President to execute the agreement. (See inserted pages 22-A – 22-D.)

**11. B-17 Approval of Texas Education Agency code compliance review for High School #6**

Approved Winning Way Services for building code compliance review for High School #6 in the amount of \$81,275 and authorized the Board President to execute the agreement. (See inserted pages 22-E – 22-H.)

**11. B-18 Approval of Texas Education Agency code compliance review for Junior High School #6**

Approved Winning Way Services for building code compliance review for Junior High School #6 in the amount of \$36,975 and authorized the Board President to execute the agreement. (See inserted pages 22-I – 22-L.)

**11. B-19 Approval of Texas Accessibility Standards review and inspection for the Terry High School serving line project**

Approved Winning Way Services for Texas Accessibility Standards review and inspection for the Terry High School serving line project in the amount of \$1,250 and authorized the Board President to execute the agreement. (See inserted pages 22-M – 22-P.)

**11. B-20 Approval of Texas Accessibility Standards review and inspection for High School #6**

Approved Winning Way Services for Texas Accessibility Standards review and inspection for High School #6 in the amount of \$5,950 and authorized the Board President to execute the agreement. (See inserted pages 22-Q – 22-T.)

**Minutes of Regular Board Meeting February 21, 2019 – page 23**

**11. B-21 Approval of Texas Accessibility Standards review and inspection for Junior High School #6**

Approved Winning Way Services for Texas Accessibility Standards review and inspection for the Junior High School #6 in the amount of \$3,550 and authorized the Board President to execute the agreement. (See inserted pages 23-A – 23-D.)

**11. B-22 Approval of Texas Accessibility Standards review and inspection for the Williams Elementary School renovations**

Approved Winning Way Services for Texas Accessibility Standards review and inspection for the Williams Elementary School renovations in the amount of \$1,650 and authorized the Board President to execute the agreement. (See inserted pages 23-E – 23-H.)

**11. B-23 Approval of Texas Accessibility Standards review and inspection for the George Junior High School serving line project**

Approved Winning Way Services for Texas Accessibility Standards review and inspection for the George Junior High School serving line project in the amount of \$1,250 and authorized the Board President to execute the agreement. (See inserted pages 23-I – 23-L.)

**11. B-24 Approval of change order #1 and final payment for the Natatorium at Foster High School**

Approved change order #1 in the amount of \$27,344 and final payment in the amount of \$417,511.55 to Turner Construction Company for the construction of the Natatorium at Foster High School and authorized the Board President to sign the change order. (See inserted page 23-M.)

**11. B-25 Approval of deductive change order #1 and final payment for the Natatorium at Fulshear High School**

Approved deductive change order #1 in the amount of \$1,884 and final payment in the amount of \$424,518.65 to Turner Construction Company for the construction of the Natatorium at Fulshear High School and authorized the Board President to sign the change order. (See inserted page 23-N.)

**11. B-26 Approval of deductive change order #1 and final payment for the Natatorium at George Ranch High School**

Approved deductive change order #1 in the amount of \$28,966 and final payment in the amount of \$422,200.10 to Turner Construction Company for the construction of the Natatorium at George Ranch High School and authorized the Board President to sign the change order. (See inserted page 23-O.)

**11. B-27 Approval of purchase of temporary classrooms and restroom facilities**

Approved the purchase of fourteen (14) temporary double dry classrooms and three (3) temporary restroom units from Palomar Modular Buildings in the amount of \$1,093,042.

**Minutes of Regular Board Meeting February 21, 2019 – page 24**

**11. B-28 Approval of roofing and waterproofing maintenance agreement #14-2019LN**

Approved Restoration Services, Inc. as the primary vendor and JR Jones as the secondary vendor for the maintenance and waterproofing repairs throughout the district as needed and authorized the Board President to execute the agreement.

**11. B-29 Approval of the CDL Third Party Test Agreement with Spring ISD for third party CDL Testing of School Bus Driver Trainees**

Approved the CDL Third Party Testing Agreement with Spring ISD for the purpose of skills testing Lamar CISD school bus driver trainees. (See inserted pages 24-A – 24-D.)

**11. B-30 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 24-E – 24-F.)

**11. B-31 Approval of Terry High School Natatorium improvements using available bond funds**

Approved Terry High School projects in the amount of \$100,800 to be funded with proceeds remaining from the 2011 bond program.

**11. C GOAL: TECHNOLOGY**

**11. C-1 Approval of interactive flat panels hardware and installation, electrical, and project management**

Approved (1) the purchase of interactive flat panels (IFP) and installation hardware and services from ProComputing in the amount of \$824,414.83 plus a 10% contingency of \$82,441.48 for a total of \$906,856.31, and (2) electrical work from Urbish Electrical in the amount of \$16,132.

**11. C-2 Approval of security camera purchases**

Approved the purchase of security cameras, installation hardware, network cabling, and installation services not to exceed the amount remaining in the 2011 and 2014 bonds for security cameras, currently \$112,561.13.

**11. C-3 Approval of network core switches**

Approved the purchase of network switches and installation and configuration services in the amount of \$518,915.05 from Micro Integration.

**11. B GOAL: PLANNING**

**11. B-6 Consider adoption of the 2019-2020 Student/Staff Instructional Calendar**

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the student/staff instructional calendar for 2019-2020, as presented.

Dr. Harrell said in his opinion Option A was the most attractive, typically when there is a survey we go with it, but something didn't feel right. He started reading social media

## **Minutes of Regular Board Meeting February 21, 2019 – page 25**

and talking with visitors at his dental practice. In general, secondary liked the extra days of summer, but he thinks the cost to elementary school students is greater than the extra days of summer. He said it seems to be a smaller benefit for a greater cost. He said one aspect that he hasn't heard anyone discuss is bus drivers, which will cost them about \$500 a year. He said when he first joined the Board the transportation department was not great, and the last thing he wants to do is make it less attractive.

Ms. Danziger said the minutes changing before was because of HB 2610 and we realized elementary was not in compliance. Secondary at the time had too much time. Her question is what are the minutes this year vs. the new calendar next year. Mr. Rockwood said the current LCISD elementary calendar has 430 minutes and secondary has 435 minutes. He said next year for Option B, both will have for 450 minutes. She looked at surrounding district calendars. Needville already has elementary going from 8 a.m. to 3:45 p.m. Mr. Rockwood said that is 5 minutes longer than our Option B. She said our Option B looks a lot like Needville's. She said Fort Bend and Katy are Districts of Innovation and can start earlier. The main thing she sees different is that all the other districts have elementary starting school later in the day and going later in the day. She was in the District a few years ago when we tried flipping the times, but that did not pass. She heard so much last year about people wondering why we are still in school in June. She heard the campuses are looking forward to more instruction leading up to state tests with Option B.

Mr. Hubenak said he asked his questions on Tuesday and thinks we should stick to what we have this year. He also thinks we should start the District of Innovation process.

Ms. Roberts said she talked to some teachers at the elementary level and they disagree with Option B. She said when her kids were younger and she had to drive them to an early appointment at school, she does not ever remember those days being that much different for her kids. What concerns her the most is that we have a Superintendent that all the Board voted to extend his contract. He then gives directives to his staff. The staff found a third party to provide the survey, and it told us that only 29% of staff voted. It also told us that only 66% of the parents voted. She doesn't disagree that perhaps more people out there like Option A, but if you don't vote we will not get accurate results. To assume this survey is slanted in anyway is assuming that we cannot trust our Superintendent and staff.

Mr. Steenbergen said he has struggled with this. He said Mr. Rockwood purged the duplicate votes and it came back more in favor of Option B. In his opinion, young kids in school longer can become problematic. He said that everybody that wrote to him had good detailed information and they totally swung him away from Option B.

Voting in favor of the motion: Ms. Danziger and Ms. Roberts

Voting in opposition: Dr. Harrell, Mr. Hubenak, and Mr. Steenbergen

The motion failed.

It was moved by Dr. Harrell and seconded by Mr. Hubenak that the Board of Trustees approve Option A for the student/staff instructional calendar for 2019-2020.

Voting in favor of the motion: Dr. Harrell, Mr. Hubenak, and Mr. Steenbergen

Voting in opposition: Ms. Danziger and Ms. Roberts

The motion carried.

**12. INFORMATION ITEMS**

**12. A GOAL: PLANNING**

**12. A-1 Demographic Update**

**12. A-2 Naming New Schools**

**12. A-3 District Improvement Plan Quarterly Update**

The cabinet members presented to the Board.

**12. A-4 Tax Collection Report**

**12. A-5 Payments for Construction Projects**

**12. A-6 Bond Update**

**a. 2014**

**b. 2017**

**12. A-7 Projects funded by 2011 available bond funds**

**12. A-8 Special Education Update**

Ms. Katie Marchena, Executive Director of Teaching & Learning presented to the Board.

**12. A-9 City of Rosenberg Notification of intent to enter into tax abatement agreement**

**12. A-10 Lamar CISD Whole Child Safety and Wellness Model Update**

Mr. Steenbergen would like a report on this. Ms. Vogt will provide a comprehensive report in April.

**12. A-11 Medical/Rx Plan Structural Changes**

**12. A-12 School Resource Division Update**

Mr. Steenbergen asked Lt. Segura to speak to the board about what the SROs do on a day to day basis.

**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. Reassignment of professional personnel (Information)

**Minutes of Regular Board Meeting February 21, 2019 – page 27**

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

The board did not adjourn to closed session.

**FUTURE AGENDA ITEMS**

None

**UPCOMING MEETINGS AND EVENTS**

None

**ADJOURNMENT**

The meeting adjourned at 8:54 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**James Steenbergen**  
**President of the Board of Trustees**

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**Kathryn Kaminski**  
**Secretary of the Board of Trustees**



**CONSIDER APPROVAL FOR THE DISTRICT TO APPLY FOR A  
WAIVER FOR ADDITIONAL STAFF DEVELOPMENT MINUTES**

**RECOMMENDATION:**

That the Board of Trustees approve the submission of an expedited waiver application to allow the District to dedicate up to 2100 operational minutes to Staff Development activities during the 2019-2020 school year.

**IMPACT/RATIONALE:**

This expedited waiver would allow the District to train instructional staff on various educational strategies designed to improve student performance during the course of 2019-2020 school year.

Districts may request a maximum of 2100 minutes dedicated to instructional staff development during the 2019-2020 school year only.

**PROGRAM DESCRIPTION:**

Each year, Lamar CISD develops an instructional calendar with Board approval. Starting in 2017-2018 an academic year is defined as 75,600 minutes of operation per House Bill 2442 as enacted by the 85<sup>th</sup> Texas Legislature. The minutes contained within this waiver will be dedicated to full or partial staff development days that will count toward meeting the 75,600-minute requirement for the 2019-2020 school year only.

Please note, this waiver may not be available in future years as the 75,600-minute requirement is fully implemented.

Submitted by: Valerie Vogt, Chief Academic Officer  
Katie Marchena, Executive Director of Teaching & Learning  
Dr. Jon Maxwell, Executive Director of Student Programs  
Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## **CONSIDER APPROVAL OF INSTRUCTIONAL MATERIAL RECOMMENDATIONS**

### **RECOMMENDATION:**

That the Board of Trustees approve the instructional materials recommended by the District Instructional Materials Adoption Committee for use in K-12 classrooms in the Lamar Consolidated Independent School District.

### **IMPACT/RATIONALE:**

The 2018-2019 District Instructional Materials Adoption Committee consisted of 61 members approved by the Board of Trustees on November 15, 2018. The Superintendent of Schools or his designee was a member and chaired the committee consisting of 47 teachers and 14 administrators. Teachers at the applicable grade levels and subject areas reviewed the instructional materials being considered and provided input to the voting Instructional Materials Committee members.

Samples of all instructional materials up for adoption consideration by LCISD were available in every school in the district that contained the appropriate grades/courses, for public inspection and comment.

Attached is a list of instructional materials recommended by the District Committee.

### **PROGRAM DESCRIPTION:**

The State Board of Education issued Proclamation 2019 in April 2017. The adoption of materials under Proclamation 2019 occurred in November 2018. The adopted materials are scheduled to be available for use beginning in the 2019-2020 school year.

Submitted by: Valerie Vogt, Chief Academic Administrator  
Katie Marchena-Roldan, Executive Director of Teaching and Learning  
Kevin McCune, K-12 Social Studies Curriculum Coordinator  
Julie McGuane, 6-12 ELAR Curriculum Coordinator  
Theresa Gage, K-5 ELAR Curriculum Coordinator  
Gloria Stewart-Kooper, Bilingual & ESL Director

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Proclamation 2019 Instructional Materials  
Recommended from the  
State Board of Education List**

<b>Subject</b>	<b>Publisher</b>	<b>Title</b>
English Language Arts and Reading, Kindergarten	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade K
English Language Arts and Reading, Grade 1	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 1
English Language Arts and Reading, Grade 2	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 2
English Language Arts and Reading, Grade 3	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 3
English Language Arts and Reading, Grade 4	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 4
English Language Arts and Reading, Grade 5	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 5
Spelling (English), Grade 1	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 1
Spelling (English), Grade 2	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 2
Spelling (English), Grade 3	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 3
Spelling (English), Grade 4	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 4
Spelling (English), Grade 5	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt Into Reading Grade 5
Spelling (Spanish), Grade 1	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 1
Spelling (Spanish), Grade 2	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 2
Spelling (Spanish), Grade 3	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 3
Spelling (Spanish), Grade 4	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 4

Spelling (Spanish), Grade 5	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 5
Handwriting (English), Kindergarten	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting, Grade K
Handwriting (English), Grade 1	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting, Grade 1
Handwriting (English), Grade 2	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting, Grade 2
Handwriting (English), Grade 3	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting, Grade 3
Handwriting (English), Grade 4	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting, Grade 4
Handwriting (English), Grade 5	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting, Grade 5
Handwriting (Spanish), Kindergarten	Zaner-Bloser, Inc.	Zaner-Bloser La escritura Grade K
Handwriting (Spanish), Grade 1	Zaner-Bloser, Inc.	Zaner-Bloser La escritura Grade 1
Handwriting (Spanish), Grade 2	Zaner-Bloser, Inc.	Zaner-Bloser La escritura Grade 2
Handwriting (Spanish), Grade 3	Zaner-Bloser, Inc.	Zaner-Bloser La escritura Grade 3
Handwriting (Spanish), Grade 4	Zaner-Bloser, Inc.	Zaner-Bloser La escritura Grade 4
Handwriting (Spanish), Grade 5	Zaner-Bloser, Inc.	Zaner-Bloser La escritura Grade 5
Spanish Language Arts and Reading, Kindergarten	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade K
Spanish Language Arts and Reading, Grade 1	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 1
Spanish Language Arts and Reading, Grade 2	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 2
Spanish Language Arts and Reading, Grade 3	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 3

Spanish Language Arts and Reading, Grade 4	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 4
Spanish Language Arts and Reading, Grade 5	Houghton Mifflin-Harcourt	Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 5
Personal Financial Literacy	B.E. Publishing, Inc.	Personal Financial Literacy Textbook

**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, Director of Budget and Treasury

Recommended for approval:



Dr. Thomas Randle  
Superintendent

The Teaching and Learning Department is requesting a budget change to pay for nursing service at Science Olympiad.

199-13	Curriculum/Staff Development	(250.00)
199-33	Health Services	250.00

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The Child Nutrition Department is requesting a budget change to amend the budget to replace kitchen equipment at 20 locations.

240-35	Food Services	105,000.00
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The Business Office is requesting a budget change to purchase cafeteria tables for Frost Elementary and Smith Elementary.

199-11	Classroom Instruction	(33,000.00)
199-35	Food Services	33,000.00

## **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 February 2019 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle  
Superintendent



## SCHEDULE OF FEBRUARY 2019 DISBURSEMENTS

**IMPACT/RATIONALE:**

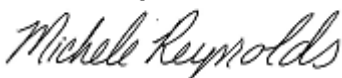
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of February total \$27,293,375 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	17,914,659
614	Employee Benefits	868,244
621	Professional Services	58,522
622	Tuition and Transfer Payments	2,284
623	Education Services Center	60
624	Contracted Maintenance and Repair Services	644,672
625	Utilities	217,813
626	Rentals and Operating Leases	86,033
629	Miscellaneous Contracted Services	623,565
631	Supplies and Materials for Maintenance and Operations	334,866
632	Textbooks and Other Reading Materials	153,829
633	Testing Materials	58,022
634	Food Service	683,808
639	General Supplies and Materials	971,858
641	Travel and Subsistence -- Employee and Student	106,931
642	Insurance and Bonding Costs	7,034
649	Miscellaneous Operating Costs/Fees and Dues	22,113
659	Other Debt Services Fees	1,750
661	Land Purchase and/or Improvements	73,387
662	Building Purchase, Construction, and/or Improvements	4,181,033
663	Furniture & Equipment - \$5,000 or more per unit cost	258,144
129	Misc. Receivable/Alternative Certification Fees	2,052
131	Inventory Purchases	11,970
217	Operating Transfers, Loans and Reimbursements	10,539
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	187
	<b>Total</b>	<b>27,293,375</b>

**PROGRAM DESCRIPTION:**

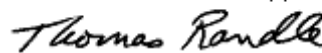
The report above represents all expenditures made during the month of February 2019. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,  
Director of Finance

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED I.S.D.  
GENERAL FUND  
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES  
(BUDGET AND ACTUAL)  
AS OF FEBRUARY 28, 2019**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	171,971,902.00	165,060,073.00	(6,911,829.00)	96.0%
5800-STATE PROGRAM REVENUES	107,034,939.00	41,442,962.00	(65,591,977.00)	38.7%
5900-FEDERAL PROGRAM REVENUES	4,925,000.00	1,017,755.00	(3,907,245.00)	20.7%
<b>TOTAL- REVENUES</b>	<b>283,931,841.00</b>	<b>207,520,790.00</b>	<b>(76,411,051.00)</b>	<b>73.1%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	237,959,800.00	115,632,052.00	122,327,748.00	48.6%
6200-PROFESSIONAL/CONTRACTED SVCS.	26,291,521.00	9,298,312.00	16,993,209.00	35.4%
6300-SUPPLIES AND MATERIALS	14,088,302.00	5,792,435.00	8,295,867.00	41.1%
6400-OTHER OPERATING EXPENDITURES	5,870,296.00	1,869,539.00	4,000,757.00	31.8%
6600-CAPITAL OUTLAY	1,713,144.00	826,560.00	886,584.00	48.2%
<b>TOTAL-EXPENDITURES</b>	<b>285,923,063.00</b>	<b>133,418,898.00</b>	<b>152,504,165.00</b>	<b>46.7%</b>

**Local Investment Pools  
as of February 28, 2019**

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>TOTAL DEPOSIT</b>	<b>TOTAL WITHDRAWAL</b>	<b>TOTAL INTEREST</b>	<b>MONTH END BALANCE</b>
<b>TexPool accounts are as follows:</b>					
Food Service	2,304,913.27	0.00	0.00	4,238.64	2,309,151.91
General Account	79,090,294.06	70,914,252.46	20,492,473.34	212,340.01	129,724,413.19
Health Insurance	421,203.61	1,375,806.67	1,750,000.00	1,725.40	48,735.68
Workmen's Comp	152,046.45	16,666.67	20,000.00	266.93	148,980.05
Property Tax	57,978,194.03	36,377,560.21	92,991,321.50	58,430.04	1,422,862.78
Vending Contract Sponsor	297,029.83	0.00	0.00	546.19	297,576.02
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	235,362.29	0.00	0.00	432.84	235,795.13
Student Activity Funds	38,136.69	0.00	0.00	70.08	38,206.77
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	216,097.99	0.00	0.00	397.37	216,495.36
Common Threads Donation	55,011.19	0.00	0.00	101.17	55,112.36
Debt Service 2012A	3,005,021.21	2,370,242.27	4,579,631.25	3,653.92	799,286.15
Debt Service 2012B	2,213,829.53	1,746,913.08	3,960,741.61	2,112.93	2,113.93
Debt Service 2014A	912,599.54	722,181.97	877,500.00	1,619.40	758,900.91
Debt Service 2014B	882,815.52	696,171.13	1,084,300.00	1,331.27	496,017.92
Debt Service 2013	1,219,562.37	962,126.34	2,181,687.71	1,163.94	1,164.94
Debt Service 2013A	2,501,246.93	1,721,363.11	4,222,609.04	2,354.16	2,355.16
Debt Service 2015	8,057,596.36	6,368,615.82	14,426,211.18	7,691.71	7,692.71
Debt Service 2016A	1,918,371.29	1,512,808.70	2,363,350.00	2,885.72	1,070,715.71
Debt Service 2016B	504,324.58	397,702.33	618,537.50	761.34	284,250.75
Debt Service 2017	1,577,015.41	1,243,514.58	1,941,987.50	2,372.92	880,915.41
Debt Service 2017 Capitalized Interest	2,067,660.81	0.00	0.00	3,802.32	2,071,463.13
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	13,943,577.67	4,335,429.71	9,356,981.00	21,248.66	8,943,275.04
Capital Projects 2018	88,650,385.61	0.00	597,502.92	162,509.02	88,215,391.71
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,187.53	0.00	0.00	9.53	5,197.06
Workers' Comp	744,779.56	0.00	0.00	1,367.81	746,147.37
Property Tax Fund	33,226.89	0.00	0.00	61.02	33,287.91
General Fund	2,673,759.97	0.00	0.00	4,910.43	2,678,670.40
Food Service Fund	93,493.63	0.00	0.00	171.70	93,665.33
Debt Service Series 1996	316.94	0.00	0.00	0.58	317.52
Capital Project Series 1998	723.90	0.00	0.00	1.33	725.23
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	396.84	0.00	0.00	0.73	397.57
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	17.59	0.00	0.00	0.03	17.62
Capital Projects 2015	950.36	0.00	0.00	1.75	952.11
Debt Service Series 2015	1,252,928.50	0.00	774,101.00	1,538.22	480,365.72
Capital Projects 2017	7,153,416.70	0.00	0.00	13,137.43	7,166,554.13
Capital Projects 2018	75,781,779.96	0.00	0.00	139,175.17	75,920,955.13
Debt Service Series 2018	3,037,747.30	0.00	0.00	5,578.90	3,043,326.20
<b>MBIA Texas CLASS Fund</b>					
General Account	16,017,113.10	0.00	0.00	32,394.14	16,049,507.24
Capital Project Series 1998	944.13	0.00	0.00	1.92	946.05
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	5,281,820.98	0.00	9,390.00	10,663.33	5,283,094.31
Debt Service 2015	983,207.02	0.00	0.00	1,988.50	985,195.52
Capital Projects 2017	25,554,777.25	0.00	0.00	47,316.65	25,602,093.90
<b>TEXSTAR</b>					
Capital Projects Series 2007	767.92	0.00	0.00	1.40	769.32
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,000,767.69	0.00	0.00	1,842.57	1,002,610.26
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,744.37	0.00	0.00	8.72	4,753.09
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,377,767.20	0.00	0.00	6,218.99	3,383,986.19
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	14,193,867.12	0.00	0.00	26,133.08	14,220,000.20
Capital Projects 2018	88,082,344.08	0.00	0.00	162,172.98	88,244,517.06
Debt Service 2018	3,645,606.49	0.00	0.00	6,712.12	3,652,318.61
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,039,901.63	0.00	0.00	1,911.16	1,041,812.79
Capital Projects Series 2008	145.63	0.00	0.00	0.27	145.90
Capital Projects Series 2012A	58.50	0.00	0.00	0.11	58.61
Capital Projects Series 2014A	2,445.98	0.00	0.00	4.50	2,450.48
Capital Projects Series 2014B	2,307,745.13	0.00	0.00	4,241.25	2,311,986.38
Debt Service 2015	139,422.97	0.00	0.00	256.24	139,679.21
Capital Projects 2015	11,455,972.86	0.00	749,433.48	20,180.58	10,726,719.96
Capital Projects 2017	16,814,559.63	0.00	3,059,093.08	28,065.11	13,783,531.66
Capital Projects 2018	45,323,376.19	0.00	508,288.63	82,531.32	44,897,618.88
Debt Service 2018	1,823,060.52	0.00	0.00	3,350.48	1,826,411.00

<b>ACCOUNT TYPE</b>	<b>AVG. RATE OF RETURN</b>	<b>CURRENT MONTH EARNINGS</b>
<b>TEXPOOL ACCOUNT INTEREST</b>	<b>2.40</b>	<b>\$492,055.98</b>
<b>LONE STAR ACCOUNT INTEREST</b>	<b>2.39</b>	<b>\$165,954.63</b>
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>	<b>2.63</b>	<b>\$92,364.54</b>
<b>TEXSTAR ACCOUNT INTEREST</b>	<b>2.45</b>	<b>\$203,089.86</b>
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>	<b>2.40</b>	<b>\$140,541.02</b>
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$1,094,006.03</b>
<b>EARNINGS 9-01-18 THRU 1-31-19</b>		<b>\$4,802,511.42</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$5,896,517.45</b>

**CONSIDER APPROVAL OF REQUEST FOR 2019 HISTORIC SITE EXEMPTION  
QUALIFICATION FOR THE GEORGE RANCH HISTORICAL PARK**

**RECOMMENDATION:**

That the Board of Trustees approve 2019 Historic Site Exemption Qualification for the George Ranch Historical Park.

**BACKGROUND INFORMATION:**

The Board of Trustees of Lamar Consolidated Independent School District has granted historical tax exemptions to the George Ranch Historical Park for the past several years. Historic site tax exemptions must be renewed on an annual basis.

In accordance with Board Policy CCG(LOCAL), the George Foundation has applied for a historical tax exemption for the taxes to be levied for the 2019-2020 school year.

TAXPAYER	LOCATION/ TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
THE GEORGE FOUNDATION	THE GEORGE RANCH HISTORICAL PARK	\$13,174,435	\$183,124.65

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

Recommended for approval:

*Thomas Randle*  
 Dr. Thomas Randle  
 Superintendent

March 1, 2019

*Via email to Michelle Cornell - mcornell@lcisd.org*

Dr. Thomas Randle  
Superintendent  
Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: 2019 Ad Valorem Tax Exemption Application for Historic  
Site Exemption – The George Ranch Historical Park**

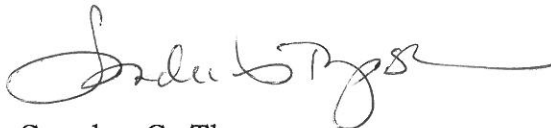
Dear Dr. Randle:

Enclosed please find the 2019 Historic Site Exemption Application for  
The George Ranch Historical Park, along with an acreage description.

Thank you very much for your consideration in this matter, and should  
you have questions, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION



Sandra G. Thompson  
Chief Financial Officer

Enclosure

cc: Roger Adamson, Chief Executive Officer

# Application for Historic or Archeological Site Property Tax Exemption

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B.F. Terry Blvd., Rosenberg, Texas 77471

Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

**FILING INSTRUCTIONS:** You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

**APPLICATION DEADLINES:** You must file the completed application with all required documentation beginning Jan. 1 and no later than April 30 of the year for which you are requesting an exemption.

**ANNUAL APPLICATION REQUIRED:** You must apply for this exemption each year you claim entitlement to the exemption.

## OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Section 11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying for this exemption.

2019

Tax Year

## STEP 1: Property Owner/Applicant

The George Foundation

Name of Property Owner

310 Morton St., PMB Suite C

Mailing Address

Richmond, TX 77469

City, State, ZIP Code

281-342-6109

Phone (area code and number)

Property Owner is a(n) (check one):

 Individual
  Partnership
  Corporation
  Other (specify): Not-For-Profit, 501(c)(3) Tax Exempt Organization

Roger Adamson

Chief Executive Officer

Name of Person Preparing this Application

Title

Driver's License, Personal I.D. Certificate  
or Social Security Number\*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided in lieu of a driver's license number, personal identification certificate number or social security number: .....

74-6043368

\* Unless the applicant is a charitable organization with a federal identification number, the applicant's driver's license number, personal identification certificate number or social security number is required. Pursuant to Tax Code Section 11.48(a), a driver's license, personal I.D. certificate or social security number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b).



STEP 2: Property Information

Describe the property for which you are seeking this exemption.

The George Ranch Historical Park, 10215 FM 762, Richmond, TX 77469

Address, City, State, ZIP Code

470.977 Acres - See Attached Detail

CAD#s R127514, R35055,

R46553, R33739, R386497

Legal Description (if known)

Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

Lamar Consolidated ISD

Fort Bend County

STEP 4: Official Historical and Archeological Designations

- 1. Has the property been designated as a Recorded Texas Historic Landmark under Government Code Chapter 442 or as a state archeological landmark under Natural Resources Code Chapter 191 by the Texas Historical Commission? . . . . .  Yes  No

If yes, attach copies of documents reflecting designation.

- 2. Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? . . . . .  Yes  No

If yes, attach copies of documents reflecting designation.

STEP 5 Read, Sign and Date

By signing this application, you certify that the information provided in this application is true and correct.

print here

Roger E. Adamson

CEO

Print Name

Title

sign here



03/01/2019

Authorized Signature

Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

The George Foundation

Attachment to Form 50-122

Application for Historic or Archeological Site Property Tax Exemption  
2019

<u>Step 3: Legal Description of Property</u>	<u>Account Number</u>	<u>CAD #</u>
31.4220 Acres Peter Tal A-337	#0337-00-000-0011-901	R127514
65.4119 Acres John Jones A-41	#0041-00-000-0011-901	R33739
252.3200 Acres Wiley Martin A-56	#0056-00-000-0051-901	R35055
121.6150 Acres Wm Ryon A-368	#0368-00-000-0011-901	R46553
<u>0.2081 Acres John Jones A-41</u>	<u>#0041-00-000-0012-901</u>	<u>R386497</u>
<u>470.9770 Acres</u>		



**CONSIDER APPROVAL OF INFRASTRUCTURE AND EQUIPMENT FOR TEMPORARY  
CLASSROOMS AND RESTROOMS USING AVAILABLE BOND FUNDS**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of infrastructure and equipment in an amount not to exceed \$1.5 million, to be funded with proceeds remaining from the 2011 bond program.

**IMPACT/RATIONALE:**

At the February 2019 meeting, the Board of Trustees approved the purchase of fourteen (14) temporary buildings and three (3) temporary restroom units to be constructed on eight (8) campuses. Since that meeting, costs have been estimated for the necessary infrastructure items and equipment to place these units in service.

The construction and equipment of school building as listed below falls within the scope of the bond program referenced above; therefore, Administration is requesting to fund these items utilizing the available bond funds:

Description	Amount
Canopies, ramps, other infrastructure items	\$805,050
Security alarms, cameras, computers, and other technology equipment	\$411,345
Furniture, fixtures, and equipment	\$130,855
Retrofitting of existing portables on same campuses with similar camera equipment	\$71,154
Estimate contingency funds at 5.75%	<u>\$81,596</u>
<b>Total</b>	<b>\$1,500,000</b>

**PROGRAM DESCRIPTION:**

The transfer of funds for use in this manner will exhaust a substantial amount of residual funds of the 2011 bond program. Purchases will be made from previously awarded vendors and cooperatives.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
 Leslie Haack, Deputy Superintendent of Support Services  
 Yvonne Dawson, RTSBA, Director of Budget and Treasury

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
 Superintendent

**CONSIDER APPROVAL OF THE PURCHASE  
OF THE SMART TAG HARDWARE AND SOFTWARE SOLUTION  
FROM SECURED MOBILITY, LLC  
FOR STUDENT RIDERSHIP TRACKING**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of the Smart Tag hardware and software solution from Secured Mobility, LLC in the amount of \$541,623.32 and allow the Superintendent to negotiate the contract.

**IMPACT/RATIONALE:**

The Smart Tag system will install RFID card readers on each bus, and all riders will be issued RFID bus passes. The cards will provide information to parents and school staff almost immediately upon scan of the card, allowing parents, through the Smart Tag app, to know when and where their student boards and exits a bus. The software will also provide daily ridership attendance on each route, which is required information for the TEA Transportation Route Services report submitted to TEA each year for funding purposes.

The Smart Tag system will be purchased through the Buy Board purchasing cooperative contract number 579-19 using Lamar CISD 2017 bond funds. The bond referendum allowed for a budget of \$500,000. The additional amount will be transferred from a closed project that experienced savings. The quote is attached for review.

Submitted by: Leslie Haack, Deputy Superintendent for Support Services  
Mike Jones, Transportation Director  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent



Date: 2/28/2019

Mike Jones  
 Director of Transportation  
 Lamar CISD  
 5017 Ave I  
 Rosenberg, TX 77471  
 832.223.0282



Secured Mobility, LLC  
 920 Rockmoor Drive  
 Georgetown, TX 78628  
 (512) 686-2360 Office  
 (512) 864-9452 Fax  
[www.smart-tag.net](http://www.smart-tag.net)

**QUOTE**  
 BUYBOARD PRICING  
 CONTRACT # 579-19

**YEAR 1**

PART #	ITEM DESCRIPTION	BUYBOARD PER UNIT PRICE	# OF UNITS	LINE TOTAL
770026	Card Exchange Professional ID Card Printing Software.	\$ 796.00	7	\$ 5,572.00
770011	Evolis Primacy single side ID card printer w/ encoder (PM1H00HSRS).	\$ 1,827.45	7	\$ 12,792.15
770045	Evolis Primacy Black Ribbon (RCT023NAA).	\$ 24.18	7	\$ 169.26
770015	HID - Blank (un-printed) SMART Tag RFID Card.	\$ 0.88	0	\$ -
770028	HID - Black monochrome printed SMART Tag RFID Card (1-side).	\$ 1.38	35000	\$ 48,300.00
RAM-HOL-SAM7PU	RAM Mount Dock/Cradle Samsung 8.0 Tab Active2.	\$ 50.57	300	\$ 15,171.00
RAM-B-103U	RAM Mount Arm with Base Plate.	\$ 16.14	300	\$ 4,842.00
RAM-B-202U	RAM Round Mounting Plate for Cradle.	\$ 6.79	300	\$ 2,037.00
RAM-B-149Z-QU1U	RAM Mount Arm with U-Bolt Mount (for Cradle and ST Reader).	\$ 22.52	300	\$ 6,756.00
SM-T397	Samsung 8.0 Tab Active2 (4G).	\$ 530.39	270	\$ 143,205.30
770027	Software License for SMART Tag Tablet.	\$ 289.00	270	\$ 78,030.00
770024	SMART Tag External NFC/RFID Card Reader (for Bus).	\$ 90.09	300	\$ 27,027.00
770019	SMART Tag Desktop NFC/RFID Card Reader (USB).	\$ 44.19	7	\$ 309.33
770036	SMART Tag wiring harness.	\$ 30.59	300	\$ 9,177.00
770030	SMART Tag Clear Plastic Card Holder - Heavy Duty.	\$ 0.33	35000	\$ 11,550.00
770031	SMART Tag bus yellow or black lanyard (w/breakaway and clip).	\$ 0.89	35000	\$ 31,150.00
770082	SMART Tag Monthly Software Subscription per tablet - Base License for SMART Tag Tablet Driver Mobile Application.	\$ 5.13	270	\$ 16,621.20
770085	SMART Tag Monthly Software Subscription per tablet - Electronic Vehicle Inspection Reporting Module for Tablet Driver Mobile Application.	\$ 2.74	270	\$ 8,877.60
770087	SMART Tag Monthly Software Subscription per tablet - Student Management (authorized load/unload) Module for Tablet Driver Mobile Application with Regular and Special Education Ridership Reporting.	\$ 2.74	270	\$ 8,877.60
770083	SMART Tag Monthly Software Subscription per tablet - Student Seating Charts Module for Tablet Driver App with Cloud Admin Portal Viewing.	\$ 2.74	270	\$ 8,877.60
770086	SMART Tag Monthly Software Subscription per tablet - Driver Messaging and Notifications Module.	\$ 2.74	270	\$ 8,877.60
770090	SMART Tag Monthly Software Subscription per campus - Campus Portal: Student Management.	\$ 10.20	43	\$ 5,263.20
770095	SMART Tag Monthly Service Subscription - Routing software database updates daily import/synchronization.	\$ 66.24	12	\$ 794.88

770096	SMART Tag Monthly Software + Service Subscription per tablet- Parent email Notifications Module (see Communication Pricing, pg 3).*	\$ 10.00	0	\$ -
770098	SMART Tag Monthly Software + Service Subscription per tablet - Parent text/sms Notifications Module (see Communication Pricing, pg 3).*	\$ 10.00	0	\$ -
770079	SMART Tag Monthly Software + Service Subscription per tablet - Database Maintenance/Updates/Feature Development/Technical Support for SMART Tag Tablet Driver Mobile App and all Cloud hosted services.	\$ 8.44	270	\$ 27,345.60
770034	\$75 hourly rate x 8 hours per Trainer for on-site training for drivers (Driver App) and Transportation Dept. staff (Admin Portal).	\$ 600.00	2	\$ 1,200.00
770029	\$75 hourly rate x 8 hours x 3 days per on-site Launch Team Member for overseeing/assisting drivers and staff during initial launch.	\$ 1,800.00	3	\$ 10,800.00
770032	Hardware installation of wiring, mount(s), Charging cradle, and RFID card reader on school bus.	\$ 160.00	300	\$ 48,000.00

One (1) year parts/labor warranty on all hardware except; tablet computer battery (6 months), and no warranty on screen. Installation not included.

**YEAR 1 TOTAL \$ 541,623.32**

\* Routing Software provider API access fees may also apply.

\*\* Any email or text/sms limitation overage for Parent Notifications will not be charged for Year 1.

## YEARS 2+

PART #	ITEM DESCRIPTION	BUYBOARD PER UNIT PRICE	# OF UNITS	LINE TOTAL
770082	SMART Tag Monthly Software Subscription per tablet - Base License for SMART Tag Tablet Driver Mobile Application.	\$ 5.13	270	\$ 16,621.20
770085	SMART Tag Monthly Software Subscription per tablet - Electronic Vehicle Inspection Reporting Module for Tablet Driver Mobile Application.	\$ 2.74	270	\$ 8,877.60
770087	SMART Tag Monthly Software Subscription per tablet - Student Management (authorized load/unload) Module for Tablet Driver Mobile Application with Regular and Special Education Ridership Reporting.	\$ 2.74	270	\$ 8,877.60
770083	SMART Tag Monthly Software Subscription per tablet - Student Seating Charts Module for Tablet Driver App with Cloud Admin Portal Viewing.	\$ 2.74	270	\$ 8,877.60
770086	SMART Tag Monthly Software Subscription per tablet - Driver Messaging and Notifications Module.	\$ 2.74	270	\$ 8,877.60
770095	SMART Tag Monthly Service Subscription - Routing software database updates daily import/synchronization.	\$ 66.24	12	\$ 794.88
770096	SMART Tag Monthly Software + Service Subscription per tablet- Parent email Notifications Module (see Communication Pricing, pg 3).	\$ 10.00	0	\$ -
770098	SMART Tag Monthly Software + Service Subscription per tablet - Parent text/sms Notifications Module (see Communication Pricing, pg 3).	\$ 10.00	0	\$ -
770079	SMART Tag Monthly Software + Service Subscription per tablet - Database Maintenance/Updates/Feature Development/Technical Support for SMART Tag Tablet Driver Mobile App and all Cloud hosted services.	\$ 8.44	270	\$ 27,345.60

**YEARS 2+ TOTAL \$ 80,272.08**

## COMMUNICATION PRICING

### Driver Alerts/Communications

- Unlimited Driver Alerts on the SMART tag tablet - FREE
- Unlimited Two-Way Driver Alerts on the SMART tag table - FREE
- Driver Text/SMS Notifications to their cell phone via Route Scheduling (500 text messages FREE\*\* per month, per active tablet, then \$10 per 500 text messages - billed monthly in \$10 increments)

### Parent Alerts/Notifications

- Parent Portal/Mobile App monthly access with activity/history view - FREE.
- Parent SMART Alerts via email (1,000 email messages FREE\* per month, per active tablet, then \$10 per one thousand messages exceeding the free messaging allowance - billed monthly in \$10 increments).
- Parent SMART Alerts/Notifications via text/SMS service (500 text messages FREE\*\* per month, per active tablet, then \$10 per 500 text messages - billed monthly in \$10 increments)
- Campus Dismissal Module (District optional) - Submission of attendance and after school dismissal changes - FREE unlimited submissions with license (per campus) of the Campus Dismissal Module.

### Campus Portal

- Campus Portal monthly access to view Bus Ridership, Bus GPS, Schedule adherence, Student Search - FREE.
- Campus Dismissal Module (District optional) - Submission of attendance and after school dismissal changes - FREE unlimited parent submissions with license (per campus) of the Dismissal Module.

\* The allocation of 1000 FREE email messages per active tablet, per month includes Parent and Administrator email messages. The combined total of Parent and Administrator email messages exceeding the FREE allocation each month will be invoiced at the rate of \$10 per 1000 email messages, rounded up to the nearest \$10 increment.

\*\* The allocation of 500 FREE Text/SMS messages per active tablet, per month includes both Driver text and Parent text messages. The combined total of driver and parent text messages exceeding the FREE allocation each month will be invoiced at the rate of \$10 per 500 text messages, rounded up to the nearest \$10 increment.

This is an exclusive quote for

### Lamar CISD

on the goods and services named,  
subject to the conditions noted below:

Pricing is valid for products and services purchased  
and implemented by the end of the calendar year: **2019**

Thank you  
for considering

  
**SMART**  
tag



**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
EDUCATIONAL ADMINISTRATIVE PROFESSIONALS' WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming April 22 – 26, 2019 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

April 22 – 26, 2019 is proclaimed as the National Administrative Professionals' Week. Educational Administrative Professionals are valuable members of educational teams in schools and contribute in many ways beyond their traditional function as an administrative assistant. Their assistance is invaluable in the daily activities of a school campus and the administrative operations of Lamar CISD.

Educational administrative professionals provide support for students and staff and are charged with providing accurate record keeping services which is highly important in an educational environment.

Educational administrative professionals serve as trusted communicators with parents and community members and their connection to the community fosters positive public relations for the District.

Submitted by: Mike Rockwood, Chief of Staff  
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, **educational administrative professionals** are valuable members of educational teams in schools and their administrative operations; and

WHEREAS, **educational administrative professionals** contribute in many ways beyond their most recognizable function as an administrative assistant; and

WHEREAS, their assistance is particularly important in the daily activities and operations of a school district; and

WHEREAS, **educational administrative professionals** serve our educational community by providing support for students and staff; and

WHEREAS, **educational administrative professionals** assist school and District personnel as trusted communicators with parents and community members; and

WHEREAS, their connection to the community aids in communication and positive public relations within the community;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 22 – 26, 2019 as **Educational Administrative Professionals' Week**, and encourages members of the Lamar Consolidated Independent School District staff and community to express appreciation to our **educational administrative professionals**.

Adopted this 21<sup>st</sup> day of March 2019.

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James Steenbergen, President

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Kathryn Kaminski, Secretary

**CONSIDER APPROVAL OF RESOLUTION  
PROCLAIMING LIBRARIANS' WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming the week of April 7-13, 2019 as Librarians' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Librarians are valuable members of the education team in Lamar CISD schools. Campus librarians contribute to the education of all students in many ways that extend beyond their most recognizable function as the resource director for each campus.

School librarians serve as instructors for early literature appreciation and share their knowledge of literature as an important learning tool.

School librarians provide information about additional instructional resources for teachers and students. Their assistance is especially important as students learn the research process as part of the learning process.

School librarians are also important resource persons in curriculum development, textbook selection and reviewing instructional materials. Their knowledge of instructional technology and educational programs serves as an additional resource for students and staff.

Submitted by: Mike Rockwood, Chief of Staff  
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent



## Resolution

WHEREAS, **school librarians** play a critical role in the education process through involvement in reading and research; and

WHEREAS; **school librarians** serve as an instructor for early literature appreciation and share a unique knowledge of literature as a way to learn and as a recreational pastime; and

WHEREAS, **school librarians** serve as a resource director for each campus, as well as provide instructional support for teachers and students; and

WHEREAS, **school librarians** teach students to use research as an extension of the learning process that will help students throughout their educational career; and

WHEREAS, **school librarians** play an important role in curriculum development, textbook selection and review of instructional materials; and

WHEREAS, **school librarians** maintain a knowledge of instructional technology and educational programs that serve as a resource to students and staff;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 7 – 13, 2019 as **Librarians' Week**, and encourages all members of the Lamar Consolidated Independent School District staff and community to express appreciation to our school librarians.

Adopted this 21<sup>st</sup> day of March 2019.

---

James Steenbergen, President

---

Kathryn Kaminski, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
PUBLIC SCHOOL VOLUNTEER APPRECIATION WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming the week of April 22 – 26, 2019 as Public School Volunteer Appreciation Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Parent and family involvement in children's lives is critical to their success as children and adults. Volunteering is one of the most important aspects of parent involvement in the public school setting.

Volunteers are invaluable to our schools, teachers and students by helping them greatly extend and increase their resources.

The goal of Public School Volunteer Appreciation Week is to call attention to the value of the many volunteers in our public schools and to show appreciation for the service that they provide.

Submitted by: Mike Rockwood, Chief of Staff  
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, parent and family involvement in children's lives is critical to their success as children and adults; and

WHEREAS, volunteering is one of the most important aspects of parent involvement; and

WHEREAS, volunteers are invaluable to our schools, teachers and students by greatly extending and increasing the District's resources; and

WHEREAS, the goal of Volunteer Appreciation Week is to bring a greater awareness and demonstrate appreciation for the many hours of labor provided by the volunteers in our schools;

THEREFORE, BE IT RESOLVED THAT the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 22 – 26, 2019 to be **Public School Volunteer Appreciation Week** in the Lamar Consolidated Independent School District.

Adopted this 21<sup>st</sup> day of March 2019.

---

James Steenbergen, President

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Kathryn Kaminski, Secretary

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE TRACK  
REPLACEMENT PROJECT AT TRAYLOR STADIUM**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for track replacement project at Traylor Stadium in the total amount of \$ 3,423 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

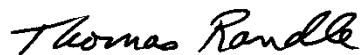
Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2011 available bond funds.

**PROGRAM DESCRIPTION:**

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of the construction for the track replacement at Traylor Stadium.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc

Recommended for approval:



Dr. Thomas Randle  
Superintendent

March 7, 2019

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

Subject: Proposal for Construction Materials Testing Services  
Lamar CISD Traylor Stadium Track Repair and Resurface  
4606 Mustang Avenue  
Rosenberg, Texas 77471  
Terracon Proposal No. P92191134

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 4606 Mustang Avenue in Rosenberg, Texas. The project involves the repair of an existing track and resurfacing.

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

- Construction drawings issued dated February 15, 2019 prepared by PBK Sports;
- Construction specification issued for GMP dated February 15, 2019 prepared by PBK Sports;

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:

1. Sample subgrade and base. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).

2. Perform density tests of the subgrade and base when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

**Asphalt Pavement:**

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

**Project Management/ Administration:**

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

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

**Special Inspections Letter:**

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

**Scheduling Retests:**

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



### C) REPORTING

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

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

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

### D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$3,423. 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.

**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 the opportunity to provide this proposal and look forward to working with you and your team on this project.

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



Jeremy P. Kettner  
Project Manager  
Materials Services



Mark D. Wells, P.E.  
Senior Materials Engineer

**Attachments:**

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



**BUDGET ESTIMATE  
LAMAR CISD TRAYLOR STADIUM TRACK REPAIR AND RESURFACE  
TERRACON PROPOSAL NO. P92191134**

<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
<b>SYNTHETIC TURF FIELD AND TRACK</b>				
<b>Earthwork Observation and Testing (Base and Subgrade)</b>				
Engineering Technician	24	hour	\$47.00	\$1,128.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	3	trip	\$50.00	\$150.00
Nuclear Gauge Charge	3	trip	\$60.00	\$180.00
Moisture Density Relationship (ASTM D698, D558)	1	each	\$150.00	\$150.00
Moisture Density Relationship (ASTM D1557)	1	each	\$175.00	\$175.00
Atterberg Limits (ASTM D4318)	1	each	\$50.00	\$50.00
			<b>Sub-total</b>	<b>\$1,833.00</b>
<b>Asphalt Observation and Testing (Track)</b>				
Engineering Technician	8	hour	\$47.00	\$376.00
Engineering Technician OT	2	hour	\$70.50	\$141.00
Vehicle Charge	1	trip	\$50.00	\$50.00
Nuclear Gauge Charge	1	trip	\$60.00	\$60.00
Extraction/Gradation (TEX 210F)	1	each	\$170.00	\$170.00
Stability (TEX 208F)	1	each	\$92.00	\$92.00
Bulk Density (TEX 206F)	1	each	\$52.00	\$52.00
Molding Specimens (TEX 208F)	1	each	\$61.00	\$61.00
Maximum Theoretical density (TEX 227F)	1	each	\$88.00	\$88.00
			<b>Sub-total</b>	<b>\$1,090.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	4	hour	\$125.00	\$500.00
			<b>Sub-total</b>	<b>\$500.00</b>
<b>Estimated Project Total</b>				<b>\$3,423</b>



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar CISD Traylor Stadium Track Repair and Resurface project ("Project"), as described in Consultant's Proposal dated 03/07/2019 ("Proposal"), including but not limited to the Project Information section, 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 Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties 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 \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas 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 Indemnity.** 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 supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **3/7/2019**

Name/Title: **Jeremy P Kettner / Project Manager I- Professional**

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

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

Email: **Jeremy.Kettner@terracon.com**

Client: **Lamar Consolidated Independent School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Address: **3911 Avenue I  
Rosenberg, Texas 77471**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE TURF PROJECT  
AT GEORGE RANCH HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for the turf project at George Ranch High School in the total amount of \$18,158 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 2017 available bond funds.

**PROGRAM DESCRIPTION:**

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

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent





March 6, 2019

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

Subject: Proposal for Construction Materials Testing Services  
Lamar CISD George Ranch HS Synthetic Turf Field  
8181 FM 762 Road  
Richmond, Texas 77469  
Terracon Proposal No. P92191132

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 8181 FM 762 Road in Richmond, Texas. The project involves the construction of a new synthetic turf field. The synthetic turf field consisted of 72-inches of select fill with the top 6-inches stabilized with lime. We understand that there will be some utilities and sitework associated with the project.

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

- Construction drawings issued dated February 15, 2019 prepared by PBK Sports;
- Construction specification issued for GMP dated February 15, 2019 prepared by PBK Sports;
- Geotechnical engineering report dated February 28, 2019 prepared by Terracon.

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:

1. Sample subgrade, select fill, trench backfill, treated pavement subgrade, and base. Prepare

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043

P [713] 690 8989 F [713] 690 8787 [terracon.com](http://terracon.com)

## Proposal for Construction Materials Testing Services

Lamar CISD George Ranch HS Synthetic Turf Field • Richmond, Texas

March 6, 2019 • Terracon Proposal No. P92191132



and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).

2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated subgrade.
5. Observe the chemical treatment process for the subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the field and track subgrades; and perform density tests of the subgrade, select fill, trench backfill, and base when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

### Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

## Proposal for Construction Materials Testing Services

Lamar CISD George Ranch HS Synthetic Turf Field ■ Richmond, Texas

March 6, 2019 ■ Terracon Proposal No. P92191132



### Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. 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.

### 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.

## Proposal for Construction Materials Testing Services

Lamar CISD George Ranch HS Synthetic Turf Field ■ Richmond, Texas

March 6, 2019 ■ Terracon Proposal No. P92191132



### 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.**

### C) REPORTING

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

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

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

### D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$18,158**. 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.



**Proposal for Construction Materials Testing Services**

Lamar CISD George Ranch HS Synthetic Turf Field ■ Richmond, Texas

March 6, 2019 ■ Terracon Proposal No. P92191132



**E) SITE ACCESS AND SAFETY**

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

**F) TESTING AND OBSERVATION**

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

**G) AUTHORIZATION**

This proposal may be accepted by executing the attached 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 the opportunity to provide this proposal and look forward to working with you and your team on this project.

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

Jeremy P. Kettner  
Project Manager  
Materials Services

Carlos De Las Cuevas, P.E.  
Senior Materials Engineer

**Attachments:**

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

**BUDGET ESTIMATE  
LAMAR CISD GEORGE RANCH HS SYNTHETIC TURF FIELD  
TERRACON PROPOSAL NO. P92191132**

<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
<b>SYNTHETIC TURF FIELD</b>				
<b>Earthwork Observation and Testing (Utility Backfill, Base, Subgrade, and Fill)</b>				
Engineering Technician	104	hour	\$47.00	\$4,888.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	13	trip	\$50.00	\$650.00
Nuclear Gauge Charge	13	trip	\$60.00	\$780.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Moisture Density Relationship (ASTM D1557)	1	each	\$175.00	\$175.00
Lime Series	1	each	\$300.00	\$300.00
Atterberg Limits (ASTM D4318)	65	each	\$50.00	\$3,250.00
Compressive Strength of Cement Stabilized Sand	15	each	\$60.00	\$480.00
			<b>Sub-total</b>	<b>\$11,123.00</b>
<b>Foundation Observation and Testing (Piers &amp; Supports)</b>				
Engineering Technician	12	hour	\$47.00	\$564.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	2	trip	\$50.00	\$100.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	8	each	\$16.00	\$128.00
Sample Pick-up	2	trip	\$120.00	\$240.00
			<b>Sub-total</b>	<b>\$1,032.00</b>
<b>Cast-in-Place Concrete Observation and Testing (Drains, Track Curbs, and Misc.)</b>				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	8	trip	\$50.00	\$400.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	32	each	\$16.00	\$512.00
Sample Pick-up	8	trip	\$120.00	\$960.00
			<b>Sub-total</b>	<b>\$4,128.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	15	hour	\$125.00	\$1,875.00
			<b>Sub-total</b>	<b>\$1,875.00</b>
<b>Estimated Project Total</b>				<b>\$18,158</b>

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar CISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar CISD George Ranch HS Synthetic Turf Field project ("Project"), as described in Consultant's Proposal dated 03/06/2019 ("Proposal"), including but not limited to the Project information section, 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 Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties 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 \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas 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 Indemnity.** 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 supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
By: CTD Jeremy P Kettner Date: **3/6/2019**  
Name/Title: **Jeremy P Kettner / Project Manager I-  
Professional**  
Address: **11555 Clay Rd, Ste 100  
Houston, TX 77043-1239**  
Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
Email: **Jeremy.Kettner@terracon.com**

Client: **Lamar CISD**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: **3911 Avenue I  
Rosenberg, Texas 77471**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE TURF PROJECT  
AT TERRY HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for the turf project at Terry High School in the total amount of \$ 18,602 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 2017 available bond funds.

**PROGRAM DESCRIPTION:**

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

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



March 6, 2019

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

Subject: Proposal for Construction Materials Testing Services  
Lamar CISD Terry HS Synthetic Turf Field  
5500 Avenue N  
Rosenberg, Texas 77471  
Terracon Proposal No. P92191131

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 5500 Avenue N in Rosenberg, Texas. The project involves the construction of a new synthetic turf field. The synthetic turf field consisted of 54-inches of select fill with the top 6-inches stabilized with lime. We understand that there will be some utilities and sitework associated with the project.

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

- Construction drawings issued dated February 15, 2019 prepared by PBK Sports;
- Construction specification issued for GMP dated February 15, 2019 prepared by PBK Sports;
- Geotechnical engineering report dated February 27, 2019 prepared by Terracon.

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:**

1. Sample subgrade, select fill, trench backfill, treated pavement subgrade, and base. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043  
P [713] 690 8989 F [713] 690 8787 terracon.com

## Proposal for Construction Materials Testing Services

Lamar CISD Terry HS Synthetic Turf Field ■ Rosenberg, Texas

March 6, 2019 ■ Terracon Proposal No. P92191131



D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).

2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated subgrade.
5. Observe the chemical treatment process for the subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the field and track subgrades; and perform density tests of the subgrade, select fill, trench backfill, and base when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

### Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

## Proposal for Construction Materials Testing Services

Lamar CISD Terry HS Synthetic Turf Field ■ Rosenberg, Texas

March 6, 2019 ■ Terracon Proposal No. P92191131



### Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. 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.

### Asphalt Pavement:

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



**Project Management/ Administration:**

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

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

**Special Inspections Letter:**

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

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**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.**

**C) REPORTING**

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

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

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

**D) COMPENSATION**

Based on the project information available for our review, we propose an estimate cost of **\$18,602**. 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.

**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.

**Proposal for Construction Materials Testing Services**

Lamar CISD Terry HS Synthetic Turf Field ■ Rosenberg, Texas

March 6, 2019 ■ Terracon Proposal No. P92191131



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 the opportunity to provide this proposal and look forward to working with you and your team on this project.

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

A blue ink signature of Jeremy P. Kettner, written in a cursive style.

Jeremy P. Kettner  
Project Manager  
Materials Services

A blue ink signature of Carlos De Las Cuevas, written in a cursive style.

Carlos De Las Cuevas, P.E.  
Senior Materials Engineer

**Attachments:**

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

**BUDGET ESTIMATE  
LAMAR CISD TERRY HS SYNTHETIC TURF SPORT FIELD  
TERRACON PROPOSAL NO. P92191131**

<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
<b>SYNTHETIC TURF FIELD AND TRACK</b>				
<b>Earthwork Observation and Testing (Utility Backfill, Base, Subgrade, and Fill)</b>				
Engineering Technician	96	hour	\$47.00	\$4,512.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	12	trip	\$50.00	\$600.00
Nuclear Gauge Charge	12	trip	\$60.00	\$720.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Moisture Density Relationship (ASTM D1557)	1	each	\$175.00	\$175.00
Lime Series	1	each	\$300.00	\$300.00
Atterberg Limits (ASTM D4318)	35	each	\$50.00	\$1,750.00
Compressive Strength of Cement Stabilized Sand	15	each	\$60.00	\$480.00
			<b>Sub-total</b>	<b>\$9,137.00</b>
<b>Foundation Observation and Testing (Piers &amp; Supports)</b>				
Engineering Technician	12	hour	\$47.00	\$564.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	2	trip	\$50.00	\$100.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	8	each	\$16.00	\$128.00
Sample Pick-up	2	trip	\$120.00	\$240.00
			<b>Sub-total</b>	<b>\$1,032.00</b>
<b>Cast-in-Place Concrete Observation and Testing (Drains, Track Curbs, and Misc.)</b>				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	8	trip	\$50.00	\$400.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	32	each	\$16.00	\$512.00
Sample Pick-up	8	trip	\$120.00	\$960.00
			<b>Sub-total</b>	<b>\$4,128.00</b>
<b>Asphalt Observation and Testing (Track)</b>				
Engineering Technician	16	hour	\$47.00	\$752.00
Engineering Technician OT	4	hour	\$70.50	\$282.00
Vehicle Charge	2	trip	\$50.00	\$100.00
Nuclear Gauge Charge	2	trip	\$60.00	\$120.00
Extraction/Gradation (TEX 210F)	2	each	\$170.00	\$340.00
Stability (TEX 208F)	2	each	\$92.00	\$184.00
Bulk Density (TEX 206F)	2	each	\$52.00	\$104.00
Molding Specimens (TEX 208F)	2	each	\$61.00	\$122.00
Maximum Theoretical density (TEX 227F)	2	each	\$88.00	\$176.00
			<b>Sub-total</b>	<b>\$2,180.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	17	hour	\$125.00	\$2,125.00
			<b>Sub-total</b>	<b>\$2,125.00</b>
<b>Estimated Project Total</b>				<b>\$18,602</b>

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar CISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar CISD Terry HS Synthetic Turf Field project ("Project"), as described in Consultant's Proposal dated 03/06/2019 ("Proposal"), including but not limited to the Project Information section, 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 Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties 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 \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas 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 Indemnity.** 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 supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.  
By:  Date: 3/6/2019  
Name/Title: Jeremy F Kettner / Project Manager I-  
Professional  
Address: 11555 Clay Rd, Ste 100  
Houston, TX 77043-1239  
Phone: (713) 690-8989 Fax: (713) 690-8787  
Email: Jeremy.Kettner@terracon.com

Client: Lamar CISD  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: 3911 Avenue I  
Rosenberg, Texas 77471  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE TRACK AND TURF  
PROJECT AT FOSTER HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for the track and turf project at Foster High School in the total amount of \$ 23,165 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

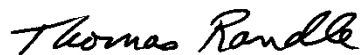
Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2017 available bond funds.

**PROGRAM DESCRIPTION:**

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

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc

Recommended for approval:



Dr. Thomas Randle  
Superintendent



March 6, 2019

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

Subject: Proposal for Construction Materials Testing Services  
Lamar CISD Foster HS Synthetic Turf Field and Track  
4400 FM 723 Road  
Richmond, Texas 77406  
Terracon Proposal No. P92191129

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 4400 FM 723 Road in Richmond, Texas. The project involves the construction of a new synthetic turf field and track. The synthetic turf field consisted of 48-inches of select fill with the top 6-inches stabilized with lime. The track will consist of 48-inches of select fill with the top 12-inches stabilized with lime. Then 6-inches of base will be placed on the stabilized subgrade, then topped with 1.5-inches of HMAC base and 1.5-inches of Type D HMAC finish course. We understand that there will be some utilities and sitework associated with the project.

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

- Construction drawings issued dated February 15, 2019 prepared by PBK Sports;
- Construction specification issued for GMP dated February 15, 2019 prepared by PBK Sports;
- Geotechnical engineering report dated February 27, 2019 prepared by Terracon.

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:**

1. Sample subgrade, select fill, trench backfill, treated pavement subgrade, and base. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated subgrade.
5. Observe the chemical treatment process for the subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the field and track subgrades; and perform density tests of the subgrade, select fill, trench backfill, and base when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

**Foundations:**

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

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

**Cast-in-Place Concrete:**

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. 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.

**Asphalt Pavement:**

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

**Project Management/ Administration:**

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

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

**Special Inspections Letter:**

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

**Scheduling Retests:**

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

**C) REPORTING**

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

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

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

## Proposal for Construction Materials Testing Services

Lamar CISD Foster HS Field and Track ■ Richmond, Texas

March 6, 2019 ■ Terracon Proposal No. P92191129



### D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$23,165**. 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.

### 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.

**Proposal for Construction Materials Testing Services**  
Lamar CISD Foster HS Field and Track ■ Richmond, Texas  
March 6, 2019 ■ Terracon Proposal No. P92191129



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 the opportunity to provide this proposal and look forward to working with you and your team on this project.

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

A blue ink signature of Jeremy P. Kettner, written in a cursive style.

Jeremy P. Kettner  
Project Manager  
Materials Services

A blue ink signature of Carlos De Las Cuevas, written in a cursive style.

Carlos De Las Cuevas, P.E.  
Senior Materials Engineer

**Attachments:**

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

**BUDGET ESTIMATE  
LAMAR CISD FOSTER HS SYNTHETIC TURF SPORT FIELD AND TRACK  
TERRACON PROPOSAL NO. P92191129**

<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
<b>SYNTHETIC TURF FIELD AND TRACK</b>				
<b>Earthwork Observation and Testing (Utility Backfill, Base, Subgrade, and Fill)</b>				
Engineering Technician	64	hour	\$47.00	\$3,008.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	8	trip	\$50.00	\$400.00
Nuclear Gauge Charge	8	trip	\$60.00	\$480.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Moisture Density Relationship (ASTM D1557)	1	each	\$175.00	\$175.00
Lime Series	1	each	\$300.00	\$300.00
Atterberg Limits (ASTM D4318)	25	each	\$50.00	\$1,250.00
Compressive Strength of Cement Stabilized Sand	8	each	\$60.00	\$480.00
			<b>Sub-total</b>	<b>\$6,693.00</b>
<b>Foundation Observation and Testing (Piers &amp; Supports)</b>				
Engineering Technician	12	hour	\$47.00	\$564.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	2	trip	\$50.00	\$100.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	8	each	\$16.00	\$128.00
Sample Pick-up	2	trip	\$120.00	\$240.00
			<b>Sub-total</b>	<b>\$1,032.00</b>
<b>Cast-in-Place Concrete Observation and Testing (Drains, Track Curbs, and Misc.)</b>				
Engineering Technician	90	hour	\$47.00	\$4,230.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	15	trip	\$50.00	\$750.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	60	each	\$16.00	\$960.00
Sample Pick-up	15	trip	\$120.00	\$1,800.00
			<b>Sub-total</b>	<b>\$7,740.00</b>
<b>Asphalt Observation and Testing (Track)</b>				
Engineering Technician	40	hour	\$47.00	\$1,880.00
Engineering Technician OT	10	hour	\$70.50	\$705.00
Vehicle Charge	5	trip	\$50.00	\$250.00
Nuclear Gauge Charge	5	trip	\$60.00	\$300.00
Extraction/Gradation (TEX 210F)	5	each	\$170.00	\$850.00
Stability (TEX 208F)	5	each	\$92.00	\$460.00
Bulk Density (TEX 206F)	5	each	\$52.00	\$260.00
Molding Specimens (TEX 208F)	5	each	\$61.00	\$305.00
Maximum Theoretical density (TEX 227F)	5	each	\$88.00	\$440.00
			<b>Sub-total</b>	<b>\$5,450.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	18	hour	\$125.00	\$2,250.00
			<b>Sub-total</b>	<b>\$2,250.00</b>
<b>Estimated Project Total</b>				<b>\$23,165</b>



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar CISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar CISD Foster HS Synthetic Turf Field and Track project ("Project"), as described in Consultant's Proposal dated 03/06/2019 ("Proposal"), including but not limited to the Project Information section, 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 Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties 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 \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas 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 Indemnity.** 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 supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
By: *Jeremy P Kettner* Date: **3/6/2019**  
Name/Title: **Jeremy P Kettner / Project Manager I-  
Professional**  
Address: **11555 Clay Rd, Ste 100  
Houston, TX 77043-1239**  
Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
Email: **Jeremy.Kettner@terracon.com**

Client: **Lamar CISD**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: **3911 Avenue I  
Rosenberg, Texas 77471**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE TURF PROJECT  
AT FULSHEAR HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for the turf project at Fulshear High School in the total amount of \$ 17,250 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

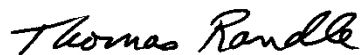
Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2017 available bond funds.

**PROGRAM DESCRIPTION:**

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

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



March 6, 2019

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

Subject: Proposal for Construction Materials Testing Services  
Lamar CISD Fulshear HS Synthetic Turf Field  
9302 Charger Way  
Fulshear, Texas 77441  
Terracon Proposal No. P92191130

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 9302 Charger Way in Fulshear, Texas. The project involves the construction of a new synthetic turf field. The synthetic turf field consisted of 42-inches of select fill with the top 6-inches stabilized with lime. We understand that there will be some utilities and sitework associated with the project.

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

- Construction drawings issued dated February 15, 2019 prepared by PBK Sports;
- Construction specification issued for GMP dated February 15, 2019 prepared by PBK Sports;
- Geotechnical engineering report dated February 28, 2019 prepared by Terracon.

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:

1. Sample subgrade, select fill, trench backfill, treated pavement subgrade, and base. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM

## Proposal for Construction Materials Testing Services

Lamar CISD Fulshear HS Synthetic Turf Field ■ Fulshear, Texas

March 6, 2019 ■ Terracon Proposal No. P92191130



D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).

2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated subgrade.
5. Observe the chemical treatment process for the subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the field and track subgrades; and perform density tests of the subgrade, select fill, trench backfill, and base when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

### Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

**Cast-in-Place Concrete:**

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. 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.

**Project Management/ Administration:**

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

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

**Special Inspections Letter:**

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

**Scheduling Retests:**

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

**C) REPORTING**

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

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

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

**D) COMPENSATION**

Based on the project information available for our review, we propose an estimate cost of **\$17,250**. 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.

**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 the opportunity to provide this proposal and look forward to working with you and your team on this project.

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



Jeremy P. Kettner  
Project Manager  
Materials Services



Carlos De Las Cuevas, P.E.  
Senior Materials Engineer

**Attachments:**

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



**BUDGET ESTIMATE  
LAMAR CISD FULSHEAR HS SYNTHETIC TURF FIELD  
TERRACON PROPOSAL NO. P92191130**

<b>Service</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Estimate</b>
<b>SYNTHETIC TURF FIELD</b>				
<b>Earthwork Observation and Testing (Utility Backfill, Base, Subgrade, and Fill)</b>				
Engineering Technician	88	hour	\$47.00	\$4,136.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	11	trip	\$50.00	\$550.00
Nuclear Gauge Charge	11	trip	\$60.00	\$660.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Moisture Density Relationship (ASTM D1557)	1	each	\$175.00	\$175.00
Lime Series	1	each	\$300.00	\$300.00
Atterberg Limits (ASTM D4318)	25	each	\$50.00	\$1,250.00
Compressive Strength of Cement Stabilized Sand	8	each	\$60.00	\$480.00
			<b>Sub-total</b>	<b>\$8,151.00</b>
<b>Foundation Observation and Testing (Piers &amp; Supports)</b>				
Engineering Technician	12	hour	\$47.00	\$564.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	2	trip	\$50.00	\$100.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	8	each	\$16.00	\$128.00
Sample Pick-up	2	trip	\$120.00	\$240.00
			<b>Sub-total</b>	<b>\$1,032.00</b>
<b>Cast-in-Place Concrete Observation and Testing (Drains, Track Curbs, and Misc.)</b>				
Engineering Technician	72	hour	\$47.00	\$3,384.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	12	trip	\$50.00	\$600.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	48	each	\$16.00	\$768.00
Sample Pick-up	12	trip	\$120.00	\$1,440.00
			<b>Sub-total</b>	<b>\$6,192.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	15	hour	\$125.00	\$1,875.00
			<b>Sub-total</b>	<b>\$1,875.00</b>
<b>Estimated Project Total</b>				<b>\$17,250</b>



**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lamar CISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar CISD Fulshear HS Synthetic Turf Field project ("Project"), as described in Consultant's Proposal dated 03/06/2019 ("Proposal"), including but not limited to the Project Information section, 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 Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties 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 \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas 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 Indemnity.** 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 supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.  
By:  Date: 3/6/2019  
Name/Title: Jeremy P. Kettner / Project Manager I-  
Professional  
Address: 11555 Clay Rd, Ste 100  
Houston, TX 77043-1239  
Phone: (713) 690-8989 Fax: (713) 690-8787  
Email: Jeremy.Kettner@terracon.com

Client: Lamar CISD  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: 3911 Avenue I  
Rosenberg, Texas 77471  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CONSIDER APPROVAL OF MATERIALS TESTING  
FOR TAMARRON ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for Tamarron Elementary School in the total amount of \$65,200 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 the specifications. These reports are crucial in verifying the quality of the construction of Tamarron Elementary School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc

Recommended for approval:



Dr. Thomas Randle  
Superintendent





February 28, 2019

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

Subject: Proposal for Construction Materials Testing Services  
LCISD Tamarron Elementary School  
Tamarron Parkway and Tamarron Trace  
Katy, Texas  
Terracon Proposal No. P92191115 Rev.1

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 near the Southwest corner of the intersection of Tamarron Parkway and Tamarron Trace in Katy, Texas. The project involves the construction of a single-story building with a footprint area of about 120,000 square feet and adjacent surface pavements. The building foundation will consist of drilled-and-underreamed footings. The slabs at grade will be supported by structurally suspended and supported slab system. The superstructure will consist of structural steel and CMU. We understand that there will be some utilities and sitework associated with the project.

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

- Construction drawings issued dated February 7, 2019 prepared by VLK Architects;
- Construction specification issued for GMP dated February 7, 2019 prepared by VLK Architects;
- Geotechnical engineering report dated February 7, 2019 prepared by Terracon.

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:

## Proposal for Construction Materials Testing Services

LCISD Tamarron Elementary School ■ Katy, Texas

February 28, 2019 ■ Terracon Proposal No. P92191115 Rev.1



### Earthwork:

1. Sample building pad subgrade, building pad select fill, trench backfill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building subgrade, building pad select fill, trench backfill, when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

### Foundations:

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



## Proposal for Construction Materials Testing Services

LCISD Tamarron Elementary School ■ Katy, Texas

February 28, 2019 ■ Terracon Proposal No. P92191115 Rev.1



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

### Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. 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 mortar and 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.

### Structural Steel Welded and Bolted Connections:

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

## Proposal for Construction Materials Testing Services

LCISD Tamarron Elementary School ■ Katy, Texas

February 28, 2019 ■ Terracon Proposal No. P92191115 Rev.1



2. 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.
3. Utilize the Skidmore Wilhelm device to assist in determining the load capacity of delivered fasteners where slip critical connections are specified. Terracon recommends that this service be scheduled prior to erection. After the bolted sections are installed we will verify that the types of fasteners are as specified, and that the appropriate tensioning method is utilized.
4. Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.

### **Spray-Applied Fireproofing Materials:**

Measure fireproofing thickness of in place fireproofing material; sample fireproofing material to determine in-place density by displacement method; and measure adhesion cohesion of the fireproofing material. Terracon will test the fireproofing in accordance with the frequency and testing standards referenced in the IBC code noted in the project documents (ASTM E605 and ASTM E736).

### **Project Management/ Administration:**

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

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

### **Special Inspections Letter:**

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

### **Scheduling Retests:**

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



## Proposal for Construction Materials Testing Services

LCISD Tamarron Elementary School ■ Katy, Texas

February 28, 2019 ■ Terracon Proposal No. P92191115 Rev.1



as a result of a lack of retesting.

### C) REPORTING

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

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

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

### D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$65,200. 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

**Proposal for Construction Materials Testing Services**

LCISD Tamarron Elementary School ■ Katy, Texas

February 28, 2019 ■ Terracon Proposal No. P92191115 Rev.1



responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

**F) TESTING AND OBSERVATION**

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


**G) AUTHORIZATION**

This proposal may be accepted by executing the attached 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 the opportunity to provide this proposal and look forward to working with you and your team on this project.

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

  
Jeremy P. Kettner  
Project Manager  
Materials Services

  
Mark D. Wells, P.E.  
Senior Materials Engineer

**Attachments:**

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



**BUDGET ESTIMATE  
LCISD TAMARRON ELEMENTARY SCHOOL  
TERRACON PROPOSAL NO. P92191115 Rev.1**

Service	Quantity	Unit	Unit Rate	Estimate
<b>BUILDING STRUCTURE</b>				
<b>Earthwork Observation and Testing. (Building Subgrade and Fill Compaction/Testing)</b>				
Engineering Technician	64	hour	\$47.00	\$3,008.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	8	trip	\$50.00	\$400.00
Nuclear Gauge Charge	8	trip	\$60.00	\$480.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Atterberg Limits (ASTM D4318)	4	each	\$50.00	\$200.00
			<b>Sub-total</b>	<b>\$4,688.00</b>
<b>Foundation Observation and Testing (Piers, Grade Beams and Slab)</b>				
Engineering Technician	112	hour	\$47.00	\$5,264.00
Engineering Technician, OT	56	hour	\$70.50	\$3,948.00
Vehicle Charge	28	trip	\$50.00	\$1,400.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	280	each	\$16.00	\$4,480.00
Sample Pick-up	28	trip	\$120.00	\$3,360.00
			<b>Sub-total</b>	<b>\$18,452.00</b>
<b>Masonry Observation and Testing</b>				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Mortar Cubes (ASTM C109) 6/set	6	set	\$120.00	\$720.00
Grout Prisms (ASTM C1019) 6/set	6	set	\$120.00	\$720.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Sample Pick-up	6	trip	\$120.00	\$720.00
			<b>Sub-total</b>	<b>\$4,716.00</b>
<b>Structural Steel Inspection</b>				
Engineering Technician	75	hour	\$100.00	\$7,500.00
Vehicle Charge	15	trip	\$50.00	\$750.00
Ultrasonic Equipment	5	day	\$125.00	\$625.00
			<b>Sub-total</b>	<b>\$8,875.00</b>
<b>Fireproofing Observation and Testing</b>				
Engineering Technician	24	hour	\$47.00	\$1,128.00
Engineering Technician, OT	12	hour	\$70.50	\$846.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Adhesion/Cohesion (ASTM E736)	12	each	\$25.00	\$300.00
Dry Density (ASTM E605)	12	each	\$25.00	\$300.00
			<b>Sub-total</b>	<b>\$2,874.00</b>

**BUDGET ESTIMATE  
LCISD TAMARRON ELEMENTARY SCHOOL  
TERRACON PROPOSAL NO. P92191115 Rev.1**

Service	Quantity	Unit	Unit Rate	Estimate
<b>SITework OBSERVATION AND TESTING</b>				
<b>Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)</b>				
Engineering Technician	120	hour	\$47.00	\$5,640.00
Engineering Technician, OT	30	hour	\$70.50	\$2,115.00
Vehicle Charge	15	day	\$50.00	\$750.00
Nuclear Gauge Charge	15	day	\$60.00	\$900.00
Lime Determination	1	each	\$275.00	\$275.00
Compressive Strength of Cement Stabilized Sand	12	each	\$60.00	\$720.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Atterberg Limits (ASTM D4318)	4	each	\$50.00	\$200.00
			<b>Sub-total</b>	<b>\$11,200.00</b>
<b>Cast-in-Place Concrete Observation and Testing (Driveway, Parking Lot Paving, and Misc.)</b>				
Engineering Technician	40	hour	\$47.00	\$1,880.00
Engineering Technician, OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	10	day	\$50.00	\$500.00
Concrete Test Cylinders (ASTM C39)	80	each	\$16.00	\$1,280.00
Sample Pick-up	10	trip	\$120.00	\$1,200.00
			<b>Sub-total</b>	<b>\$6,270.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	65	hour	\$125.00	\$8,125.00
			<b>Sub-total</b>	<b>\$8,125.00</b>
<b>Estimated Project Total</b>				<b>\$65,200</b>



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Tamarron Elementary School project ("Project"), as described in Consultant's Proposal dated 02/28/2019 ("Proposal"), including but not limited to the Project Information section, 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 Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties 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.**



- 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 Texas 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 Indemnity.** 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 supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **2/28/2019**  
Name/Title: **Jeremy E. Kettner / Project Manager I- Professional**  
Address: **11555 Clay Rd, Ste 100  
Houston, TX 77043-1239**  
Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
Email: **Jeremy.Kettner@terracon.com**

Client: **Lamar Consolidated Independent School District**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **James Steenbergen / Board President**  
Address: **3911 Avenue I  
Rosenberg, Texas 77471**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES**

**RECOMMENDATION:**

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for various projects in the total amount of \$10,400 and authorize the Board President to execute the agreements.

**IMPACT/RATIONALE:**

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or other hazardous materials present. Funds for these projects were allocated within the 2017 Bond Budget.

• Terry High Serving Lines	\$800.00
• George Junior High Serving Lines	\$800.00
• Williams Elementary Renovations	\$800.00
• Campbell Elementary Improvements	\$800.00
• Navarro Middle Improvements	\$800.00
• Wessendorff Middle Improvements	\$800.00
• Austin Elementary Cooler/Freezer	\$800.00
• Pink Elementary Cooler/Freezer	\$800.00
• Huggins Elementary Cooler/Freezer	\$800.00
• Seguin Early Childhood Center Cooler/Freezer	\$800.00
• Taylor Ray Elementary Cooler/Freezer	\$800.00
• Travis Elementary Cooler/Freezer	\$800.00
• Beasley Elementary Cooler/Freezer Replacement	\$800.00

**PROGRAM DESCRIPTION:**

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By:       Leslie Haack, Deputy Superintendent of Support Services  
                          Kevin McKeever, Executive Director Facilities & Planning  
                          Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



February 27, 2019

Sent via email: scot.hartfiel@lcsd.org

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for 3 serving line renovations  
B. F. Terry High School  
5500 Avenue N, Rosenberg, Texas  
ESI Proposal No. 19022726**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the 3 serving line renovations at the B. F. Terry High School located at 5500 Avenue N in Rosenberg, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on two and one-half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other

service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However, ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022726 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: scot.hartfiel@lcisd.org

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the 2 Serving Line Renovations  
George Junior High School  
4601 Airport Ave, Rosenberg, Texas  
ESI Proposal No. 19022727**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the 2 serving line renovations at the George Junior High School located at 4601 Airport Ave in Rosenberg, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on two and one-half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other

service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However, ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022727 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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



February 27, 2019

Sent via email: scot.hartfiel@lcisd.org

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Entry, Sprinkler, Carpet, Cooler Freezer Replacement  
Manford Williams Elementary School  
5111 FM 762 Rd, Richmond, Texas  
ESI Proposal No. 19022728**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the front entry, fire sprinkler system add, campus carpet replacement, kitchen cooler freezer replacement at the Manford Williams Elementary School located at 5111 FM 762 Rd in Richmond, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates

of confirmed ACMs.

### Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

### Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

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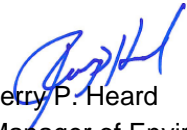
The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that

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We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022728 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: [scot.hartfiel@lcsid.org](mailto:scot.hartfiel@lcsid.org)

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Carpet and Vinyl Wall Covering Replacement  
Campbell Elementary School  
1000 Shadow Bend Dr, Sugar Land, Texas  
ESI Proposal No. 19022729**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the campus carpet replacement and campus vinyl wall covering replacement at the Campbell Elementary School located at 1000 Shadow Bend Dr in Sugar Land, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

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The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other



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We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022729 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: [scot.hartfiel@lcsid.org](mailto:scot.hartfiel@lcsid.org)

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Campus Carpet and Intercom Replacement  
Navarro Middle School  
4700 Avenue N, Rosenberg, Texas  
ESI Proposal No. 19022730**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the campus carpet and intercom replacement at the Navarro Middle School located at 4700 Avenue N in Rosenberg, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

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## Project Terms

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Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022730 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: scot.hartfiel@lcisd.org

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Campus Carpet and Vinyl Wall Covering Replacement  
Wessendorff Middle School  
5201 Mustang Ave, Rosenberg, Texas  
ESI Proposal No. 19022731**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the campus carpet and vinyl wall covering replacement at the Wessendorff Middle School located at 5201 Mustang Ave in Rosenberg, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

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**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.



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Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However, ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022731 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: [scot.hartfiel@lcisd.org](mailto:scot.hartfiel@lcisd.org)

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Cooler and Freezer Replacement  
Austin Elementary School  
1630 Pitts Rd, Richmond, Texas  
ESI Proposal No. 19022732**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the cooler and freezer replacement at the Austin Elementary School located at 1630 Pitts Rd in Richmond, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on two and one-half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has

knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

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We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,

**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022732 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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



February 27, 2019

Sent via email: [scot.hartfiel@lcsid.org](mailto:scot.hartfiel@lcsid.org)

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Cooler / Freezer Replacement  
Pink Elementary School  
1001 Collins Rd, Richmond, Texas  
ESI Proposal No. 19022733**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the cooler / freezer replacement at the Pink Elementary School located at 1001 Collins Rd in Richmond, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

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The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other

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We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022733 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: [scot.hartfiel@lcsid.org](mailto:scot.hartfiel@lcsid.org)

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Cooler / Freezer Replacement  
Huggins Elementary School  
1 Huggins Dr, Fulshear, Texas  
ESI Proposal No. 19022734**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the cooler / freezer replacement at the Huggins Elementary School located at 1 Huggins Dr in Fulshear, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

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We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022734 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: scot.hartfiel@lcsid.org

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Cooler / Freezer Replacement  
Juan Seguin Early Childhood Center  
605 Mabel St, Richmond, Texas  
ESI Proposal No. 19022735**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the cooler / freezer replacement at the Juan Seguin Early Childhood Center located at 605 Mabel St in Richmond, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

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Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022735 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: scot.hartfiel@lcsd.org

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Cooler / Freezer Replacement  
Taylor Ray Elementary School  
2611 Avenue N, Rosenberg, Texas  
ESI Proposal No. 19022736**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the cooler / freezer replacement at the Taylor Ray Elementary School located at 2611 Avenue N in Rosenberg, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.



## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on two and one-half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other

service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However, ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022736 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: scot.hartfiel@lcisd.org

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Cooler / Freezer Replacement  
Travis Elementary School  
2700 Avenue K, Rosenberg, Texas  
ESI Proposal No. 19022737**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the cooler / freezer replacement at the Travis Elementary School located at 2700 Avenue K in Rosenberg, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on two and one-half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other

service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However, ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022737 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

February 27, 2019

Sent via email: scot.hartfiel@lcisd.org

Mr. Scot A. Hartfiel, AIA  
Project Manager  
Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey for the Cooler / Freezer Replacement  
Beasley Elementary School  
7511 Avenue J, Beasley, Texas  
ESI Proposal No. 19022738**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar Consolidated I.S.D. Services requested include performing an asbestos survey for the cooler / freezer replacement at the Beasley Elementary School located at 7511 Avenue J in Beasley, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.



## Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$680 to \$800**.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar Consolidated I.S.D., without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

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service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However, ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Jerry P. Heard  
Manager of Environmental Services

JPH (19022738 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D.**

By: \_\_\_\_\_

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

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

**CONSIDER APPROVAL OF CSP #06-2019PBK FOR  
SYNTHETIC TURF SPORTS FIELDS AND TRACKS**

**RECOMMENDATION:**

That the Board of Trustees approve Hellas Construction for the construction of synthetic turf sports fields and tracks in the amount of \$6,296,816 and field turf in the amount of \$603,123 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Competitive Sealed Proposal #06-2019PBK was solicited for the construction of synthetic turf sports fields and tracks. Four (4) proposals were received on March 7, 2019. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Rice & Gardner and PBK Sports recommend the contract for construction be awarded to the highest ranked firm. These funds were allocated within the 2017 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 construction of synthetic turf sports fields and tracks will begin.

Submitted By: Leslie Haack, Deputy Superintendent for Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**PROPOSAL TABULATION SHEET**

**Synthetic Turf Sports Fields & Tracks  
Lamar Consolidated Independent School District**



Proposal Date/Time: Thursday, March 7, 2019 at 3:00 p.m.  
LCISD CSP: 06-2019PBK  
PBK Sports Project No.: 18324SP

Description / General Contractor	FieldTurf	Hellas Construction	Paragon Sports Constructors	Symmerty Turf (AstroTurf)
<b>Proposal Bond</b>	Y	Y	Y	Y
<b>Addenda Acknowledged (1)</b>	Y	Y	Y	Y
<b>Base Proposal "A":</b> Foster High School Synthetic Turf Sports Field & Track (Pkg. A)	\$2,334,819	\$1,878,800.00	\$2,137,000.00	\$1,914,123.00
<b>Base Proposal "B":</b> Fulshear High School Synthetic Turf Sports Field (Pkg. B)	\$1,029,596	\$1,146,300.00	\$1,229,500.00	\$1,156,189.00
<b>Base Proposal "C":</b> George Ranch High School Synthetic Sports Field (Pkg. C)	\$1,020,302	\$1,116,000.00	\$1,220,400.00	\$1,147,705.00
<b>Base Proposal "D":</b> Terry High School Synthetic Turf Sports Field & Track Dzone (Pkg. D.)	\$1,191,680	\$1,246,600.00	\$1,402,400.00	\$1,271,566.00
<b>Base Proposal "E":</b> Traylor Stadium Track Resurfacing (Pkg. E.)	\$456,163	\$486,065.00	\$525,400.00	\$521,525.00
	<b>\$6,032,560</b>	<b>\$5,873,765</b>	<b>\$6,514,700</b>	<b>\$6,011,108</b>
<b>Alternate No. 1:</b> 10mm Full-pour Track Surfacing (in lieu of Sealed Structural Spray) at Foster High School Track (Pkg. A)	\$97,811	\$100,000	\$76,500	\$99,856
<b>Alternate No. 2:</b> Restripe George Ranch High School Track & Events (Pkg. C)	\$21,031	\$11,600	\$11,700	\$10,132
<b>Alternate No. 3:</b> Restripe Terry High School Track & Events	\$19,761	\$11,600	\$11,700	\$10,132
<b>Alternate No. 4:</b> Mill 2" of track asphalt and install 2" new track asphalt on oval and dzones at Traylor Stadium Track (Pkg. E.)	\$146,970	\$108,000	\$152,400	\$134,113
<b>Alternate No. 5A:</b> 10mm Regupol Abzorb Shock Pad at Foster High School Turf Field (Pkg. A)	No Bid	\$151,922	\$57,300	\$102,793
<b>Alternate No. 5B:</b> 19mm Elastic Layer Shock Pad at Foster High School Turf Field (Pkg. A)	\$175,823	\$151,922	\$111,900	\$141,180
<b>Alternate No. 5C:</b> Brock Power/base/Pro Shock Pad at Foster High School Turf Field (Pkg. A)	No Bid	\$193,187	\$75,000	\$193,090
<b>Alternate No. 6A:</b> 10mm Regupol Abzorb Shock Pad at Fulshear High School Turf Field (Pkg. B)	No Bid	\$156,376	\$57,100	\$106,096
<b>Alternate No. 6B:</b> 19mm Elastic Layer Shock Pad at Fulshear High School Turf Field (Pkg. B)	\$180,505	\$156,376	\$107,000	\$145,688
<b>Alternate No. 6C:</b> Brock/Powerbase/Pro Shock Pad at Fulshear High School Turf Field (Pkg. B)	No Bid	\$199,673.00	\$78,700.00	\$198,392.00
<b>Alternate No. 7A:</b> 10mm Regupol Abzorb Shock Pad at George Ranch High School Turf Field (Pkg. C)	No Bid	\$155,634	\$57,000	\$105,513
<b>Alternate No. 7B:</b> 19mm Elastic Layer Shock Pad at George Ranch High School Turf Field (Pkg. C)	\$180,479	\$155,634	\$107,000	\$144,893
<b>Alternate No. 7C:</b> Brock Powerbase/Pro Pad at George Ranch High School Turf Field (Pkg. C)	No Bid	\$197,630	\$78,800	\$197,280
<b>Alternate No. 8A:</b> 10mm Regipol Abzorb Shock Pad at Terry High School Turf Field (Pkg. D)	No Bid	\$152,774	\$56,700	\$103,807
<b>Alternate No. 8B:</b> 19mm Elastic Layer Shock Pad at Terry High School Turf Field (Pkg. D)	\$177,149	\$152,774	\$102,400	\$142,563
<b>Alternate No. 8C:</b> Brock Powerbase/Pro Shock Pad at Terry High School Field (Pkg. D.)	No Bid	\$195,442	\$76,100	\$192,024
<b>Alternate No. 9A:</b> Select Fill to 48" Depth Under Track and High Jump Apron at Foster High School (Pkg. A)	\$383,400	\$299,650	\$699,500	\$342,977
<b>Alternate No. 9B:</b> Lime Stabilization to 48" Depth Under Track and High Jump Apron at Foster High School (Pkg. A)	\$202,350	\$149,250	\$305,800	\$337,180
<b>Alternate No. 10A:</b> Select Fill to 48" Depth Under Track and High Jump Apron at Terry High School (Pkg. D)	\$383,400	\$39,650	\$115,300	\$42,872
<b>Alternate No. 10B:</b> Lime Stabilization to 48" Depth Under Track and High Jump Apron at Terry High School (Pkg. D)	\$202,350	\$19,960	\$47,900	\$42,147
<b>Grand Total with Alternates</b>	<b>\$6,833,656</b>	<b>\$6,296,816</b>	<b>\$6,871,200</b>	<b>\$6,563,354</b>



### CSP 06-2019PBK Synthetic Turf & Track (Turf Scope)

Bid Date: March 7th 2019

		1	2	3	4	5	6	7	8		
<b>Vendor</b>	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 10 Points 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	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
Hellas	\$6,296,816	20.00	9.90	9.00	12.00	5.00	13.33	10.00	6.00	85.23	1
Field Turf	\$6,833,656	17.43	9.90	9.00	12.33	4.00	13.67	10.00	8.00	84.33	2
Symmetry	\$7,084,879	16.78	9.50	8.67	11.33	4.00	12.67	10.00	6.00	78.95	4
Paragon	\$7,396,600	16.03	9.90	9.00	11.33	5.00	13.33	10.00	8.00	82.59	3

147

**PROPOSAL TABULATION SHEET**

**Synthetic Turf Sports Fields & Tracks  
Lamar Consolidated Independent School District**

Proposal Date/Time: Thursday, March 7, 2019 at 3:00 p.m.  
LCISD CSP: 06-2019PBK  
PBK Sports Project No.: 18324SP



Description / General Contractor	FieldTurf	Hellas Construction	Paragon Sports Constructors	Symmerty Turf (AstroTurf)
<b>Proposal Bond</b>	Y	Y	Y	Y
<b>Addenda Acknowledged (1)</b>	Y	Y	Y	Y
<b>Base Proposal "A":</b> Foster High School Synthetic Turf Sports Field & Track (Pkg. A)	\$2,334,819	\$1,878,800.00	\$2,137,000.00	\$1,914,123.00
<b>Base Proposal "B":</b> Fulshear High School Synthetic Turf Sports Field (Pkg. B)	\$1,029,596	\$1,146,300.00	\$1,229,500.00	\$1,156,189.00
<b>Base Proposal "C":</b> George Ranch High School Synthetic Sports Field (Pkg. C)	\$1,020,302	\$1,116,000.00	\$1,220,400.00	\$1,147,705.00
<b>Base Proposal "D":</b> Terry High School Synthetic Turf Sports Field & Track Dzone (Pkg. D.)	\$1,191,680	\$1,246,600.00	\$1,402,400.00	\$1,271,566.00
<b>Base Proposal "E":</b> Traylor Stadium Track Resurfacing (Pkg. E.)	\$456,163	\$486,065.00	\$525,400.00	\$521,525.00
<b>Base Total:</b>	<b>\$6,032,560</b>	<b>\$5,873,765</b>	<b>\$6,514,700</b>	<b>\$6,011,108</b>
<b>Alternate No. 1:</b> 10mm Full-pour Track Surfacing (in lieu of Sealed Structural Spray) at Foster High School Track (Pkg. A)	\$97,811	\$100,000	\$76,500	\$99,856
<b>Alternate No. 2:</b> Restripe George Ranch High School Track & Events (Pkg. C)	\$21,031	\$11,600	\$11,700	\$10,132
<b>Alternate No. 3:</b> Restripe Terry High School Track & Events	\$19,761	\$11,600	\$11,700	\$10,132
<b>Alternate No. 4:</b> Mill 2" of track asphalt and install 2" new track asphalt on oval and dzones at Traylor Stadium Track (Pkg. E.)	\$146,970	\$108,000	\$152,400	\$134,113
<b>Alternate No. 5A:</b> 10mm Regupol Abzorb Shock Pad at Foster High School Turf Field (Pkg. A)	No Bid	\$151,922	\$57,300	\$102,793
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<b>Alternate No. 8B:</b> 19mm Elastic Layer Shock Pad at Terry High School Turf Field (Pkg. D)	\$177,149	\$152,774	\$102,400	\$142,563
<b>Alternate No. 8C:</b> Brock Powerbase/Pro Shock Pad at Terry High School Field (Pkg. D.)	No Bid	\$195,442	\$76,100	\$192,024
<b>Alternate No. 9A:</b> Select Fill to 48" Depth Under Track and High Jump Apron at Foster High School (Pkg. A)	\$383,400	\$299,650	\$699,500	\$342,977
<b>Alternate No. 9B:</b> Lime Stabilization to 48" Depth Under Track and High Jump Apron at Foster High School (Pkg. A)	\$202,350	\$149,250	\$305,800	\$337,180
<b>Alternate No. 10A:</b> Select Fill to 48" Depth Under Track and High Jump Apron at Terry High School (Pkg. D)	\$383,400	\$39,650	\$115,300	\$42,872
<b>Alternate No. 10B:</b> Lime Stabilization to 48" Depth Under Track and High Jump Apron at Terry High School (Pkg. D)	\$202,350	\$19,960	\$47,900	\$42,147
<b>Grand Total With Alternates:</b>	<b>\$603,133</b>	<b>\$594,065</b>	<b>\$677,800</b>	<b>\$655,638</b>





### CSP 06-2019PBK Synthetic Turf & Track (Track Scope)

Bid Date: March 7th 2019

		1	2	3	4	5	6	7	8		
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 10 Points 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	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
Hellas	\$594,065	20.00	9.90	9.00	12.00	5.00	13.33	10.00	6.00	85.23	2
Field Turf	\$603,133	18.70	9.90	9.00	12.33	4.00	13.67	10.00	8.00	85.60	1
Symmetry	\$655,638	17.12	9.50	8.67	11.33	4.00	12.67	10.00	6.00	79.29	4
Paragon	\$677,800	16.53	9.90	9.00	11.33	5.00	13.33	10.00	8.00	83.09	3

149

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046-1104  
Phone: 713/965-0608  
Fax: 713/961-4571  
www.pbk.com

March 07, 2019

**via: email**



Mr. Kevin McKeever  
Executive Director Facilities and Planning  
Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471

RE: Synthetic Turf Sports Fields & Tracks at Foster HS, Fulshear HS, George Ranch HS,  
Terry HS and Traylor Stadium.  
LCISD CSP No: 06-2019PBK; PBK Project No: 18324SP.

Dear Mr. McKeever,

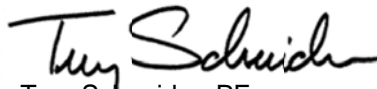
Competitive sealed proposals were received from four (4) proposers on Thursday, March 07, 2019, for the Synthetic Turf Sports Fields & Track Project. A tabulation of the proposal results is attached for your review and records. The work of this project includes a new running track at Foster High School, a synthetic turf sports field at Foster, Fulshear, George Ranch and Terry High Schools, and the resurfacing of the running track at Traylor Stadium.

Following receipt of the proposals it was determined the best value to Lamar CISD was to split the award of the project to two of the proposers. In accordance with the selection criteria published in the contract documents each Proposer was then evaluated and ranked. A copy of the Evaluation Summary is attached for your review and records. Based on the results of the evaluations, it was determined the best value to Lamar CISD was to award to Hellas Construction Company Base Proposals A, B, C & D along with Alternate Proposal Nos. 1, 2, 3, 5B, 6B, 7B, 8B, 9B & 10B in the total amount of \$6,296,816.00, and to award to FieldTurf Base Proposal E along with Alternate Proposal No. 4 in the amount of \$603,133.00.

Both Hellas Construction Company and FieldTurf have successfully completed work within the Lamar CISD.

We are grateful for the opportunity to work with you and the Lamar Consolidated Independent School District. We look forward to delivering a successful project.

Sincerely,  
**PBK Sports**

  
Trey Schneider, PE  
Partner// President, PBK Sports

**CONSIDER APPROVAL OF CSP #12-2019PBK FOR  
FOSTER HIGH SCHOOL ATHLETIC IMPROVEMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve Millis Development and Construction LLC. for the construction of Foster High School athletic improvements in the amount of \$734,281 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Competitive Sealed Proposal #12-2019PBK was solicited for the construction of Foster High School athletic improvements. Two (2) proposals were received on March 7, 2019. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Rice & Gardner and PBK Sports recommend the contract for construction be awarded to the highest ranked firm, Millis Development and Construction LLC. These funds were allocated within the 2017 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 Millis Development and Construction LLC. will begin construction of Foster High School athletic improvements.

Submitted By: Leslie Haack, Deputy Superintendent for Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# PROPOSAL TABULATION SHEET



## *Foster High School Athletic Improvements Lamar Consolidated Independent School District*

Proposal Date/Time: Thursday, March 7, 2019, at 2:00 p.m.

LCISD CSP: 12-2019PBK

PBK Sports Project No.: 1949SP

152

Description / General Contractor	Bass Construction	Millis Development and Construction LLC
<b>Proposal Bond</b>	Yes	Yes
<b>Addenda Acknowledged (1 &amp; 2)</b>	Yes	Yes
<b>Base Proposal "A":</b> Installation of new lockers in the athletic fieldhouse. For both the Baseball and Softball Complexes new dugouts, new masonry backstop walls and backstop netting are being installed.	\$1,000,000.00	\$734,281.00
<b>TOTAL:</b> <b>BASE Proposal</b>	<b>\$1,000,000</b>	<b>\$734,281</b>

### CSP 12-2019PBK Foster Athletic Renovation

**Bid Date: March 7th 2019**

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>		
<b>Vendor</b>	Purchase Price	Purchase Price <b>20 Points Max</b>	Reputation of the vendor and of the vendor's goods or services <b>15 Points Max</b>	Quality of vendor's goods or services <b>10 Points Max</b>	Extent to which the goods or services meet the districts needs <b>15 Points Max</b>	Vendor's past relationship with the District <b>5 Points Max</b>	Proposed Team offers experience and knowledge base of the project <b>15 Points Max</b>	Ability to service our accounts with proper staff and insurance requirements <b>10 Points</b>	Safety Record <b>10 Points Max</b>	Total Score	Firm's Ranking Order
MDC	\$734,281	20.00	15.00	8.75	12.25	5.00	12.00	10.00	6.00	89.00	<b>1</b>
Bass	\$1,000,000	13.69	15.00	9.00	12.50	5.00	12.25	10.00	6.00	83.44	<b>2</b>

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046-1104  
Phone: 713/965-0608  
Fax: 713/961-4571  
www.pbk.com

March 07, 2019

**via: email**



Mr. Kevin McKeever  
Executive Director Facilities and Planning  
Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471

RE: Foster High School Athletic Improvements;  
LCISD CSP No: 12-2019PBK; PBK Project No: 1949SP.

Dear Mr. McKeever,

Competitive sealed proposals were received from two (2) proposers on Thursday, March 07, 2019, for the Foster High School Athletic Improvements Project. A tabulation of the proposal results is attached for your review and records. The work of this project includes replacing the lockers in the Field House, and installing new dugouts and back stop netting at both Baseball and Softball.

In accordance with the selection criteria published in the contract documents each Proposer was evaluated and ranked. A copy of the Evaluation Summary is attached for your review and records. Based on the results of the evaluations, it was determined the best value to Lamar CISD was to award to Millis Development and Construction LLC the project in the amount of \$734,281.00. Millis Development and Construction LLC has successfully completed work within the Lamar CISD.

We are grateful for the opportunity to work with you and the Lamar Consolidated Independent School District. We look forward to delivering a successful project.

Sincerely,  
**PBK Sports**

A handwritten signature in black ink that reads "Trey Schneider".

Trey Schneider, PE  
Partner// President, PBK Sports



**CONSIDER APPROVAL OF CSP #09-2019LN FOR  
CAMPUS IMPROVEMENTS AT CAMPBELL ELEMENTARY, NAVARRO MIDDLE,  
WESSENDORFF MIDDLE, AND WILLIAMS ELEMENTARY SCHOOLS**

**RECOMMENDATION:**

That the Board of Trustees approve the construction of campus improvements at Campbell Elementary, Navarro Middle, Wessendorff Middle, and Williams Elementary Schools and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Proposals will be opened on March 12, 2019 for evaluation. Administration will provide a recommendation under separate cover.

Competitive Sealed Proposal #09-2019LN will be solicited for the construction of campus improvements at Campbell Elementary School, Navarro Middle School, Wessendorff Middle School and Williams Elementary School. These funds were allocated within the 2017 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 construction of Campus Improvements at Campbell Elementary School, Navarro Middle School, Wessendorff Middle School and Williams Elementary School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #2 AND FINAL PAYMENT  
FOR DISTRICT-WIDE SITE AND AREA LIGHTING RETROFIT**

**RECOMMENDATION:**

That the Board of Trustees approve the deductive change order #2 in the amount of \$20,694.57 and final payment of \$120,803.93 to Siemens Industry, Inc. for the installation of the district-wide site and area lighting retrofit and authorize the Board President to sign the change order.

**IMPACT/RATIONALE:**

Siemens Industry, Inc. was the contractor for the installation of the district-wide site and area lighting retrofit. Substantial completion was achieved on February 1, 2019. This project is funded by 2011 available bond funds and this change order is within the original budget established for this project.

**PROGRAM DESCRIPTION:**

Upon approval, the Board President will sign the change order and Siemens Industry, Inc. will be paid 100 percent for the installation of the district wide site and area lighting retrofit.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



# AIA Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> District Wide Site and Area Lighting Retrofit	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: August 17, 2017	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 002  Date: February 21, 2019
<b>OWNER:</b> <i>(Name and address)</i> Lamar Consolidated Independent School District 3911 Avenue I Rosenberg, TX 77471	<b>ARCHITECT:</b> <i>(Name and address)</i> KCI Technologies, Inc.  801 Travis Street, Suite 2000 Houston, TX 77002	<b>CONTRACTOR:</b> <i>(Name and address)</i> Siemens Industry, Inc.  9225 Bee Cave Road, Bldg B. Ste 101 Austin, TX 78733

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

District Wide Site and Area Lighting Retrofit deductive Change Order:

Adolphus Elementary School - PO#58004448.....	(\$ 18.07)
Athletics - PO#58004453.....	(\$ 304.71)
Beasley Elementary School - PO#58004358.....	(\$ 120.52)
Brazos Crossing - PO#58004931.....	(\$ 325.25)
Brazos Crossing Annex - PO#58004360.....	(\$ 255.90)
Briscoe Junior HS - PO#58004451.....	(\$ 562.14)
Food Service - PO#58004374.....	(\$4,871.16)
Foster ES PO#58004454.....	(\$741.37)
Frost ES PO#58004364.....	(\$1,098.77)
George Ranch HS - PO#58004450.....	(\$ 143.83)
Huggins Elementary School - PO#58004366.....	(\$ 343.52)
Jackson ES - PO#58004368.....	(\$ 43.42)
Long Elementary School - PO#58004372.....	(\$ 6.44)
Maintenance & Operations - PO#58004373.....	(\$10,438.20)
Pink Elementary School - PO#58004378.....	(\$ 105.10)
Natatorium - PO#58004371.....	(\$ 31.07)
Taylor Ray ES - PO#58004379.....	(\$ 264.77)
Terry High School - PO#58004727.....	(\$1,020.33)
Total Deduction.....	(\$20,694.57)

The original Contract Sum was	\$	1,228,920.00
The net change by previously authorized Change Orders	\$	62,460.00
The Contract Sum prior to this Change Order was	\$	1,291,380.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	20,694.57
The new Contract Sum including this Change Order will be	\$	1,270,685.43

The Contract Time will be increased by One Hundred Twenty-Four (124) days.  
The new date of Substantial Completion will be February 1, 2019

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

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User Notes: (3B9ADA57)

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

KCI Technologies, Inc.

Siemens Industry, Inc.

Lamar Consolidated Independent School District

\_\_\_\_\_  
**ARCHITECT** (*Firm name*)

\_\_\_\_\_  
**CONTRACTOR** (*Firm name*)

\_\_\_\_\_  
**OWNER** (*Firm name*)

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

Christopher Clements

Michelle Flynn

James Steenbergen, Board President

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

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**PRINTED NAME AND TITLE**

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**DATE**

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**DATE**

\_\_\_\_\_  
**DATE**



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page One of Five

**TO OWNER :** Lamar Consolidated ISD  
 4907 Avenue I  
 Rosenberg, TX 77471  
**FROM :** Siemens Industry, Inc.  
 9225 Bee Cave Road, Bldg. B, Suite 101  
 Austin, TX 78733  
**PROJECT :** District Wide Site and Area Lighting Retrofit  
**CONTRACTOR :** 9225 Bee Cave Road, Bldg. B, Suite 2000  
 Houston, TX 77002  
**VIA Architect :** KCI Technologies, Inc.  
 801 Travis Street, Suite 2000  
 Houston, TX 77002  
**APPLICATION NO: 5**  
**APPLICATION DATE: 1/27/2018**  
**PERIOD TO: 1/30/2018**  
**CONTRACT FOR: Lighting**  
**CONTRACT DATE: 08/17/2017**  
**PROJECT NO: 610P-00095**

**Distribution to:**  
 OWNER: X  
 ARCHITECT: X  
 CONTRACTOR: X  
 FIELD:

## 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 \$ 1,228,920.00
2. Net change by Change Orders \$41,765.43
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,270,685.43
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,270,685.43
5. RETAINAGE:
  - a. 5 % of Completed Work (Column D + E on G703: \$) 0.00
  - b. 5 % of Stored Material (Column F on G703: \$) 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,270,685.43
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior G702) \$ 1,149,881.50
8. CURRENT PAYMENT DUE \$ 120,803.93
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 20,694.57

CONTRACTOR: SIEMENS INDUSTRY, INC.

By: Shoval Kizil Date: 2/27/2019

State of: Texas  
 County of: Travis  
 Subscribed and sworn to before me this 27th day of February, 2019  
 Notary Public: Michele Wilkin  
 My Commission expires: 12/30/2022



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onsite observations and the data comprising the 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:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 62,460.00	
Total approved this Month		20,694.57
<b>TOTALS</b>	<b>\$ 62,460.00</b>	<b>\$ 20,694.57</b>
NET CHANGES by Change Order		\$41,765.43

**CONSIDER APPROVAL OF FREEZER/COOLER MONITORING**

**RECOMMENDATION:**

That the Board of Trustees approve AutomatedLogic for Freezer/Cooler Monitoring at Foster High School, Briscoe Junior High School, Wessendorff Middle School, Campbell Elementary, Carter Elementary, Frost Elementary, Pink Elementary, Lamar Consolidated High School and the new Support Services Facility in the amount of \$37,425.00 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

This monitoring project covers the last 9 facilities to be added to the BAS system to monitor Freezers and coolers in the district. Foster High, Briscoe Junior High, Wessendorff, Campbell, Frost and Pink had to wait until the BAS system was upgraded from modem to web based. This project will be purchased through the purchasing cooperative Choice Partners contract #16/044JN-01. These funds are from 2011 and 2014 available bond funds.

**PROGRAM DESCRIPTION:**

Upon approval, AutomatedLogic will begin the installation of the monitoring system.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent



## BUILDING AUTOMATION SYSTEM PROPOSAL

### Lamar CISD – Freezer/Cooler Monitoring at 9 District Sites (REVISED)

**Prepared For:** Lamar CISD

**Attn:** Paul Gutowsky

**Project Info:** Multiple Schools

**Date:** February 15, 2019

**Prepared By:** Stephanie Northcutt | Service Sales

M: 281-254-2960

[Stephanie.northcutt@atomatedlogic.com](mailto:Stephanie.northcutt@atomatedlogic.com)

**Terms:** This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated November 2, 2018

#### Project Description:

Automated Logic is pleased to provide this proposal to provide freezer and cooler monitoring at 9 Lamar CISD schools/locations. Automated Logic will provide all necessary hardware, installation, project management, commissioning, programming, and warranty. The system database for this project, including programs, software, and graphics, will be installed on the existing WebCTRL server.

#### Scope of Work

##### (9) Non ALC Schools/Locations – Freezer/Cooler Monitoring

- New G5 router, DDC control module & (2) sensors at each location
  - Foster HS, Briscoe JH, Wessendorff MS
  - Campbell ES, Carter ES, Frost ES, & Pink ES
  - Lamar HS
  - Support Services building
- Communication network, control wiring, conduit, transformer and installation.

#### Scope Clarifications & Exclusions

##### Clarifications:

- ALC will provide and install (1) new G5 Opti-flex router at each of the above locations which do not currently have an existing ALC BAS. This will be required to integrate the Freezer and Cooler sensors/monitoring for these schools.
- ALC will provide and install (1) new DDC control module, enclosure, and required conduit/wiring in the kitchen area for each location. (Location of each new ALC panel with G5 and ZN control module to be installed in the kitchen managers office behind the door, unless another location in the kitchen is selected by LCISD)
- ALC will provide Freezer and Cooler sensors at each location to allow temperature monitoring and alarming capability.
- LCISD to provide ALC with an IP address for each location.
- ALC will update the district Food Service location in WebCTRL to display added schools and set up alarm notifications. Contact information will be provided by LCISD.
- All cabling not in conduit will be plenum rated wire. Mechanical room wiring and cables will be installed in conduit.
- ALC will furnish installation labor, wiring, programming/graphics, and check out for the Building Control and Automation System.
- ALC is providing all DDC control modules, enclosures, software, engineering, and field devices specified.
- Providing (1) year warranty on materials and labor.

**BUILDING AUTOMATION SYSTEM PROPOSAL**

**Exclusions:**

- Data drop to be provided by others.
- All work is to be performed during normal business hours unless otherwise noted.
- Occupancy, Motion, Space, CO2, or Space Humidity Sensors
- Project price excludes all scope of work associated with fire dampers, fire/smoke/automatic dampers, smoke detectors, fire alarm system, or any other Life Safety Equipment.
- Bonding is not included.
- Any work not listed above.

**Project Cost**

BAS Project Price (9 non ALC locations) ..... \$ 37,425.00  
*Choice Partners Contract: 16/044JN-01*

Pricing does not include sales, use, and other similar taxes, which may be imposed by local, state, and/or federal government on all new work. If claiming tax exemption on this project, please include a Tax Exempt or Resale Certificate with acceptance of this proposal. This pricing is valid for 60 days from the above date.

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

*Stephanie Northcutt*

Stephanie Northcutt  
 Service Sales  
 Automated Logic  
 M: 281-254-2960  
[Stephanie.Northcutt@automatedlogic.com](mailto:Stephanie.Northcutt@automatedlogic.com)

Automated Logic Contracting Services, Inc. will not proceed with any work, including submittals without a signed proposal, approved purchase order or executed contract.

**PROCEED AS INDICATED:**

AUTOMATED LOGIC

CUSTOMER:

\_\_\_\_\_

Name

\_\_\_\_\_

Customer Name

\_\_\_\_\_

Signature Date

\_\_\_\_\_

Signature Date

\_\_\_\_\_

Title

\_\_\_\_\_

Title PO Number

## BUILDING AUTOMATION SYSTEM PROPOSAL

### TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC

**1. PAYMENT AND TAXES** – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.

**2. SCOPE OF WORK/EXCLUSIONS** – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

**3. EXTRAS** – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

**4. EMERGENCY SERVICE WORK** – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

**5. SHIPMENT/PARTIAL SHIPMENT/RETURNS** – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**6. DELAYS** – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

**7. WARRANTY** – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8. WORKING HOURS** – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

**9. CHANGE ORDERS/ADDITIONAL WORK** – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

**10. CUSTOMER RESPONSIBILITIES** – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided,

the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

**11. LIMITATION OF LIABILITY** – Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

**12. CUSTOMER TERMINATION FOR DEFAULT** – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

**13. AUTOMATED LOGIC TERMINATION** – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

**14. CLAIMS / ALC EMPLOYEES** – Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. During the Term of this Agreement or one hundred eighty (180) days from the effective date, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.

#### 15. GOVERNMENT PROCUREMENTS –

**(a) COMMERCIAL ITEMS** – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

**(b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

**16. HAZARDOUS MATERIALS** – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

**17. OCCUPATIONAL SAFETY AND HEALTH** – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

**18. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

**19. CUSTOMER CONSENT** - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**20. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contract may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**21. INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

11-02-18

**CONSIDER APPROVAL OF DATA DROPS FOR FREEZER/COOLER MONITORING**

**RECOMMENDATION:**

That the Board of Trustees approve TAG Communications for the data installation for the freezer/cooler monitoring at Foster High, Briscoe Junior High, Wessendorff Middle, Campbell Elementary, Carter Elementary, Frost Elementary, Pink Elementary, Lamar Consolidated High, and the Support Services Facility in the amount of \$3,178.

**IMPACT/RATIONALE:**

This monitoring project covers the last 9 facilities to be added to the BAS system to monitor freezers and coolers in the District. Foster High, Briscoe Junior High, Wessendorff Middle, Campbell Elementary, Frost Elementary and Pink Elementary had to wait until the BAS system was upgraded from modem to web based. Data drops must be added to support the monitoring system. TAG Communications is awarded under the EPIC 6 cooperative, of which the District is a member, contract #21.17. Funds to be used are 2011 and 2014 available bond funds.

Foster High School	\$242.00
Briscoe Junior High	\$242.00
Wessendorff Middle	\$242.00
Carter Elementary	\$242.00
Campbell Elementary	\$1,242.00
Frost Elementary	\$242.00
Pink Elementary	\$242.00
Support Services	\$242.00
Lamar Consolidated High	\$242.00

**PROGRAM DESCRIPTION:**

Upon approval, Automated Logic will begin the installation of the monitoring system.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**TAG Communications, L.P.**

16422 Huffsmith-Kohrville Road  
Houston, TX 77070

Voice (281) 376-7055

Fax (281) 376-7543

[WWW.TAGCOMPANIES.COM](http://WWW.TAGCOMPANIES.COM)



**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

October 18, 2018

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for Foster High School – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Foster High School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.

<b>Project Pre-Tax Sub-Total:</b>	<b>\$242.00</b>
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- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator

**TAG Communications, L.P.**

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**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

October 18, 2018

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for Briscoe JH School – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Briscoe JH School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.

**Project Pre-Tax Sub-Total:**

**\$242.00**

- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator



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**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

October 18, 2018

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for Wessendorff Elementary – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Wessendorff Elementary School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.

<b>Project Pre-Tax Sub-Total:</b>
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<b>\$242.00</b>
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- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator

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**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

October 18, 2018

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for Don Carter Elementary – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Don Carter Elementary School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.

**Project Pre-Tax Sub-Total:**

**\$242.00**

- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator

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**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

October 18, 2018

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for Campbell Elementary – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Campbell Elementary School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.
3. TAG has will provide a scissor lift to access high ceiling areas as contingency.

<b>Project Pre-Tax Sub-Total:</b>
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<b>\$1,242.00</b>
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- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator

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**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

October 18, 2018

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for Frost Elementary – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Frost Elementary School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.

**Project Pre-Tax Sub-Total:**

**\$242.00**

- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator

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**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

October 18, 2018

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for Pink Elementary – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Pink Elementary School. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.

<b>Project Pre-Tax Sub-Total:</b>	<b>\$242.00</b>
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- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator

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**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

February 28, 2019

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for LCISD Support Services – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Lamar CISD Support Services. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.

<b>Project Pre-Tax Sub-Total:</b>	<b>\$242.00</b>
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- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator



**TAG Communications, L.P.**

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**TAG Communications, L.P.**

*Cabling Consultants and Contractors  
Data Voice Fiber Optics*

February 13, 2019

Mr. Guadalupe Liendro  
Lamar Consolidated ISD

RE: Quotation for Lamar Consolidated HS – (1) Data drops Kitchen Office Refrigeration System.

Dear Sir:

TAG Communications is pleased to provide a quotation for additional cabling at Lamar Consolidated HS. After careful consideration of the existing conditions and the instructions provided, we are pleased to offer the following pricing and summarized scope of work.

**Summarized Scope of Work:**

1. TAG will provide materials and labor to add (1) Data cable for Kitchen Refrigeration System. New Cat 6 cable provided by TAG shall be plenum rated.
2. TAG will provide labor and equipment to test and certify each cable installed.

**Project Pre-Tax Sub-Total:**

**\$242.00**

- Pricing is Pre-Tax, Sales Tax shall be calculated upon invoice – if applicable.
- TAG Communications' (Subcontractor) bid and its agreement to perform the work set forth herein are explicitly contingent upon subcontractor and contractor mutually-acceptable contract terms.

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at (281) 378-5149. We appreciate the opportunity to be of service and we look forward to working with you again in the near future.

Sincerely,

Jesse Calvillo  
Project Manager/ Estimator

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

**RECOMMENDATION:**

That the Board of Trustees approve Pure Speed Lightwave for fiber data connection for Tamarron Elementary School in the amount of \$100,779.04 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Fiber data connection will provide internet, phone and data connection to Tamarron Elementary School. Pure Speed Lightwave is contracted through the Choice Partners Cooperative which the district is a member (Contract #18/056KD-52). These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Pure Speed Lightwave is the vendor for Lamar CISD to provide fiber data connections to all facilities. Upon approval, the Board President will execute the agreement and Pure Speed Lightwave will begin the permitting and installation of the fiber data connection to Tamarron Elementary School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**QUOTE**

5959 Corporate Dr. - Suite 3300  
Houston, TX 77036  
Phone: 832-615-8000 Fax: 713.510.1650

Quote Prepared: 02/27/2019  
Quote Expires: 03/29/2019

To: David Jacobson  
djacobson@liscid.org  
LAMAR CISD  
3911 AVENUE I  
ROSENBERG, TX 77471

Lead Time: 90 to 120 Days

Sales Executive	Quote ID	Quote Description
David Caddle 832-615-7721 dcaddle@pslightwave.com	QT-13168/3	2 SMF Dark Fiber - Tamarron Elementary to the Data Center

QUANTITY	TERM	ITEM DESCRIPTION	ALOC/ZLOC	NON-RECURRING COST*	MONTHLY RECURRING COST*
1.00		Dark Fiber Lease Install	28836 FM 1093	\$100,779.04	\$0.00
			Tamarron Elementary (29.73504, -95.8809)		
1.00		Dark Fiber Maintenance	Tamarron Elementary (29.73504, -95.8809)	\$0.00	\$262.50
				TOTAL NRC	\$100,779.04
				TOTAL MRC	\$262.50

\*Pricing is subject to applicable taxes & fees.

**Special Instructions:**

The construction and lease of 2 SMF of Dark Fiber from Tamarron Elementary School (29.73504, -958809) to the District Data Center, located at 28836 FM 1093, Fulshear, 77441 for the remainder of the current Lamar CISD and PS LIGHTWAVE contract term.

Pricing is contingent upon the District providing 4" conduit with pull string from the school's MDF to the agreed upon location outside of the school.

\*Signature:

X \_\_\_\_\_

\*Print Name:

\_\_\_\_\_

\*Title:

\_\_\_\_\_

\*Date:

\_\_\_\_\_

By signing above, I represent that I have the authority to accept this Quote on behalf of the above referenced Company. Please review, Service Level Agreement and Acceptable Use policy at [www.pslightwave.com](http://www.pslightwave.com). This Quote (including pricing) shall remain in effect until the printed expiration date, the parties enter into a fully executed binding contract or PS Lightwave withdraws the quote, whichever occurs first.

**CONSIDER APPROVAL OF CSP #05-2019VRG FOR  
TAMARRON ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Drymalla Construction Company for the construction of Tamarron Elementary School in the amount of \$ 20,430,000 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Competitive Sealed Proposal #05-2019VRG was solicited for the construction of Tamarron Elementary School. Four (4) proposals were received on February 28, 2019. 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 Tamarron Elementary School.

Submitted By: Leslie Haack, Deputy Superintendent for Support Services  
Kevin McKeever, Executive Director of Facilities and Planning  
Jim Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Tamarron Elementary School**  
CSP # 05-2019VRG  
February 28, 2019 - 2:00pm Base Proposals  
February 28, 2019 - 3:00pm Alternate Proposals

	Bidder 1	Bidder 2	Bidder 3	Bidder 4
	<b>Drymalla Construction</b>	<b>Gamma Construction</b>	<b>GTT Inc.</b>	<b>Patriot Contracting</b>
Base Bid	\$ 19,631,000.00	\$ 20,778,000.00	\$ 21,066,000.00	\$ 20,600,000.00
<b>Alternate No. 1A - DDC by ALC</b>	<b>\$ 348,000.00</b>	\$ 285,000.00	\$ 150,000.00	No change
Alternate No. 1B - DDC by Siemens	\$ 385,000.00	\$ 317,000.00	\$ 150,000.00	No change
Alternate No. 1C - DDC by JCI	\$ 359,000.00	\$ 300,000.00	\$ 10,000.00	No change
Alternate No. 2A - Chillers by Carrier	\$ 367,000.00	\$ 406,000.00	\$ 10,000.00	No change
Alternate No. 2B - Chillers by Trane	\$ 299,000.00	\$ 395,000.00	\$ 10,000.00	No change
<b>Alternate No. 2C - Chillers by York</b>	<b>\$ 299,000.00</b>	\$ 310,000.00	\$ 10,000.00	No change
Alternate No. 2D - Chillers by Quantech	no bid	no bid	no bid	No change
<b>Alternate No. 3A - FACE BRICK A: FRENCH VANILLA - MEDIUM, manufactured by Acme Brick.</b>	<b>\$ 92,000.00</b>	\$ 193,000.00	\$ 189,000.00	No Bid
Alternate No. 3B - FACE BRICK A: 104 KS, manufactured by Meridian Brick.	\$ 115,000.00	\$ 188,000.00	\$ 184,000.00	No Change
<b>Alternate No. 3C - FACE BRICK B: ELDERWOOD, manufactured by Acme Brick.</b>	<b>\$ 60,000.00</b>	\$ 193,000.00	\$ 189,000.00	No change
Alternate No. 3D - FACE BRICK B: V240 CANNON KING, manufactured by Boral Bricks.	\$ 72,000.00	\$ 188,000.00	\$ 184,000.00	No change
Alternate No. 4 - Acrovyn Wainscot with Chair Rail in Lieu of Porcelain Tile in the Corridors	\$ (8,200.00)	\$ 34,000.00	No Bid	No change
Alternate No. 5 - Vinyl Wall Covering in lieu of Porcelain Tile Wainscot in the Corridors	\$ (54,800.00)	\$ (55,000.00)	\$ 28,000.00	No change
Selected Alternates	\$ 799,000.00	\$ 981,000.00	\$ 538,000.00	\$ -
Base plus Selected Alternates	<b>\$ 20,430,000.00</b>	\$ 21,759,000.00	\$ 21,604,000.00	\$ 20,600,000.00

**CSP 05-2019VRG Tamarron Elementary  
Bid Date: February 28, 2019**

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>		
<b>Vendor</b>	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 10 Points 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	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
Drymalla	\$20,430,000	20.00	13.86	9.33	13.00	4.36	13.67	10.00	8.00	92.22	1
Patriot	\$20,600,000	19.83	10.50	6.20	8.20	3.50	8.67	10.00	8.00	74.90	3
GTT	\$21,604,000	18.91	13.83	6.40	9.00	4.50	10.17	10.00	6.00	78.81	2
Gamma	\$21,759,000	18.78	13.43	6.83	9.33	4.36	6.67	10.00	4.00	73.40	4

178



**CONSIDER APPROVAL OF RESOLUTION REGARDING  
DE-ANNEXATION AND ANNEXATION OF LAND**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution where the District proposes de-annexation from the ETJ of the City of Thompsons and annexation into the ETJ of the City of Rosenberg.

**IMPACT/RATIONALE:**

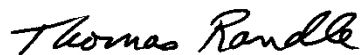
Fort Bend County Municipal Utility District (MUD) #162 agreed to supply water and wastewater to the High School #6 and Junior High #6 site. MUD #162 is currently in the City of Rosenberg's ETJ. But the 130 acres that High School #6 and Junior High #6 will sit on is in the ETJ of the City of Thompsons.

**PROGRAM DESCRIPTION:**

Upon approval a petition of de-annexation will be presented to the City of Thompsons and a petition of annexation will be presented to the City of Rosenberg.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**RESOLUTION  
OF THE BOARD OF TRUSTEES OF THE  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
REGARDING DEANNEXATION OF LAND FROM THE CITY OF THOMPSONS  
AND ANNEXATION INTO THE CITY OF ROSENBERG**

**WHEREAS**, the Lamar Consolidated Independent School District (“District”) desires to file petitions with the City of Thompsons, Texas (“Thompsons”) and the City of Rosenberg, Texas (“Rosenberg”) for a proposed deannexation from the Thompsons ETJ and annexation into the Rosenberg ETJ of a 130-acre tract of real property, more particularly described and depicted in Exhibit “A” (“Property”). The District makes the following findings in connection with this Resolution and contemplated Petition:

**WHEREAS**, the District is the sole owner of the Property;

**WHEREAS**, it is in the District’s best interest to petition Thompsons to deannex the Property from the Thompsons ETJ and petition Rosenberg to annex the Property into the Rosenberg ETJ to enable the District to obtain necessary utilities and infrastructure to develop the Property.

**THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES THAT:**

1. All of the above paragraphs are incorporated into and made part of this Resolution.
2. The Board of Trustees of the Lamar Consolidated Independent School District authorizes the Superintendent to execute petitions to deannex the Property from the ETJ of the City of Thompsons, Texas, and to annex the Property into to the ETJ of the City of Rosenberg, Texas.

3. The Board of Trustees further authorizes the Superintendent to negotiate and execute any other documents necessary to consummate the deannexation and annexation.

ADOPTED this \_\_\_\_\_ day of March 2019.

**LAMAR CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT BOARD OF TRUSTEES**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**President, Board of Trustees**

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Secretary, Board of Trustees**

**EXHIBIT “A”**

**Legal Description**

**A FIELD NOTE DESCRIPTION** of 130.000 acres of Land being a portion of the George Foundation call 266.75 acre tract (Tract 1) out of the B.B.B. and C. Railroad Company Survey Section No. Two (J.J. Dickerson Survey), Abstract No. 401, and a portion of the George Foundation call 628.44 acre tract (Tract 2) out of the B.B.B. and C. Railroad Company Survey Section No. Three, Abstract No. 128, all being out of the original A.P. George and T.W. Davis overall call 1054.13 acre tract (Volume 25, Page 79; Deed Records of Fort Bend County, Texas) and being in Fort Bend County, Texas. The bearing basis for this description is referenced to the Texas Coordinates System of 1983 (South Central Zone) and was determined by Global Positioning System methods. Note: this 130.000-acre tract also includes portions of Lot Nos. Thirteen (13), Fourteen (14), and Fifteen (15), Sixteen (16), and Seventeen (17) of the A.P. George and T.W. Davis Subdivision No. 2 (Volume 1, Page 53, and Volume 3, Page 14; Plat Records of Fort Bend County, Texas).

**FOR CONNECTION**, begin at a 5/8 inch diameter iron rod with plastic cap (stamped “Texas Genco”) found for the Northeast corner of the State of Texas call 1.633 acre tract of Land for road right-of-way (Part 1 - Volume 522, Page 51; Deed Records of Fort Bend County, Texas) in the intersection of the Easterly right-of-way line of State Farm Market Highway No. 2977 (Mennonite Road – width varies) with the Southerly right-of-way line of Ricefield Road (width varies, no dedication information available); Said corner being in the Northeasterly line of the George Foundation call 158.74 acre tract (Tract 3; Volume 25, Page 79; Deed Records of Fort Bend County, Texas) and in the Northeasterly line of said overall call 1054.13 acre tract; **THENCE**; Southerly, crossing said call 158.74 acre tract, crossing said call 628.44 acre tract, and then crossing into said call 266.75 acre tract along the Easterly right-of-way line of said State Farm Market Highway No. 2977 with the following courses and distances:

Southwesterly along a curve to the left, the radius point bears South 81 degrees, 18 minutes, 53 seconds East, with the following curve data:

Radius: 1096.28 feet  
Delta: 5 degrees, 22 minutes, 53 seconds  
Length: 102.97 feet  
Tangent: 51.52 feet  
Chord: South 5 degrees, 59 minutes, 41 seconds West – 102.93 feet to a point in the base of a broken concrete monument found for point of tangent corner;

South 3 degrees, 18 minutes, 14 seconds West, at 2670 feet pass the centerline of Dry Creek (Fort Bend County Drainage District 200 foot wide drainage easement – Volume 319, Page 59; Deed Records of Fort Bend County, Texas), at 2921.33 feet pass a point in the base of a concrete monument (disturbed) found for reference, at 5909.78 feet pass a point for the South corner of said call 1.633 acre tract, in all 6023.80 feet to a point in the base of a broken concrete monument found for point of curve;

Southwesterly, along a non-tangent curve to the left, the radius point bears South 86 degrees, 39 minutes, 58 seconds East, with the following curve data:

Radius: 5679.65 feet  
Delta: 1 degree, 30 minutes, 00 seconds  
Length: 148.69 feet  
Tangent: 74.35 feet  
Chord: South 2 degrees, 35 minutes, 2 seconds West – 148.69 feet to a one-half inch diameter iron rod found for point of tangent corner; Said corner being the North corner of the State of Texas call 1.175 acre tract of Land for road right-of-way (Part 2 - Volume 522, Page 51; Deed Records of Fort Bend County, Texas);

South 1 degree, 50 minutes, 2 seconds West – 40.99 feet along the Easterly line of said call 1.175 acre tract to a one-half inch diameter iron rod found for point of curve;

Southwesterly, continuing along the Easterly line of said call 1.175 acre tract along a tangent curve to the right, with the following curve data:

Radius: 5779.65 feet  
Delta: 1 degree, 30 minutes, 00 seconds  
Length: 151.31 feet  
Tangent: 75.66 feet  
Chord: South 2 degrees, 35 minutes, 2 seconds West – 151.31 feet to a point in the base of a broken concrete monument found for point of tangent corner;

South 3 degrees, 20 minutes, 2 seconds West, at 15.70 feet pass a 5/8 inch diameter iron rod with plastic cap set for the Northwest corner of a 6.997 acre tract of Land surveyed this day (100.00 feet wide with transition widening) for the proposed extension of Koebler Road, in all 252.84 feet continuing along the Easterly line of said call 1.175 acre tract to a 5/8 inch diameter iron rod with plastic cap set for the Southwest corner of said 6.997 acre tract; Said corner being the Northwest corner of and **PLACE OF BEGINNING** for this 130.000 acre tract of Land;

**THENCE;** North 55 degrees, 41 minutes, 38 seconds East – 63.14 feet departing from said State Farm Market Highway No. 2977 with the Southerly line of said 6.997 acre tract being along a cut-back corner to a 5/8 inch diameter iron rod with plastic cap set for the most Northerly

corner of this tract;

**THENCE;** Southeasterly, along the Southerly line of said 6.997 acre tract for the extension of Koeblen Road, with the following courses and distances:

Southeasterly, along a non-tangent curve to the left (132.00 feet wide), the radius point bears North 15 degrees, 33 minutes, 30 seconds East, with the following curve data:

Radius: 1110.00 feet  
Delta: 12 degrees, 13 minutes, 29 seconds  
Length: 236.83 feet  
Tangent: 118.87 feet  
Chord: South 80 degrees, 33 minutes, 14 seconds East – 236.38 feet to a 5/8 inch diameter iron rod with plastic cap set for point of tangent corner of this tract;

South 86 degrees, 39 minutes, 58 seconds East – 250.00 feet (width varies) to a 5/8 inch diameter iron rod with plastic cap set for angle point corner of this tract;

South 87 degrees, 48 minutes, 40 seconds East – 300.95 feet to a 5/8 inch diameter iron rod with plastic cap set for point of curve of this tract;

Southeasterly along a tangent curve to the right, with the following curve data:

Radius: 1200.14 feet  
Delta: 6 degrees, 52 minutes, 30 seconds  
Length: 144.01 feet  
Tangent: 72.09 feet  
Chord: South 84 degrees, 22 minutes, 25 seconds East – 143.92 feet to a 5/8 inch diameter iron rod with plastic cap set for point of compound curve of this tract;

Southeasterly along a tangent curve to the right (100.00 feet wide from this point), with the following curve data:

Radius: 1950.00 feet  
Delta: 29 degrees, 40 minutes, 12 seconds  
Length: 1009.79 feet  
Tangent: 516.49 feet  
Chord: South 66 degrees, 6 minutes, 4 seconds East – 998.54 feet to a 5/8 inch diameter iron rod with plastic cap set for point of tangent corner of this tract;

South 51 degrees, 15 minutes, 58 seconds East – 838.63 feet to a 5/8 inch diameter iron rod with plastic cap set for the Northeast corner of this tract; Said corner being



the Southeast corner of said 6.997 acre tract at the Easterly terminus of said extension of Koeblen Road;

**THENCE;** South 2 degrees, 58 minutes, 0 seconds West – 1541.24 feet crossing into Subdivision No. 2 and then crossing into said call 266.75 acre tract to a 5/8 inch diameter iron rod with plastic cap set for the Southeast corner of this tract;

**THENCE;** North 86 degrees, 39 minutes, 58 seconds West – 2608.11 feet crossing out of said Subdivision No. 2 to a 5/8 inch diameter iron rod with plastic cap set for the Southwest corner of this tract in the Easterly right-of-way line of said State Farm Market Highway No. 2977; Said corner bears North 3 degrees, 20 minutes, 2 seconds East – 4023.00 feet from a three-quarter inch diameter iron rod found for the Southeast corner of said call 1.175 acre tract and for the Northeast corner of the State of Texas call 0.072 acre tract of Land for road right-of-way (Part 1 - Volume 492, Page 262; Deed Records of Fort Bend County, Texas) and bears North 3 degrees, 20 minutes, 2 seconds East – 4235.14 feet from a 5/8 inch diameter iron rod found for reference at a point of curve in the Easterly right-of-way line of said State Farm Market Highway No. 2977;

**THENCE;** North 3 degrees, 20 minutes, 2 seconds East – 2364.12 feet along the Easterly line of said call 1.175 acre tract being along the Easterly right-of-way line of said State Farm Market Highway No. 2977 to the **PLACE OF BEGINNING** and containing 130.000 acres of Land.

**CERTIFICATE FOR PETITION**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND               §

I, the undersigned Superintendent of the Lamar Consolidated Independent School District, hereby certify as follows:

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular session on the 21<sup>st</sup> day of March, 2019, at the regular meeting place inside the boundaries of the District, and there was a quorum present of the duly constituted officers and members of the Board, whereupon, among other business, the following was transacted at the meeting: a written

PETITION REQUESTING RELEASE OF EXTRATERRITORIAL JURISDICTION FROM TOWN  
OF THOMPSONS, TEXAS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Petition be adopted; and, after due discussion, the motion, carrying with it the adoption of the Petition, prevailed.

2. That a true, full and correct copy of the aforesaid Petition which was adopted at the meeting described above is attached to and follows this certificate; that the Petition has been duly recorded in the Board’s minutes of the meeting; that each of the officers and members of the Board was duly and sufficiently notified in advance, of the time, place and purpose of the aforesaid meeting, and that the Petition would be introduced and considered for adoption at the meeting; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Texas law, and that the President of the Board of Trustees who signed said Petition was duly authorized by the Board to sign same.

SIGNED AND SEALED on the 21<sup>st</sup> day of March, 2019.

\_\_\_\_\_  
Thomas Randle, Superintendent

PETITION REQUESTING RELEASE OF EXTRA TERRITORIAL JURISDICTION

TO THE HONORABLE MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON, TEXAS:

Lamar Consolidated Independent School District (the "District"), a body politic and corporate and a political subdivision of the State of Texas (herein the Petitioner"), the owner of all of the land described in the exhibit attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Land"), hereby petitions and requests the Town of Thompsons, Texas (the "Thompsons"), to reduce Thompsons's extraterritorial jurisdiction ("ETJ") to exclude all of the Land, and would show the following:

I.

Petitioner is the owner of title to all of the land within the Land, as shown by the tax rolls of Fort Bend County, Texas. Petitioner is a tax-exempt entity under Texas law, and plans to build educational facilities on the Land.

II.

The Land is included in the existing extraterritorial jurisdiction of Thompsons and none of the Land is located within any other existing extraterritorial jurisdiction.

III.

This Petition and request is made pursuant to the provisions of Section 42.023, Texas Local Government Code, whereby Petitioner is asking Thompsons to reduce its ETJ by giving the consent of its governing body.

IV.

Petitioner believes that it will be in the best interests of Petitioner and Thompsons, and will benefit the Land and Thompsons, especially since the Land and use of the Land for educational facilities is exempt from any taxes levied by any governmental entity. The Land is located immediately adjacent to Land currently in the ETJ of the City of Rosenberg, Texas. The Land is currently without water sanitary sewer and drainage services, but Petitioner has petitioned the City of Rosenberg to consent to the annexation of the Land into Fort Bend County Municipal Utility District No. 162 (the "District"). The District has available water sanitary sewer and drainage facilities to serve the Land and has accepted Petitioner's petition to annex the Land into the District. Time is of the essence as Petitioner is proceeding with plans to build educational facilities which are needed to meet the needs of Petitioner.

WHEREFORE, Petitioner prays that this petition be properly filed, and that it be heard by the governing body of Thompsons and that the governing body of Thompsons duly pass and adopt a resolution reducing Thompsons ETJ to exclude all of the Land from its ETJ.

RESPECTFULLY EXECUTED this 21<sup>st</sup> day of March, 2019.

LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT

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President, Board of Trustees

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the 21<sup>st</sup> day of March 2019, by , James Steenbergen, as President, of Lamar Consolidated Independent School District, a political subdivision of the State of Texas, on behalf of said political subdivision.

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Notary Public, State of Texas

**CERTIFICATE FOR PETITION**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND               §

I, the undersigned Superintendent of the Lamar Consolidated Independent School District, hereby certify as follows:

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular session on the 21<sup>st</sup> day of March, 2019, at the regular meeting place inside the boundaries of the District, and there was a quorum present of the duly constituted officers and members of the Board, whereupon, among other business, the following was transacted at the meeting: a written

PETITION REQUESTING EXPANSION OF EXTRATERRITORIAL JURISDICTION BY CITY  
OF ROSENBERG, TEXAS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Petition be adopted; and, after due discussion, the motion, carrying with it the adoption of the Petition, prevailed.

2. That a true, full and correct copy of the aforesaid Petition which was adopted at the meeting described above is attached to and follows this certificate; that the Petition has been duly recorded in the Board’s minutes of the meeting; that each of the officers and members of the Board was duly and sufficiently notified in advance, of the time, place and purpose of the aforesaid meeting, and that the Petition would be introduced and considered for adoption at the meeting; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Texas law, and that the President of the Board of Trustees who signed said Petition was duly authorized by the Board to sign same.

SIGNED AND SEALED on the 21<sup>st</sup> day of March, 2019.

\_\_\_\_\_  
Thomas Randle, Superintendent

PETITION REQUESTING EXPANSION OF EXTRA TERRITORIAL JURISDICTION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS:

Lamar Consolidated Independent School District (the "District"), a body politic and corporate and a political subdivision of the State of Texas (herein the Petitioner"), the owner of all of the land described in the exhibit attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Land"), hereby petitions and requests the City of Rosenberg, Texas (the "City"), to expand the City's extraterritorial jurisdiction ("ETJ") to include all of the Land, and would show the following:

I.

Petitioner is the owner of title to all of the land within the Land, as shown by the tax rolls of Fort Bend County, Texas. Petitioner is a tax-exempt entity under Texas law, and plans to build educational facilities on the Land.

II.

The Land is included in the existing ETJ of the Town of Thompsons but the Petitioner has petitioned for release of the Land from Thompsons ETJ. The Land is contiguous to the existing ETJ of the City.

III.

This Petition and request is made pursuant to the provisions of Section 42.022, Texas Local Government Code, whereby Petitioner is asking the City to expand its ETJ as soon as the City has been provided proof that Thompsons has released the Land from its ETJ.

IV.

Petitioner believes that it will be in the best interests of Petitioner and City, and will benefit the Land and City, especially since the Land and use of the Land for educational facilities is exempt from any taxes levied by any governmental entity. The Land is located immediately adjacent to Land currently in the ETJ of the City of Rosenberg, Texas. The Land is currently without water sanitary sewer and drainage services, but Petitioner also has petitioned the City of Rosenberg to consent to the annexation of the Land into Fort Bend County Municipal Utility District No. 162 (the "District"). The District has available water sanitary sewer and drainage facilities to serve the Land and has accepted Petitioner's petition to annex the Land into the District. Time is of the essence as Petitioner is proceeding with plans to build educational facilities which are needed to meet the needs of Petitioner.



WHEREFORE, Petitioner prays that this petition be properly filed, and that it be heard by the governing body of City and that the governing body of City duly pass and adopt a resolution or ordinance expanding the City's ETJ to include all of the Land in its ETJ, as soon as the City has been provided proof that the Town of Thompsons has released and excluded the Land from its ETJ.

RESPECTFULLY EXECUTED this 21<sup>st</sup> day of March, 2019.

LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT

---

President, Board of Trustees

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on the 21<sup>st</sup> day of March 2019, by , James Steenbergen, as President, of Lamar Consolidated Independent School District, a political subdivision of the State of Texas, on behalf of said political subdivision.

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Notary Public, State of Texas

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND  
INSPECTION FOR THE FOSTER HIGH SCHOOL ATHLETIC IMPROVEMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and Inspection for the Foster High School athletic improvements in the amount of \$1,450 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

**PROGRAM DESCRIPTION:**

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

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent



P.O. BOX 750953  
HOUSTON, TEXAS 77275

OFFICE 281-922-0700  
PAGER 281-278-1833  
TOLL FREE 1-866-922-7260  
E-MAIL [bill@winningway.net](mailto:bill@winningway.net)

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

February 28, 2019

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

Attention: Mr. Kevin McKeever  
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District  
Foster High School Athletic Improvements Project  
4400 FM 743  
Richmond, Fort Bend County, Texas

Regarding: Proposal – Lamar Consolidated ISD  
Foster High School Athletic Improvements Project  
TAS Plan Review and Inspection

Dear Mr. Kevin McKeever,

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

**SCOPE OF SERVICES:**

The Consultant shall perform the following services:

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

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

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

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

**COMPENSATION:**

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

Lamar Consolidated ISD  
Foster HS Athletic Improvements Project

TAS – Plan Review	\$ 600.00
TAS – Site Inspection	\$ 675.00
TDLR Fee	\$ 175.00
Total	. \$1,450.00

**TERMS AND QUALIFICATIONS:**

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

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

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

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant’s scope of work does not include any services related to the presence of hazardous or toxic materials.

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

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

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

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

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

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

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

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

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

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

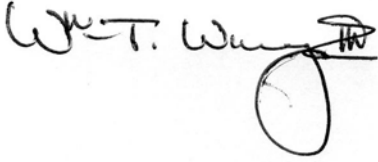
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

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

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

Proposal - Lamar Consolidated ISD  
Foster High School Athletic Improvements Project  
February 28, 2019  
Page 4 of 4

Respectfully,



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

ACCEPTANCE:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

CC:



**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR  
LANGUAGE OTHER THAN ENGLISH LABS**

**RECOMMENDATION:**

That the Board of Trustees approve cooperative purchasing agreement as the procurement method for Language Other English Labs (LOTE) at Foster High School, Lamar Consolidated High School, and Terry High School.

**IMPACT/RATIONALE:**

On November 15, 2018, the Board approved the procurement method of Competitive Sealed Proposals (CSP's) to be used for the procurement of projects in the 2017 Bond Program.

The installation of the LOTE labs is better suited to utilize the cooperative purchasing agreements method to solicit pricing from selected vendors.

**PROGRAM DESCRIPTION:**

The purchasing cooperative contracting method of procurement enables the District to utilize pre-priced unit costs. As the District must state its selected method of procurement in the notice to bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director Facilities and Planning  
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF 2019-2020 EMPLOYEE REPORT/END DATE TABLE**

**RECOMMENDATION:**

That the Board of Trustees adopt the 2019-2020 Employee Report/End Date Schedule as presented and approve begin and end dates for job titles as indicated on the table.

**IMPACT/RATIONALE:**

Those job titles in italics are funded by grants. Days can be changed by the grant-funding source.

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer  
Christine Muzik, Director of Staffing & Records Mgt.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**2019-2020 Employee Report / End Date Schedule**  
**Approved \*\*\*\*\***

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2018-2019 End Date	2019-2020 Report Date	2019-2020 End Date
	Cafeteria Monitor 2 ½ hour Water Safety Instructor	6/6	8/26	6/4
	Bus Driver (In-service 8/21, 8/22 & 8/23) Bus Aide (In-service-8/21, 8/22 & 8/23) Dispatcher-Trans (In-service-8/21, 8/22 & 8/23) =====	6/6	8/21	6/4
	Child Nutrition Helpers, Specialists and Managers - (In-service-8/21, 8/22 & 8/23)	6/6	8/21	6/4
Adaptive PE Teacher Choir Directors-Middle & Jr. High CTE Coordinator CTE Instructor (no extra days) Coaches (no extra days) <i>Early Childhood Specialist</i> Elem. Social Worker Family Support Specialist GT Facilitator <i>Home Instr. Project LEARN</i> Lead Nurse Orchestra Directors Orientation & Mobility Specialist <i>Parent Education Specialist</i> Parent Educator-THS Reading Recovery Teacher Leader School Nurse, R.N. Special Ed. Counselor Teacher (no extra days) Testing Coordinator <i>Title I Parent Educator-LHS</i>	Activity Reconciliation Clerk Admin. Asst. – Adult Transition Program Aide, Special Education Braille & Tactual Material Spec. Aide Cert. Peace Officer-HS,JH&ALC (10 month) Choir Asst./Accompanist Computer Assistance Aide Deaf Interpreter Elementary Clerk Instructional Aide Keyboarding Aide Lead Behavior Specialist Aide LVN-Campus LVN/Teacher Aide OT/PT Aide Proj. LEARN Parent Engagement & Lit. Spec. Sp. Ed Behavior Specialist Aide Traffic Control Monitor	6/7	8/15	6/5
Choir Director-High School CTE JH Modular Lab Teacher CTE IT Computer Maint. Teacher/Coord. CTE Health Science-Mod Lab Teacher =====	=====	6/7	8/13	6/5
CTE PLTW Teacher		6/11	8/15	6/9
ARD Specialist / Intervention Specialist Assistive Technology Specialist Educational Diagnostician / LSSP Elementary Counselor Elementary & Middle Librarian Licensed Speech Pathologist Asst. Licensed Speech Pathologist	SEMS Clerk, Sp. Ed.	6/11	8/13	6/9
7 <sup>th</sup> \ 8 <sup>th</sup> Grade Football Coach		6/7	8/8	6/5
=====	=====	6/11	8/12	6/9
Ag. Food & Nat. Res. JH Ag. Teacher CTE PLTW Teacher/Course Coord. Ed.&Child Svcs-Mod. Lab (Commercial) Hospitality JH Teacher Occupational Therapist Physical Therapist =====	Cert. Occupational Therapist Asst.			
Instructional Coord.-Elementary	=====	6/12	8/13	6/10
	Registrar Clerk-JDC			
Band Director-Middle School		6/7	8/6	6/5

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**2019-2020 Employee Report / End Date Schedule**  
**Approved \*\*\*\*\***

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2018-2019 End Date	2019-2020 Report Date	2019-2020 End Date
College Career Facilitator Counselor-Jr. High & Middle Instructional Coord. - Campus.- HS & JH Librarian-Jr. High =====		6/12	8/6	6/10
CTE Arch. & Construction Teacher CTE Culinary Arts Tchr. HS CTE Transportation Teacher Early Childhood Curr & Fam. Eng. Spec Instructional Coach =====	Liaison for At-Risk Attendance Aide =====	6/14	8/8	6/12
Drill Team/Dance Instructor, Head Instructional Facilitator – Sp. Ed. Jr. High Asst. Band Director Substance Abuse Specialist – ALC Vocational Adj. Coord. - ATP		6/7	8/1	6/5
High School Football Coach Jr. High School Band Director ROTC Instructor =====		6/7	7/30	6/5
	Admin. Asst to: Assistant Principal Associate Principal Counselor Attendance Clerk-JH & HS Child Nutrition Supervisor Receptionist – Campus, SE Annex Secretary-ASAP Dev. Center Sp. Ed. Secretary SESS Secretary/Clerk	6/13	8/5	6/11
High School Librarian =====		6/14	8/5	6/12
Varsity Special Teams Coordinator, FB		6/7	7/29	6/5
Athletic Trainer, Assistant Campus Coordinator, Jr. High		6/7	7/26	6/5
Ag. Teacher HS-No Project Supervision Athletic Trainer, Head CTE Career Prep/Practicum (Marketing) Varsity Offensive & Defensive Coord FB		6/7	7/25	6/5
1621 Counselor ALC Counselor =====		6/12	7/29	6/10
Digital Learning Coach =====	Athletic Office Clerk =====	6/14	7/31	6/12
	Concession Stand Manager	5/31	8/1	5/31
Band Director-High School Asst. =====		6/12	7/25	6/10
	Food Service Acct. Clerk	6/14	7/29	6/12
High School Counselor		6/17	7/29	6/15
Band Director-High School Head =====		6/14	7/25	6/12
	Adm. Asst. to Student Support Svc/At Risk	6/28	8/8	6/26
Asst. Principal-Elem & Middle Lead Diagnostician Lead LSSP Lead Speech Pathologist		6/14	7/24	6/12







**CONSIDER APPROVAL OF UNINTERRUPTABLE POWER SUPPLY PURCHASES**

**RECOMMENDATION:**

That the Board of Trustees approves the purchase of Uninterruptable Power Supplies (UPS) in the amount of \$37,405.34 from CDW-G.

**IMPACT/RATIONALE:**

The District has several UPS that are failing. As a result, each time there is an electrical power event at a campus or other building, the network equipment may abruptly shut down. When this happens, a technician must properly restart all the affected equipment. Not only does this disable the building's network but it costs the district money in wear and damage to equipment as well as staff time.

**PROGRAM DESCRIPTION:**

The 2014 bond included funds for UPS replacements and will be used to pay for this project. CDW-G offers these products through TIPS and DIR contracts.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer  
David Banks, Director of Network Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# QUOTE CONFIRMATION



DEAR DAVID BANKS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KLNZ325	2/28/2019	EATON UPS	4638123	\$37,405.34

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Eaton 5P 1500 RACKMOUNT - UPS - 1100 Watt - 1440 VA</a> Mfg. Part#: 5P1500R UNSPSC: 39121011 1. Dickenson ES Contract: Texas IT HW Peripherals - EATON - DIR-TSO-3865 (DIR-TSO-3865)	8	3063588	\$718.88	\$5,751.04
<a href="#">Eaton Extended Warranty - extended service agreement - 5 years - shipment</a> Mfg. Part#: 5SW5Y-1750UC UNSPSC: 81112307 Contract: TIPS Computers, Equipment, Components (180306)	8	3045455	\$109.92	\$879.36
<a href="#">Eaton 5P 1000 RACKMOUNT - UPS - 770 Watt - 1000 VA</a> Mfg. Part#: 5P1000R UNSPSC: 39121011 7. Hubenak ES Contract: Texas IT HW Peripherals - EATON - DIR-TSO-3865 (DIR-TSO-3865)	7	3032219	\$588.00	\$4,116.00
<a href="#">Eaton Extended Warranty - extended service agreement - 5 years - shipment</a> Mfg. Part#: 5SW5Y-1400UC UNSPSC: 81112307 Contract: TIPS Computers, Equipment, Components (180306)	7	3104934	\$82.43	\$577.01
<a href="#">Eaton 5P 3000 VA 120V Rack/Tower 2U - UPS - 2.7 kW - 3000 VA - lead acid</a> Mfg. Part#: 5P3000RT UNSPSC: 39121011 8. Admin Annex Contract: Texas IT HW Peripherals - EATON - DIR-TSO-3865 (DIR-TSO-3865)	11	2824741	\$1,180.70	\$12,987.70
<a href="#">Eaton Extended Warranty - extended service agreement - 5 years - shipment</a> Mfg. Part#: 5SW5Y-3000UC UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MARKET	11	3047573	\$263.13	\$2,894.43
<a href="#">Eaton Network M2 - remote management adapter</a> Mfg. Part#: NETWORK-M2 UNSPSC: 43201404 Contract: TIPS Computers, Equipment, Components (180306)	26	5364622	\$228.04	\$5,929.04

**QUOTE DETAILS (CONT.)**

<b>Eaton Powerware Environmental Monitoring Probe</b>	26	972057	\$164.26	\$4,270.76
Mfg. Part#: 116750224-001				
UNSPSC: 43222634				
Contract: TIPS Computers, Equipment, Components (180306)				

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$37,405.34
<b>Billing Address:</b> LAMAR CONSOLIDATED SCHOOL DISTRICT ACCTS PAYABLE 3911 AVENUE I ROSENBERG, TX 77471-3901 <b>Phone:</b> (281) 341-3100 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$37,405.34</b>
	<b>DELIVER TO</b>	
<b>Shipping Address:</b> LAMAR CONSOLIDATED SCHOOL DISTRICT 4907 AVENUE I ROSENBERG, TX 77471-3465 <b>Shipping Method:</b> UPS Ground	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Mike LaRocco

(866) 229-6142

miclaro@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager

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**CONSIDER APPROVAL OF DISTRICT-WIDE COMPUTER REFRESH**

**RECOMMENDATION:**

That the Board of Trustees approve Dell to provide services, hardware, and software to facilitate the district-wide computer refresh project in the amount of \$6,435,630.

**IMPACT/RATIONALE:**

Approximately 8,200 student laptops, 400 staff laptops and 350 desktop computers have reached their end of life and no longer meet District requirements for performance or reliability. These computers are primarily located in campus laptop carts and libraries. This project will also replace the standard laptop computers used by the District's Project Lead the Way engineering students and teachers with industry-standard mobile workstations to better meet the growing demands of 3D design software and projects.

**PROGRAM DESCRIPTION:**

Dell was selected from the DIR state competitive bid (DIR-SDD-3763) to fulfill this project. Dell will provide comprehensive and turn-key services for all proposed system hardware, software and ancillary products, including all costs for training, warranty, maintenance, project management and project close-out. With approval, the project will begin April 2019 and be 100% completed and accepted by October 15, 2019. The actual computer replacement will begin June 10, 2019 and be completed by August 16, 2019. This project will be funded from 2017 bond funds dedicated to computer refresh.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services  
David Jacobson, Chief Technology Information Officer  
Chris Nilsson, Director of Technology Support Services

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**Statement of Work for  
Managed Deployment Services  
Lamar Consolidated Independent School District**

# Table of Contents

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<b>1</b>	<b>INTRODUCTION.....</b>	<b>3</b>
<b>2</b>	<b>SUMMARY OF SERVICE .....</b>	<b>4</b>
<b>3</b>	<b>ENGAGEMENT DETAILS .....</b>	<b>4</b>
3.1	Scope of Services .....	4
3.2	Project Timeline .....	7
3.3	Services Out of Scope .....	7
3.4	Assumptions .....	8
3.5	Customer Responsibilities .....	10
3.6	Service Hours .....	12
<b>4</b>	<b>PRICING .....</b>	<b>12</b>
4.1	Estimate Revisions .....	12
4.2	Expenses .....	12
4.3	Additional Pricing Terms .....	13
<b>5</b>	<b>CHANGE MANAGEMENT PROCESS .....</b>	<b>14</b>
<b>6</b>	<b>OTHER PROVISIONS .....</b>	<b>14</b>
<b>7</b>	<b>SIGNATURES.....</b>	<b>17</b>
	<b>Appendix A: Change Request Form .....</b>	<b>18</b>
	<b>Appendix B: Supported Sites .....</b>	<b>19</b>
	<b>Appendix C: Definitions.....</b>	<b>20</b>
	<b>Appendix D: Time &amp; Materials Pricing Table.....</b>	<b>22</b>
	<b>Appendix E: Major Metropolitan Areas.....</b>	<b>23</b>

# 1 INTRODUCTION

<b>“Dell EMC Services”</b>	Dell Marketing L.P.
<b>“Dell EMC Services Address”</b>	One Dell Way, Round Rock TX 78682, United States
<b>“Customer” or “Customer Short Name”</b>	<b>Lamar Consolidated Independent School District</b>
<b>“Customer Address”</b>	3911 Avenue Rosenberg, TX 77471
<b>“SOW”</b>	This Statement of Work.
<b>“Services”</b>	The services as described in this SOW.
<b>“Term”</b>	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that Dell EMC Services completes the provision of Services in accordance with this SOW.
<b>“Effective Date”</b>	The date of the last signature below.
<b>“Agreement”</b>	The Services performed, provided under this SOW, are governed by and subject to the terms and conditions in the Agreement that exists between Dell Marketing, L.P. (“Dell”) and the Texas Department of Information Resources (the “DIR Dell Agreement”, DIR-TSO-3763 -- Dell Contract Code 75AHH -- effective January 10, 2018), under such contract Customer has elected to participate as an eligible public entity.
<b>“Deliverables”</b>	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by Dell EMC Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in the Dell EMC Services standard document format, unless otherwise mutually agreed.
<b>“Reference”</b>	SFDC # 15916238

The terms “**Dell EMC Services**”, “**Dell EMC Services Address**”, “**Customer**”, “**Customer Address**”, “**SOW**”, “**Services**”, “**Agreement**”, “**Effective Date**”, “**Term**” and “**Deliverables**” have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.



The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form
- Appendix B – Supported Sites
- Appendix C – Definitions
- Appendix D – Time & Materials Pricing Table
- Appendix E – Major Metropolitan Areas

## 2 SUMMARY OF SERVICE

---

This section provides an overview of the Services. This section does not form part of the SOW and is added for information purposes only.

- Project is expected to occur at multiple locations within Lamar CISD, in Rosenberg, TX.
- The duration of the project is expected to be ninety (90) days.
- Services are estimated to affect 8000 units.
- Security clearance required: None
- The start date of the deployment shall be contingent upon completion of the Scheduling Assumptions.
- Dell will deliver Services for Customer's sites identified in Appendix B (each, a "Customer Site").

### Services Scope

- Warehouse and Redeliver New Customer System
- Installation of Laptop into Charging Cart
- De-Installation Laptop from Charging Cart
- Onsite Image Load
- Off Campus Trash Removal

## 3 ENGAGEMENT DETAILS

---

In connection with this SOW, Dell EMC Services will perform the Services as specifically described herein.

### 3.1 Scope of Services

Dell EMC Services will perform the following Services under this SOW:

#### 3.1.1 Pre-Deployment Activities

Dell and Customer will complete the activities listed below before managed deployment services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

- 1) **Site Survey and End-User Profiles.** Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.

- 2) **Pilot Test.** Dell will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems (in each case, as determined by Dell in its discretion) and validate the following requirements: average installation time, information flow, procedures for each deployment activity, system environment, timings, and assumptions.
- Dell and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of automated migration tools must be finalized before Dell will commit resources to perform the pilot. Upon completion of the pilot, Dell and Customer will review the results and identify any necessary modifications to the Services and/or prices.
- 3) **Schedules.** Dell and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the “Deployment Schedule”). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

### 3.1.2 Managed Deployment Installation Services

Dell will be conducting the following deployment activities. Detailed information on how these Services are organized on groups for the Customer is specified herein.

#### 3.1.2.1 Logistics Services

##### 3.1.2.1.1 *Warehousing and Redelivery New Equipment*

- Provide warehouse facility for receiving and storing systems in Houston, TX.
- Pricing will be based on up to ninety (90) days billing cycle on a per system basis; additional charges will apply per unit for any portion of thirty (30) days and for each thirty (30) days after initial term.
- Confirm delivery locations, contacts, and schedule with Customer Project Coordinator.
- Sign out of equipment to be delivered.
- Provider will deliver the equipment date specific per the pre-determined scheduled mutually agreed by all parties.
- Deliver equipment to correct location; deliver inside to staging location designated by Customer.
- One (1) scheduled delivery for each one (1) location.
- Secure acceptance documentation.
- Accept/cover risk of loss for systems while in Provider’s possession.
- Dell will provide logistics reporting to include service tag, MAC Address and assigned location prior to delivery.
- Dell will ensure boxes will be clearly labeled with appropriate Customer delivery address.
- Dell will not be responsible for any Federal, State, or Local fees and/or taxes associated with the sale of any product.

#### 3.1.2.2 On-Site Installation Services

##### 3.1.2.2.1 *De-installation of Laptop from Charging Cart*

- Disconnect the Legacy Laptop from power cord.
- Remove Legacy Laptop from cart.
- Remove power brick from cart.

- Place Legacy Laptop components in boxes using packaging materials from the new Client System or other materials supplied by Customer if applicable.
- Move the Legacy Laptop to an on-site storage area designated by Customer in the deployment building.
- Log status of cart to include notification of any damage as per mutually agreed upon guidelines.
- **Note:** Customer, where feasible, will provide early access to carts for de-installation, shelf installation and power brick installation.
- **Note:** All charging carts will be pre-existing; SOW scope does not include warehousing of charging carts.

#### 3.1.2.2.2 *Installation of Laptop into Charging Cart*

- Unpack new Client System from shipping boxes and inspect components for any damage.
- Verify service tag for each new Customer System against packing slip and location allocation as defined with Customer.
- Notify stakeholders of any discrepancy or damage regarding the shipment of equipment.
- Install provide shelf in cart, if applicable.
- Install power brick into cart and perform cable management as mutually agreed upon in Customer-provided instructions.
- Install laptop into correct shelf and connect to power cord.
- **Note:** Customer, where feasible, will provide early access to carts for de-installation, shelf installation and power brick installation.
- **Note:** All charging carts will be pre-existing; SOW scope does not include warehousing of charging carts.

#### 3.1.2.2.3 *Onsite Image Load*

- Imaging will take place onsite during the installation process.
- Image via Customer network:
  - Perform BIOS updates to queue device for automatic overnight imaging as per Customer-provided instructions, to include setting auto on time based on Customer map and corresponding cart and shelf or physical location.
  - As part of the image load project Dell technicians will be assigned to return the following day to complete validation and function test as agreed to by both parties including the below.
    - Validate image load;
    - Confirm device name;
    - Confirm domain join;
    - Confirm wireless connectivity;
    - Perform quality control for cart cable management.

#### 3.1.2.2.4 *Offsite Trash Removal*

- Removal of deployment trash off Customer premises.

### 3.1.3 Project Management

Dell EMC Services will assign a single point of contact (“**SPOC**”) to manage the delivery of this engagement.

#### **Dell EMC Services Project Management Responsibilities.**

Dell EMC Services and/or its Project Manager will perform the following activities:

- Serve as SPOC for all service delivery issues.
- Manage Dell EMC Services tasks and resources associated with the Services and coordinate activities with Customer.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Use standard industry recognized project management tools and methodologies.
- Employ a reporting mechanism to identify project tasks, next steps, and issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.

#### **Customer Project Management Responsibilities.**

Customer and/or its Project Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell EMC Services.
- Coordinate the scheduling of all Customer-designated resources required for the Services.
- Obtain all consents, approvals, and licenses required by Customer’s suppliers, licensors, and lessors necessary to support or permit the provision of Services under this SOW.
- Assign a site coordinator for each Customer site where Services will be provided.

## 3.2 Project Timeline

Dell EMC Services anticipates the Services will span an estimated period of ninety (90) days. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

## 3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) The development of any intellectual property created solely and specifically for the Customer under this SOW.
- 3) Any Dell training or certification services not specifically described in this SOW.
- 4) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer’s operating environment.
- 5) Procurement, shipping, or warehousing of hardware, software, or other equipment required for the Services unless otherwise stated in the SOW.
- 6) Packaging software applications for installation.
- 7) Providing end user orientation, training, or support.

- 8) Transporting equipment between buildings or between Customer sites, or moving equipment between floors without the use of elevators.
- 9) Packing, shipping, or disposing of legacy systems unless otherwise stated in the SOW.
- 10) Removing viruses (Dell will promptly notify Customer Site Coordinator upon discovery of virus).
- 11) Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
- 12) Warranty services or remedial hardware maintenance or software maintenance.
- 13) Warranty services for third-party products which are not provided by Dell.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, Dell EMC Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

## 3.4 Assumptions

Dell EMC Services has made the following specific assumptions while specifying the Services detailed in this SOW:

### 3.4.1 Deployment Density Allocation Assumptions

Services below are grouped based on Customer requirements. Detailed information on the specific deployment activities for each one of the following service groups is in Section 3.1 Scope of Service and Section 4 Pricing, herein.

#### 3.4.1.1 Blended Services

Service Group	Density Bands	Quantity
	1 system visit	-
	2 to 5 systems/visit	-
	6 to 9 systems/visit	-
	10 to 35 systems/visit	-
	36 to 99 systems/visit	-
	100+ systems/visit	8000
	<b>Total Systems</b>	<b>8000</b>

### 3.4.1.2 Timing Assumptions

Deployment Service	Disposition	Items	Time Assumption
Warehouse and Redeliver New Customer System	System	8000	N/A
Installation of Laptop into Charging Cart	System	8000	15 min.
De-Installation Laptop from Charging Cart	System	8000	10 min.
Onsite Image Load	System	8000	15 min.
Off Campus Trash Removal	System	8000	N/A

### 3.4.2 Scheduling Assumptions

- 1) Schedules will maximize the quantity of Services at each Customer Site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer Site.
- 2) Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management Process.
- 3) Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer Site.
- 4) Services will be scheduled to take place over consecutive days at a Customer Site to ensure maximum efficiency of resources.
- 5) Customer will meet the following scheduling milestones:

Scheduling Milestones	Business Days	Execution
Pilot Test Performed	15	Following Effective Date of the SOW or as mutually agreed
Installation Instructions finalized	15	Prior to the date of the first scheduled deployment
Site Surveys complete	15	Prior to scheduled deployment
Site ready to receive Services	10	Prior to scheduled deployment
Schedule Groups finalized, Schedule locked	15	Prior to scheduled deployment
End-user profiles completed	10	Prior to scheduled deployment
Customer to provide all logon IDs, passwords, domain specifications and personal settings for each end-user	5	Prior to scheduled deployment

### 3.4.3 IT Environment & Technical Assumptions

- 1) Desktop/laptop operating system, Windows 7, Windows 8 or Windows 10.
- 2) Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for login, data transfer, application loads, and imaging.
- 3) Customer provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.
- 4) Network infrastructure is stable and consistent across all Customer Sites.
- 5) Standard implementation of dynamic host configuration protocol (DHCP) addresses is utilized.
- 6) Dell is not responsible for application malfunctions or conflicts between Customer applications.
- 7) Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.

- 8) If required, Customer provides all VPN hardware and/or software required for joining machines to Customer's domain including, but not limited to, two (2) Ethernet interfaces (DHCP and class C addresses required).

#### 3.4.4 General Assumptions

- 1) Dell will dispose of deployment related trash to onsite Customer-provided disposal area within same building at Customer Site, unless stated otherwise in this SOW.
- 2) Customer does not require resources to have any United States Federal DoD Security Clearances (Secret, Top Secret, Top Secret / SCI, Top Secret / SCI with Polygraph, etc.).
- 3) Systems weighing more than fifty (50) pounds require an additional resource to assist with handling the system, which may require additional charges.
- 4) Customer is advised and agrees that modifications Customer makes, or changes Dell, its subcontractors or any third-party makes on Customer's behalf, to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.

### 3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to Dell EMC Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, Dell EMC Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

- 1) Promptly notifying Dell EMC Services in writing of: a) any changes Customer makes to its information technology environment that may impact Dell EMC Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
- 2) Provide Dell EMC Services with any required consents necessary to perform the Services.
- 3) Maintain a current version of an anti-virus application continuously running on any system to which Dell EMC Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before Dell EMC Services performs any work on Customer's production systems.
- 4) Developing or providing documentation, materials and assistance to Dell EMC Services.
- 5) Unless this SOW specifically requires Dell EMC Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, Dell EMC Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Dell EMC Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- 6) Ensuring the Dell EMC Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet Dell EMC Services' requirements for the products and Services purchased.
- 7) Prior to the start of this SOW, indicating to Dell EMC Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
- 8) Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and



resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and Dell EMC Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.

- 9) Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions (“**Technical Contacts**”). Dell EMC Services may request that meetings be scheduled with Technical Contacts.
- 10) Making appropriate service outage windows available for Dell EMC Services as needed.
- 11) The physical and network security of Customer environment.
- 12) Providing all documentation on Dell EMC Services standard templates unless both parties agree otherwise.
- 13) Ensure Customer’s Site coordinator is on-site and available at the deployment site.
- 14) Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity).
- 15) Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule.
- 16) Ensure all systems and related equipment are easily accessible by Dell without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation.
- 17) Receive hardware at Customer’s receiving dock or provide access, as applicable.
- 18) Provide carts for transporting hardware within deployment site.
- 19) Advise Dell prior to locking schedule of any unique site entry requirements.
- 20) Provide Dell with the physical location of each end-user desk where the Services are to be performed as well as location of printers to be mapped per system, if applicable.
- 21) Provide Dell with local administration rights necessary to perform the Services and ensure the domain login is enabled.
- 22) Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment.
- 23) Provide Dell with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site.
- 24) In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.
- 25) Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities.
- 26) Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs).
- 27) Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues.
- 28) At the conclusion of the Services, change all system and network access credentials to prevent further Dell access to systems and networks.

### 3.6 Service Hours

Dell EMC Services will perform the Services during normal business hours typically 08:00 AM to 5:00 PM, Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell EMC Services and Customer.

## 4 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Charges shall be as follows:

The per-unit price for the Services to be performed by Dell EMC Services and applicable cancellation and rescheduling fees for the Services are listed below (see "**Pricing Structure**" in definitions provided in Appendix C).

Dell EMC Services will invoice Customer monthly in arrears based on the actual number of assets ("**Units**") as recorded in the system of record, multiplied by the per Unit cost set forth in the table below.

Description of the Services	Units	Per Unit Price
Student Devices: <ul style="list-style-type: none"><li>Warehouse and Redeliver New Customer System</li><li>Installation of Laptop into Charging Cart</li><li>De-Installation Laptop from Charging Cart</li><li>Onsite Image Load</li><li>Off Campus Trash Removal</li></ul>	6500	\$55.25
Individual Devices: <ul style="list-style-type: none"><li>Warehouse and Redeliver New Customer System</li><li>Onsite Image Load</li><li>Off Campus Trash Removal</li></ul>	1500	\$42.65
As-Needed Additional Warehousing (each additional 30 days)	TBD	\$4.10

### 4.1 Estimate Revisions

Should Dell EMC Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, Dell EMC Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

### 4.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, Dell EMC Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

## 4.3 Additional Pricing Terms

- 1) The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell EMC Services after such thirty (30) day period, Dell EMC Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Services is based on Customer's environment as disclosed to Dell EMC Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify Dell EMC Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, Dell EMC Services may terminate this SOW with notice to Customer.
- 3) Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, Dell EMC Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
- 4) If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by Dell EMC Services vary by +/- five (5%) percent, Dell EMC Services has the right to adjust the pricing to reflect such changes.
- 5) All prices are in US Dollars (USD) and are exclusive of all applicable taxes.
- 6) Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to Dell EMC Services, additional charges may apply.
- 7) In the event the Term of this SOW extends beyond one (1) year, Dell EMC Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.
- 8) Schedule delays outside of Dell EMC Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
- 9) Price excludes travel incurred due to schedules that cause excessive travel between customer sites.
- 10) Price includes travel expenses within fifty (50) miles of a major metropolitan area as defined by Dell.
- 11) Minimum quantity of 8000 new systems to receive Services under the SOW.
- 12) Per the Time and Material Pricing Table in Appendix D, rates will be invoiced to and will be paid by Customer, for the following:
  - a) Customer delays exceeding fifteen (15) minutes beyond the scheduled time for the Services to be performed; such charges will be invoiced in thirty (30) minute increments.
  - b) Services requested when the technician is not currently onsite are charged based on a 2-hour minimum per incident.
  - c) Out-of-scope services (see Section 3.3 Out of Scope Services herein).
  - d) Services performed outside the defined Service Hours.
  - e) Services designated as Time & Materials.
- 13) Cancellation or Rescheduling of any scheduled deployment after the schedule has been locked may be subject to additional fees plus any actual and reasonable travel expenses incurred. See Definitions "Cancellation" and "Reschedule" for fee schedule.
- 14) Prices exclude costs for procurement of any hardware or software.

- 15) Payment for any hardware ordered from Dell is due in accordance with Dell's standard terms for such purposes (unless the parties have entered into a separate agreement regarding acquisition of the hardware, in which case payment for the hardware would be due in accordance with such separate agreement) and shall in no case be contingent upon performance or delivery of the Services and/or installation described in this SOW.
- 16) For clarity, any hardware failures that are discovered in connection with Dell's delivery of the Services will be resolved via the Customer's existing warranty for such failed hardware. In the event warranties for failed hardware are expired or otherwise not effective, Dell will provide reasonable support to Customer to facilitate resolution of the failed hardware so that Services hereunder may be completed. In no event will Dell assume financial responsibility for Customer's failed hardware where such failure is not the direct result of Dell's actions as indicated by root cause analysis.

## 5 CHANGE MANAGEMENT PROCESS

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To ensure the success of this engagement, it is critical that Customer and Dell EMC Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "Change Management Process") for managing changes to the SOW. Customer or Dell EMC Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form found in Appendix A.
- Change Validation – Dell EMC Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – Dell EMC Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and Dell EMC Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor Dell EMC Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within seven (7) calendar days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, Dell EMC Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and Dell EMC Services.

## 6 OTHER PROVISIONS

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The Services, including any Deliverables, are subject to the following:

- 1) Dell EMC Services may use affiliates and subcontractors to perform the Services.
  - 2) Dell EMC Services may perform all or part of the Services off-site at a Dell EMC Services location or other location.
  - 3) The Services may be performed outside the country in which Customer and/or Dell EMC Services is located. From time to time, Dell EMC Services may change the location where Services are
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performed and/or the party performing the Services; provided however, Dell EMC Services shall remain responsible to Customer for the delivery of Services.

- 4) Customer acknowledges that Dell EMC Services will request Customer's participation in a Customer feedback survey. Additionally, Dell EMC Services may approach Customer to serve as reference regarding Dell EMC Services' performance of the Services. If Customer agrees to be a reference, Customer and Dell EMC Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between Dell EMC Services' customers and potential customers.
  - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
  - b) Dell EMC Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
  - c) We limit usage of Customer reference to no more than once per month.
  - d) We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
- 5) Dell EMC Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than Dell EMC Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell EMC Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse Dell EMC Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
- 6) Customer, not Dell EMC Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to Dell EMC Services. Dell EMC Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. Dell EMC Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and Dell EMC Services is entitled to rely on all decisions and approvals of Customer.
- 7) The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. Dell EMC Services is not providing legal or regulatory advice.
- 8) Unless this SOW specifically requires otherwise, Dell EMC Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell EMC Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. Dell EMC Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by Dell EMC Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by Dell EMC Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.

- 9) Dell EMC Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
- 10) To the extent Dell EMC Services' liability is not anyway excluded under the Agreement, Dell EMC Services will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 11) Dell EMC Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
- 12) Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
- 13) No Dell EMC product is or can be licensed or purchased under this document. Any purchase or licensing of Dell EMC products is governed by the terms of a separate license or purchase agreement between the parties. Dell EMC Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell EMC product.
- 14) The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment.
- 15) Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education. A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any Dell-branded equipment covered by this SOW is deemed to be a NDS at the time of installation, Dell will notify Customer that the equipment is NDS, and if the equipment is under warranty, then Customer is responsible for requesting warranty service per the terms of the warranty associated with the NDS equipment identified.

## 7 SIGNATURES

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Please review this SOW for accuracy. If the terms are acceptable, please sign and return to Dell EMC via email at [Dawn\\_Barnes@Dell.com](mailto:Dawn_Barnes@Dell.com). This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between Dell EMC Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

**Lamar Consolidated Independent School District**

**Dell Marketing L.P.**

**Signature:** .....

**Signature:** .....

**Printed Name:** .....

**Printed Name:** .....

**Title:** .....

**Title:** .....

**Date:** .....

**Date:** .....

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell EMC Services receives a purchase order (“**PO**”) from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer’s PO, the SPOC will contact Customer to begin scheduling Services.



# Appendix A: Change Request Form

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The Change Request Form may be found at: [www.dell.com/servicecontracts/RFC](http://www.dell.com/servicecontracts/RFC)



## Appendix B: Supported Sites

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The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty
Lamar Consolidated Independent School District	Multiple locations within the Lamar Consolidated ISD.				8000

## Appendix C: Definitions

<b>Average Installation Time</b>	The Average Installation Time is calculated based on the aggregate quantity of new Client Systems installed per Customer per quarter. Installation times, including quantities of peripherals, will be evaluated on a monthly basis by the Dell PMO.
<b>Cancellation</b>	<p><u>Site Cancellation</u>: A site cancellation occurs when Customer cancels the Services for the site after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule (see "Reschedule").</p> <p>Site Cancellation Fee Scenarios:</p> <p>For cancellations with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.</p> <p>For cancellations with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.</p> <p><u>User Cancellation</u>: A user cancellation occurs when Customer cancels the Services for the user after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule.</p> <p>User Cancellation Fee Scenario:</p> <p>Customer will be assessed the full price of the scheduled deployment for each user within the contiguous delivery of Services.</p> <p>Any new scheduled date for a user that is outside the contiguous delivery of Services will be in accordance with the Change Management Process.</p>
<b>Change Order</b>	A written and signed request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.
<b>Clearances</b>	<p><u>Secret</u>: Dell will provide on-site technical resources with a Secret clearance as defined in the Government-provided "DD Form 254".</p> <p><u>Top Secret</u>: Dell will provide on-site technical resources with a Top Secret clearance as defined in the Government-provided "DD Form 254".</p> <p><u>Top Secret-SCI (Sensitive Compartmented Information)</u>: Dell will provide on-site technical resources with a Top Secret-SCI clearance as defined in the Government-provided "DD Form 254".</p> <p>NOTE: This level of warranty support is based on the systems being located in areas accessible by non-cleared Dell service personnel. In the event that the systems are relocated and reside in a secure area when onsite service is required, Dell will work with Customer to develop a suitable plan for support.</p> <p>Upon award of a Secret, Top Secret, or Top Secret-SCI contract, Dell's FSO (Facility Security Officer) must receive the Government-issued "CONTRACT SECURITY CLASSIFICATION SPECIFICATION" or most commonly called "DD Form 254" before service can begin. Dell's FSO will manage the "DD Form 254" for validation and processing.</p>
<b>Client Systems</b>	Desktop: CPU and monitor; Laptop: which may include a docking station.

<b>Legacy System</b>	<b>The computer system installed at Customer's site which is to be upgraded or de-installed, removed and replaced with a Dell computer system during a site installation event. Server or workstation class computer systems and external peripherals are not Legacy Systems.</b>
<b>Pricing Structure</b>	<p><u>Blended Pricing</u> is based on the estimated units to be deployed per site per visit provided by Customer prior to the deployment. Variances in the estimated units to be deployed in excess of (+/-) five (5) percent of the actual units deployed per site per visit will be subject to Tiered Pricing.</p> <p><u>Tiered Pricing</u> is based on actual units deployed per site per visit.</p>
<b>Reschedule</b>	<p><u>Site Reschedule</u>: A site reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule (see "Cancellation").</p> <p>Site Reschedule Fee Scenarios:</p> <p>For reschedules with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.</p> <p>For reschedules with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.</p> <p><u>User Reschedule</u>: A user reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule.</p> <p>User Reschedule Fee Scenarios:</p> <p>Providing Dell can perform Service within the contiguous delivery of Services, Customer will be assessed the full amount of the scheduled deployment for each user.</p> <p>Users rescheduled outside the contiguous delivery of Services will be in accordance with the Change Management Process.</p>
<b>Schedule Group</b>	A group of deployment events that are scheduled to occur on a specific date at a specific time at a specific location.
<b>Service Hours</b>	<p>Customer and Dell will agree upon the hours that Services are to be performed ("Service Hours"). Typical Service Hours options are:</p> <p><u>Business Hours</u> - Monday through Friday, 8:00 a.m. to 5:00 p.m. local time based on a forty (40) hour week, excluding nationally-observed holidays.</p> <p><u>Outside Business Hours</u> - Monday through Friday beyond 5:00 p.m. local time.</p> <p><u>Weekends and Nationally-Observed Holidays</u> - New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas.</p>
<b>Services</b>	The complete set of services to be performed by Dell described in this Statement of Work "SOW."
<b>Provider</b>	Dell's Service Provider that will be executing the services on behalf of Dell and managed by Dell under this Statement of Work

## Appendix D: Time & Materials Pricing Table

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### Time & Materials Pricing Table

Time & Materials Concept	Disposition	Cost
Time & Materials Rates - (During Service Hours - Per Hour)	N/A	\$53.50
Time & Materials Rates - (Outside Service Hours - Per Hour)	N/A	\$61.00
Project Management Office (Extension Fee for Services Beyond Term - Per Week)	N/A	\$3,325.00

## Appendix E: Major Metropolitan Areas

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in Section 5.

City	State	City	State	City	State
Birmingham	AL	Kansas City	KA	Rochester	NY
Montgomery	AL	Wichita	KS	Syracuse	NY
Fayetteville	AR	Erlanger	KY	Brecksville	OH
Little Rock	AR	Louisville	KY	Cincinnati	OH
Phoenix	AZ	Lake Charles	LA	Cleveland	OH
Tempe	AZ	Metairie	LA	Columbus	OH
Tucson	AZ	New Orleans	LA	Oklahoma City	OK
Bakersfield	CA	Shreveport	LA	Tulsa	OK
Fresno	CA	Sulphur	LA	Eugene	OR
Grover Beach	CA	Boston	MA	Portland	OR
Los Angeles	CA	Malden	MA	Camp Hill	PA
Sacramento	CA	Westboro	MA	Coraopolis	PA
San Diego	CA	Portland	ME	Harrisburg	PA
San Francisco	CA	Detroit	MI	Philadelphia	PA
San Jose	CA	Grand Rapids	MI	Pittsburgh	PA
San Luis Obispo	CA	Livonia	MI	Sharon Hill	PA
W Sacramento	CA	Arden Hills	MN	Charleston	SC
Denver	CO	Duluth	MN	Columbia	SC
Hartford	CT	Minneapolis/St. Paul	MN	No. Charleston	SC
Shelton	CT	Columbia	MO	Knoxville	TN
Washington	DC	Fenton	MO	Memphis	TN
Ft. Lauderdale	FL	Jefferson City	MO	Nashville	TN
Jacksonville	FL	Kansas City	MO	Austin	TX
Miami	FL	St. Louis	MO	Corpus Christi	TX
Orlando	FL	Jackson	MS	Dallas	TX
Pensacola	FL	Pearl	MS	El Paso	TX
Tallahassee	FL	Billings	MT	Houston	TX
Tampa	FL	Charlotte	NC	Lubbock	TX
Atlanta	GA	Durham	NC	San Antonio	TX
Forest Park	GA	Raleigh	NC	Salt Lake City	UT
Cedar Rapids	IA	Wilmington	NC	Herndon	VA
Des Moines	IA	Bismarck	ND	Richmond	VA
Boise	ID	Omaha	NE	Roanoke	VA
Chicago	IL	Newark	NJ	Williston	VT
Elk Grove Village	IL	Albuquerque	NM	Seattle	WA
Peoria	IL	Las Vegas	NV	Spokane	WA
Evansville	IN	Reno	NV	Tukwila	WA
Ft. Wayne	IN	Albany	NY	Madison	WI
Indianapolis	IN	New York	NY	Charleston	WV
				Nitro	WV

**CONSIDER APPROVAL OF CONTRACTED SERVICES  
FOR COMPUTER REFRESH PROJECT MANAGEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve Go IT Services, Inc. for professional services relating to Computer Refresh Project Management Phase I not to exceed \$75,000 and authorize the Superintendent to negotiate the final contract.

**IMPACT/RATIONALE:**

The computer refresh project in the 2017 Bond will be completed in multiple phases. Phase I will replace approximately 9,000 desktop and laptop computers. Due to the size and complexity of this project, project management services are needed to ensure that: (1) the proper computers are scheduled for replacement, (2) the hardware vendor provides all equipment and services as agreed upon in the contract(s), and (3) the deployment process is communicated and completed as efficiently and effectively as possible.

**PROGRAM DESCRIPTION:**

Technology Services selected GoIT Services, Inc. from the DIR state competitive bid (DIR-TSO-3932) to provide the District with support in planning the scope and logistics for the work, hardware/services vendor evaluation, project communication, timeline adherence, vendor compliance, and oversight. Funds from the technology portion of the 2017 Bond dedicated to computer refresh will be used to fund this service.

Submitted by:           Leslie Haack, Deputy Superintendent of Support Services  
                              David Jacobson, Chief Technology Information Officer  
                              Chris Nilsson, Director of Technology Support Services

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



**STATEMENT OF WORK (SOW)**  
**FOR**  
**DELIVERABLES-BASED INFORMATION**  
**TECHNOLOGY SERVICES**

**Project Management and Technical Services**  
**for**  
**Computer Refresh Project**

*Lamar Consolidated Independent School*  
*District*

*March 4, 2019*

**Statement of Work (SOW)  
for Deliverables-Based Information Technology Services (DBITS) Contract  
Project Management for Computer Refresh Project**

**1. Introduction**

This statement of work covers services to be performed by Go IT Services for the Lamar Consolidated Independent School District (LCISD) as related to project management of the district's Computer Refresh Project. This statement of work is governed by contract number DIR-TSO-3932 as executed by and between the Texas Department of Information Resources and Go IT Services.

**2. Background**

LCISD is an independent school district with 40+ campuses covering the Richmond/Rosenberg area. LCISD is refreshing computers at all district campuses. The district wishes to avail of Go IT Services project management and other technical services to ensure proper planning, coordination and execution of the refresh project with district selected computer vendor. LCISD intends to refresh about 9,000 laptops and desktop across all campuses according during summer, 2019.

**3. Scope**

Go IT Services will provide LCISD with a technical project manager (PM) to manage the refresh project; as well, Go IT Services will provide other technical resource(s) that will support the PM in performing quality assurance, deliverables acceptance, documentation, and coordination activities as related to the Computer Refresh project.

The PM will act as the district's resource responsible for creating and managing the overall project plan, coordinating, documenting, and communicating activities with the selected refresh vendor and district/campus staff to ensure a successful, timely, and least disruptive refresh of district computers.

*Project Planning*

- The PM will establish, manage, communicate and maintain a project plan that identifies tasks, owners, and timelines for computer refresh activities at each LCISD campus as well as a master project plan for the project as a whole.
- In accordance with the summer schedule, the PM will coordinate with vendors a refined refresh deployment schedule that includes identification of specific tasks, start and completion dates, and roles and responsibilities for all planned work.
- The PM will coordinate planned activities with the corresponding vendor and district resources to ensure work plans are viable and can be completed on time.
- During the project planning period, the PM will also create a communications plan, a change management plan, and a deliverables acceptance plan.

*Project Execution*

- Before refresh activities take place, the PM will coordinate and conduct initial Campus walkthroughs with campus administration. The PM will submit a document to the vendor and LCISD indicating computer locations and counts.

**Statement of Work (SOW)  
for Deliverables-Based Information Technology Services (DBITS) Contract  
Project Management for Computer Refresh Project**

- Additionally, the PM will validate existing computer inventory with corresponding serial number, make/model, and room number; this list will be submitted to LCISD staff for asset recovery considerations.
- As refresh activities ensue, the Go IT Services PM will ensure there is a mechanism for documenting the work completed. This will include capture of serial number, make, room, any cabling (laptop cart rewire), as well as date and time of all installation work. This data will be published to district staff periodically as the project progresses (see Project Communication below).
- As the project proceeds, the project manager will conduct work site reviews at the beginning of each campus project and as needed to ensure work is proceeding to plan and will work to resolve and communicate any issues.
- The PM will document opportunities, efficiencies, delays, and obstacles, along with adjustments and provisions needed to keep the project within schedule.

*Project Communication*

- The PM will manage communications with LCISD district and campus stakeholders and vendor. The PM will act the single point of contact for the project as a whole ensuring project activities are documented and align to project tasks and deliverables.
- As the project proceeds, the PM will track and document activities as they occur and report status of actual vs. planned progress as follows:
- A Status Report will be produced periodically as required by the district and distributed to district and vendor stakeholders. The status report will present individual status of each campus; it will also list activities completed to date, planned activities for the next reporting period, and issues that impact the project along with owners and action items for resolution.
- As needed, the PM will organize periodic Status Meetings with key district and vendor resources to review status, discuss issues, and evaluate deliverables and any change requests. These meetings will establish common understanding of project progress and facilitate proper communication of progress, concerns, and changes. The PM will document meeting minutes and action items for follow up.
- Additionally, the PM will organize Campus Exit Reviews with sponsors and stakeholders to report campus project completion, lessons learned, and overall plan changes, if any.
- The PM will submit a Detailed Activity Report listing of number of computers refreshed. This report will be produced periodically as required by the district. The activity report will include computer serial number, make and model, date delivered, date installed and type of cart cabling performed, campus and room

**Statement of Work (SOW)  
for Deliverables-Based Information Technology Services (DBITS) Contract  
Project Management for Computer Refresh Project**

number. This report will be dynamic reflecting activities completed to date.

*Scope Management*

- The PM will define and implement a scope management plan and a change control process. These will outline a process to ensure adherence to scope.
- The scope management plan will detail scope of computer vendor activities (installing computer, imaging, provisioning of equipment and installation of cart cabling, and any configuration work required for the computer to function as expected).
- The change control process will require description of change from scope, schedule and cost impact analysis for each change. Each change control item will require review and approval by LCISD and corresponding vendor before proceeding with the change.

**4. Out of Scope**

The following items are out of scope for Go IT Services:

- Procuring, Provisioning, Delivery, Storage, or Installation of computer equipment
- Installation, configuration or testing any software required to operate computer equipment.
- Provisioning, and Installation of any cart cabling
- Removal, storage, disposition or asset recovery of removed computer equipment
- Training of users on operation of computer equipment

**5. Go IT Services Deliverables**

- Technical PM and resource(s) with FAST clearance that are skilled in planning, coordinating, and documenting Computer Refresh project activities.
- Project plans, schedules, reports, documentation, communications, and status per project scope above will be delivered to LCISD and computer vendor electronically via email or on a secure district provided shared drive or SharePoint portal.

**6. Service Level Agreement**

The items listed below are service levels incorporated into the SOW service level agreement.

- All Go IT Services and computer vendor staff must pass FAST, a state security screening, and must sign-in on each campus with a valid photo ID
- Go IT Services staff will report in a timely fashion any and all issues preventing or delaying Computer Refresh activities.
- Quality management of computer vendor activities and process including proper documentation and return of location and equipment to as found state and location.
- Timely delivery of required communications (meetings, reports, calls, emails)
- Effective risk management and response (adherence to plans)
- Effective scope management and change control (adherence to plans)

**Statement of Work (SOW)  
for Deliverables-Based Information Technology Services (DBITS) Contract  
Project Management for Computer Refresh Project**

**7. LCISD Responsibilities**

- Lamar CISD will make personnel available as needed to ensure access to buildings and rooms.
- LCISD will communicate to computer vendor designation of Go IT Services PM as district project manager for the project and ensure computer vendor communicate and coordinate directly with Go IT Services PM on all project activities.

**8. Computer Vendor Responsibilities**

- Warehouse and Redeliver New Customer System
- Installation of Laptop into Charging Cart
- De-Installation Laptop from Charging Cart
- Onsite Image Load
- Off Campus Trash Removal
- Coordinate activities through Go IT Services PM, including initiation and completion of work for/at each campus
- All other responsibilities outlined in Dell EMC Services vendor SOW titled Statement of Work for Managed Deployment Services Lamar Consolidated Independent School District, dated January 28, 2019.

**9. Period of Performance**

The performance period for this statement of work shall commence on the date this statement of work is signed by LCISD and will continue until all Computer Refresh activities are completed unless cancelled by the district. The Computer Refresh project is expected to proceed through Fall 2019.

**10. Invoices and Payments**

Go IT Services will present invoices for work on this project on a monthly basis. Payments by LCISD will be made in accordance with Appendix A of the DIR-TSO-3932 Contract.

**11. Pricing**

All in scope work performed by Go IT Services will be billed at the rate schedule below:

PM Hourly Rate	Other Technical Staff
\$68	\$38

**Statement of Work (SOW)  
for Deliverables-Based Information Technology Services (DBITS) Contract  
Project Management for Computer Refresh Project**

**12. Approval**

This statement of work is approved by both LCISD and Go IT Services as signified by signatures of representatives of both below.

For Go IT Services, Inc

For Lamar Consolidated Independent School District

By: 

By:

Name: Jamal Khalil

Name:

Title: President

Title:

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

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

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT/INTER-DISTRICT  
TRANSFER REQUESTS TO ADOLPHUS, ARREDONDO, BOWIE, HUBENAK,  
HUGGINS, LONG, McNEILL, RAY AND TRAVIS ELEMENTARY SCHOOLS**

A freeze has been placed for new intra-district/inter-district transfer requests at the following schools for the 2019-2020 school year: Adolphus, Arredondo, Bowie, Hubenak, Huggins, Long, McNeill, Ray, and Travis Elementary Schools. It is noted that the freeze on the intra-district/inter-district transfers would not include: (1) siblings of students currently enrolled into a school via transfer; or (2) children of District employees. The exception being if the elementary level enrollment exceeds the 22-1 average capacity at individual grade levels that would require the hiring of additional staff. Principals would examine the number of transfer students. The transfer may have to be rescinded. In these cases, the parents would be notified immediately.

Resource Person: Valerie Vogt, Chief Academic Officer  
Linda Lane, Assistant Superintendent of Elementary Education



**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT, INTER-DISTRICT, AND PUBLIC EDUCATION GRANT TRANSFER REQUESTS TO POLLY RYON MIDDLE SCHOOL, READING JUNIOR HIGH, 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 2019-2020 school year: Polly Ryon Middle School, Reading Junior High, 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.
2. 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: Valerie Vogt, Chief Academic Officer  
Dr. Terri Mossige, Assistant Superintendent of Secondary Education

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF FEBRUARY 28, 2019)**

- Exhibit "A" gives the LCISD collections made during the month of February 28, 2019.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2018 through August 31, 2019.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through February 28, 2019, LCISD had collected 95.9 % of the 2018-19 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2018-2019.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Lamar Consolidated ISD  
Tax Collections  
February 2019

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
18	\$ 21,885,311.29	\$ 181,008.10	\$ 9,680.86	\$ 22,076,000.25	\$ 16,689,515.01	\$ 147,715.93	\$ 5,195,796.28	\$ 42,973.03
17	\$ 91,860.56	\$ 19,435.66	\$ 17,682.66	\$ 128,978.88	\$ 68,731.01	\$ 32,224.72	\$ 23,129.55	\$ 4,893.60
16	\$ 23,772.91	\$ 5,934.33	\$ 4,335.95	\$ 34,043.19	\$ 17,787.16	\$ 8,776.08	\$ 5,985.75	\$ 1,494.20
15	\$ 16,174.42	\$ 3,045.92	\$ 1,835.73	\$ 21,056.07	\$ 12,101.85	\$ 4,114.68	\$ 4,072.57	\$ 766.97
14	\$ 13,557.78	\$ 1,507.00	\$ 722.10	\$ 15,786.88	\$ 10,144.09	\$ 1,849.62	\$ 3,413.69	\$ 379.48
13	\$ 14,592.22	\$ 1,978.07	\$ 889.56	\$ 17,459.85	\$ 10,918.03	\$ 2,369.54	\$ 3,674.19	\$ 498.09
12	\$ 7,675.80	\$ 5,013.20	\$ 2,173.70	\$ 14,862.70	\$ 5,743.11	\$ 5,924.62	\$ 1,932.69	\$ 1,262.28
11	\$ 5,735.68	\$ 4,682.41	\$ 1,853.29	\$ 12,271.38	\$ 4,208.96	\$ 5,289.37	\$ 1,526.72	\$ 1,246.33
10	\$ 5,606.24	\$ 5,109.59	\$ 1,782.56	\$ 12,498.39	\$ 4,190.87	\$ 5,602.16	\$ 1,415.37	\$ 1,289.99
09	\$ 8,999.10	\$ 10,258.66	\$ 3,597.14	\$ 22,854.90	\$ 7,094.35	\$ 11,675.24	\$ 1,904.75	\$ 2,180.56
08	\$ 1,632.26	\$ 1,724.35	\$ 404.76	\$ 3,761.37	\$ 1,304.11	\$ 1,776.37	\$ 328.15	\$ 352.74
07	\$ 1,402.13	\$ 1,561.26	\$ 313.81	\$ 3,277.20	\$ 1,100.69	\$ 1,534.08	\$ 301.44	\$ 340.99
06	\$ 1,964.77	\$ 2,434.71	\$ 477.85	\$ 4,877.33	\$ 1,689.38	\$ 2,571.13	\$ 275.39	\$ 341.43
05	\$ 1,239.36	\$ 1,640.62	\$ 321.48	\$ 3,201.46	\$ 1,095.10	\$ 1,771.12	\$ 144.26	\$ 190.98
04	\$ 1,266.09	\$ 1,764.03	\$ 308.74	\$ 3,338.86	\$ 1,118.72	\$ 1,867.44	\$ 147.37	\$ 205.33
03	\$ 2,608.42	\$ 5,018.17	\$ 1,143.99	\$ 8,770.58	\$ 2,350.63	\$ 5,666.23	\$ 257.79	\$ 495.93
02	\$ 816.94	\$ 1,460.89	\$ 287.94	\$ 2,565.77	\$ 778.78	\$ 1,671.74	\$ 38.16	\$ 77.09
01	\$ 500.02	\$ 1,073.31	\$ 236.01	\$ 1,809.34	\$ 461.36	\$ 1,226.59	\$ 38.66	\$ 82.73
00	\$ 373.52	\$ 844.15	\$ 182.65	\$ 1,400.32	\$ 332.51	\$ 934.13	\$ 41.01	\$ 92.67
99	\$ 1,030.25	\$ 2,046.50	\$ 344.39	\$ 3,421.14	\$ 930.95	\$ 2,193.64	\$ 99.30	\$ 197.25
98	\$ 1,006.95	\$ 2,121.06	\$ 354.73	\$ 3,482.74	\$ 930.95	\$ 2,315.71	\$ 76.00	\$ 160.08
97 & prior	\$ 3,343.29	\$ 7,502.39	\$ 1,109.85	\$ 11,955.53	\$ 3,111.02	\$ 8,094.31	\$ 232.27	\$ 517.93
<b>Totals</b>	<b>\$ 22,090,470.00</b>	<b>\$ 267,164.38</b>	<b>\$ 50,039.75</b>	<b>\$ 22,407,674.13</b>	<b>\$ 16,845,638.64</b>	<b>\$ 257,164.45</b>	<b>\$ 5,244,831.36</b>	<b>\$ 60,039.68</b>

**Lamar Consolidated ISD  
Tax Collections  
September 1, 2018-August 31, 2019  
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 2/28/19
18	\$ 218,981,333.65	\$ 1,146,376.78	\$ 220,127,710.43	\$ 211,069,155.99	\$ 181,008.10	\$ 9,680.86	\$ 211,259,844.95	\$ 9,058,554.44
17	\$ 1,850,926.53	\$ 11,820.47	\$ 1,862,747.00	\$ 902,786.48	\$ 184,955.83	\$ 193,144.26	\$ 1,280,886.57	\$ 959,960.52
16	\$ 669,546.50	\$ 108,158.42	\$ 777,704.92	\$ 276,406.30	\$ 51,072.32	\$ 39,296.71	\$ 366,775.33	\$ 501,298.62
15	\$ 437,655.28	\$ 141,072.23	\$ 578,727.51	\$ 239,685.21	\$ 37,904.66	\$ 26,965.84	\$ 304,555.71	\$ 339,042.30
14	\$ 314,941.66	\$ 150,941.16	\$ 465,882.82	\$ 217,616.18	\$ 21,882.00	\$ 15,906.43	\$ 255,404.61	\$ 248,266.64
13	\$ 268,732.08	\$ 155,831.46	\$ 424,563.54	\$ 219,929.77	\$ 19,602.43	\$ 14,154.96	\$ 253,687.16	\$ 204,633.77
12	\$ 227,946.06	\$ (2,150.78)	\$ 225,795.28	\$ 37,755.20	\$ 12,493.82	\$ 5,882.88	\$ 56,131.90	\$ 188,040.08
11	\$ 196,175.99	\$ 1,272.32	\$ 197,448.31	\$ 20,568.18	\$ 8,369.37	\$ 3,534.15	\$ 32,471.70	\$ 176,880.13
10	\$ 176,165.60	\$ 182.95	\$ 176,348.55	\$ 18,429.62	\$ 8,274.84	\$ 2,976.52	\$ 29,680.98	\$ 157,918.93
09	\$ 151,722.30	\$ (757.51)	\$ 150,964.79	\$ 12,454.39	\$ 13,360.33	\$ 4,752.32	\$ 30,567.04	\$ 138,510.40
08	\$ 149,819.98	\$ (584.78)	\$ 149,235.20	\$ 4,235.82	\$ 4,451.24	\$ 1,251.66	\$ 9,938.72	\$ 144,999.38
07	\$ 74,435.76	\$ (1,091.41)	\$ 73,344.35	\$ 3,413.42	\$ 3,941.20	\$ 993.18	\$ 8,347.80	\$ 69,930.93
06	\$ 82,021.69	\$ (1,325.58)	\$ 80,696.11	\$ 3,935.24	\$ 4,896.52	\$ 1,042.51	\$ 9,874.27	\$ 76,760.87
05	\$ 127,295.32	\$ (1,162.16)	\$ 126,133.16	\$ 2,763.74	\$ 4,033.64	\$ 1,064.03	\$ 7,861.41	\$ 123,369.42
04	\$ 47,512.32	\$ (605.02)	\$ 46,907.30	\$ 2,195.04	\$ 3,183.08	\$ 692.98	\$ 6,071.10	\$ 44,712.26
03	\$ 37,419.62	\$ (606.48)	\$ 36,813.14	\$ 5,047.68	\$ 9,316.29	\$ 1,960.10	\$ 16,324.07	\$ 31,765.46
02	\$ 25,088.38	\$ (509.85)	\$ 24,578.53	\$ 5,352.17	\$ 10,389.85	\$ 2,106.41	\$ 17,848.43	\$ 19,226.36
01	\$ 23,001.31	\$ -	\$ 23,001.31	\$ 5,237.32	\$ 10,884.53	\$ 2,335.35	\$ 18,457.20	\$ 17,763.99
00	\$ 20,737.11	\$ -	\$ 20,737.11	\$ 1,285.61	\$ 2,587.37	\$ 487.31	\$ 4,360.29	\$ 19,451.50
99	\$ 19,148.95	\$ -	\$ 19,148.95	\$ 2,812.13	\$ 5,952.40	\$ 1,103.38	\$ 9,867.91	\$ 16,336.82
98	\$ 10,331.94	\$ -	\$ 10,331.94	\$ 1,496.56	\$ 3,213.64	\$ 549.08	\$ 5,259.28	\$ 8,835.38
97 & prior	\$ 20,665.65	\$ 760.35	\$ 21,426.00	\$ 5,580.61	\$ 12,642.18	\$ 1,782.66	\$ 20,005.45	\$ 15,845.39
<b>Totals</b>	<b>\$223,912,623.68</b>	<b>\$1,707,622.57</b>	<b>\$225,620,246.25</b>	<b>\$213,058,142.66</b>	<b>\$614,415.64</b>	<b>\$331,663.58</b>	<b>\$214,004,221.88</b>	<b>\$12,562,103.59</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION ANALYSIS  
PERCENT Y-T-D BY MONTH  
FOR CURRENT LEVY ONLY**

<b>MONTH</b>	<b>2018-2019</b>	<b>2017-2018</b>	<b>2016-2017</b>	<b>2015-2016</b>	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%
<b>DEC</b>	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%
<b>JAN</b>	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%
<b>FEB</b>	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%
<b>MAR</b>		96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%
<b>APR</b>		97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%
<b>MAY</b>		98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%
<b>JUNE</b>		98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%
<b>JULY</b>		98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%
<b>AUG</b>		99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2018-19 TAX COLLECTIONS  
AS OF FEBRUARY 28, 2019**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 2/28/2019</b>	<b>% OF BUDGET COLLECTED</b>
2018	2018-2019	\$ 217,514,450	\$ 211,069,156	97.04%
2017 & Prior	2017-18 & Prior	\$ 2,100,000	\$ 1,988,987	94.71%
<b>TOTAL</b>		<b>\$ 219,614,450</b>	<b>\$ 213,058,143</b>	<b>97.01%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF FEBRUARY 28, 2019**

SCHOOL YEAR TAX YEAR	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334
1 Collections	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 211,069,156
Adj. To Roll	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 1,146,377
2 Collections	\$ 739,176	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 902,786	
Adj. To Roll	\$ 242,601	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ 11,820	
3 Collections	\$ 333,212	\$ 305,374	\$ 192,822	\$ 276,406		
Adj. To Roll	\$ (49,699)	\$ 102,657	\$ 63,603	\$ 108,158		
4 Collections	\$ 211,870	\$ 215,732	\$ 239,685			
Adj. To Roll	\$ 113,341	\$ 191,096	\$ 141,072			
5 Collections	\$ 202,024	\$ 217,616				
Adj. To Roll	\$ 193,077	\$ 150,941				
6 Collections	\$ 219,930					
Adj. To Roll	\$ 155,831					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 149,927,124	\$ 162,160,855	\$ 179,206,650	\$ 196,876,025	\$ 207,548,828	\$ 211,069,156
<b>ADJUSTED TAX ROLL</b>	\$ 150,131,758	\$ 162,409,122	\$ 179,545,692	\$ 197,377,324	\$ 208,508,789	\$ 220,127,710
<b>BALANCE TO BE COLLECTED</b>	\$ 204,634	\$ 248,267	\$ 339,042	\$ 501,299	\$ 959,961	\$ 9,058,554
<b>ADJ. TAXABLE VALUE</b>	\$ 10,800,457,411	\$ 11,683,689,213	\$ 12,916,491,661	\$ 14,199,296,705	\$ 15,000,092,725	\$ 15,836,525,930
<b>TOTAL % COLLECTIONS AS OF FEBRUARY 28, 2019</b>	99.9%	99.8%	99.8%	99.7%	99.5%	95.9%
<b>TAX RATE</b>	1.39005	1.39005	1.39005	1.39005	1.39005	1.39000



**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

Below is a list of invoices that have been approved for payment.

Beam Professionals (Seguin ECC Roof)	Application # 4	\$	<b>3,753.74</b>
C.A. Walker Construction (Support Services Center)	Application # 19	\$	<b>159,570.12</b>
Drymalla Construction (Culver ES)	Application # 9	\$	<b>1,386,993.35</b>
Drymalla Construction (Roberts MS)	Application # 9	\$	<b>1,550,489.30</b>
Engineered Air Balance (Culver ES)	Application # 2	\$	<b>9,200.00</b>
Engineered Air Balance (Support Services)	Application # 2	\$	<b>8,180.00</b>
Estes, McClure and Associates, Inc. (Foster HS Natatorium)	Application # 2	\$	<b>850.00</b>
Estes, McClure and Associates, Inc. (Fulshear HS Natatorium)	Application # 2	\$	<b>850.00</b>
Estes, McClure and Associates, Inc. (George Ranch HS Natatorium)	Application # 2	\$	<b>850.00</b>
Jones Carter (Foster HS Synthetic Turf)	Application # 1	\$	<b>7,300.00</b>
Jones Carter (Fulshear HS Synthetic Turf)	Application # 1	\$	<b>3,500.00</b>
Jones Carter (George Ranch HS Synthetic Turf)	Application # 1	\$	<b>3,500.00</b>
Jones Carter (Terry HS Synthetic Turf)	Application # 1	\$	<b>3,500.00</b>

PBK Architects (Campbell/Dickinson Track & Turf)	Application # 15	\$	<b>618.44</b>
PBK Architects (Foster HS Natatorium)	Application # 25	\$	<b>2,309.21</b>
PBK Architects (Fulshear HS Natatorium)	Application # 26	\$	<b>1,391.07</b>
PBK Architects (Fulshear HS Shell Space – Reimbursables)	Application # 6	\$	<b>1,175.00</b>
PBK Architects (George Ranch HS Natatorium)	Application # 25	\$	<b>1,446.90</b>
PBK Architects (High School #6)	Application # 4	\$	<b>307,395.00</b>
PBK Architects (Junior High School #6)	Application # 4	\$	<b>150,660.00</b>
PBK Architects (Roberts MS)	Application # 15	\$	<b>18,692.07</b>
PBK Architects (Support Services)	Application # 21	\$	<b>14,167.04</b>
PBK Architects (Terry HS Baseball/Softball Complex)	Application # 21	\$	<b>516.00</b>
Siemens Industry (District Site Lighting)	Application # 5	\$	<b>59,911.72</b>
Terracon (Culver ES)	Application # 11	\$	<b>548.00</b>
Terracon (Support Services)	Application # 11	\$	<b>337.50</b>
Terracon (Tamarron ES)	Application # 1	\$	<b>10,300.00</b>
Traffic Engineers (Tamarron ES)	Application # 1	\$	<b>18,000.00</b>

Urbish Electric (George JHS Cafeteria)	Application # 1	\$	<b>4,704.00</b>
Vanir, Rice & Gardner (2014 Bond Program)	Application # 43	\$	<b>54,545.00</b>

Resource person: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning

**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	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,074,154.00	885,250.00	22,859,683.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	446,302.24	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	578,561.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,588,720.95	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,558,724.08	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,912,827.66	9,086,569.00
Support Services Center	12,146,000.00	11,507,388.09	638,611.91	10,410,544.91	12,146,000.00
THS Band Hall	700,000.00	683,067.00	16,933.00	629,079.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,388,278.07	2,400,000.00
<b>Sub Total - Bond Sale 1</b>	<b>116,395,936.00</b>	<b>112,293,867.00</b>	<b>4,102,069.00</b>	<b>106,724,002.72</b>	<b>114,870,732.57</b>
<b>Bond Sale 2</b>					
Thomas R. Culver, III Elementary School	24,959,404.00	21,692,121.00	3,267,283.00	13,696,852.94	24,959,404.00
Tamarron Elementary School	26,207,374.00	1,107,758.00	25,099,616.00	858,162.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,396,932.00	945,561.00	14,613,398.75	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,652,888.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
<b>Sub Total - Bond Sale 2</b>	<b>81,145,098.00</b>	<b>46,309,900.00</b>	<b>34,835,198.00</b>	<b>30,821,302.18</b>	<b>81,145,098.00</b>
<b>Grand Total</b>	<b>197,541,034.00</b>	<b>158,603,767.00</b>	<b>38,937,267.00</b>	<b>137,545,304.90</b>	<b>196,015,830.57</b>

\* 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	606,545.00	193,455.00	541,308.19	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,136,756.35	1,600,000.00
<b>Grand Total</b>	<b>4,300,000.00</b>	<b>3,674,269.98</b>	<b>625,730.02</b>	<b>3,350,301.36</b>	<b>4,081,735.00</b>

**PROGRAM OVERVIEW**

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project.

We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

**Accomplishments This Month:**

- Received Competitive Sealed Proposals for Tamarron Elementary School.
- Freezer/Cooler Installation Completed at New Support Services Building.
- Final Acceptance of District Wide Site Lighting Project.
- Final Acceptance of Natatoriums at the February Board Meeting.

## THOMAS R. CULVER III ELEMENTARY SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

### OVERVIEW:

- Construction is 72% complete.
- Electrical and gas utilities are in progress.
- Exterior envelope in progress.
- Sheetrock installation in progress
- Project is on schedule.

## ROBERTS MIDDLE SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

### OVERVIEW

- Construction is 68% complete.
- Permanent power is complete.
- Roofing is 97% complete.
- Air Handler start up scheduled for week of March 4.

## MAINTENANCE & OPERATIONS FACILITY



### SCHEDULE MILESTONES:

- Current Phase: Warranty

### OVERVIEW:

- Warranty corrections being addressed

## SUPPORT SERVICES FACILITY



### SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: March 28, 2019  
(Contractors' proposed completion date as of 10/30/2018)

### OVERVIEW:

- Mechanical, electrical and plumbing rough-in in progress in area A.
- Exterior sheathing installation is underway.
- Cooler/Freezer is complete.
- Exterior demolition is complete.



## TAMARRON ELEMENTARY SCHOOL



### SCHEDULE MILESTONES:

- Current Phase: Design development
- Construction Start: April 2019
- Construction Completion: June 2020

### OVERVIEW:

- Contractor CSP Bids received on February 28.
- Contractor Evaluations are underway.
- CSP Approval of Contractor at the March Board Meeting.
- Started Coordination with CenterPoint.

## HVAC WEB-BASED CONTROLS



### SCHEDULE OVERVIEW:

- Current Phase: Complete
- Testing & balancing of selected areas in process

### OVERVIEW:

- All Graphics are updated.
- Close-out Documents are underway.
- Testing & Balancing is underway.
- Final acceptance planned for March Board Meeting.



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## ACCESS CONTROLS



### SCHEDULE OVERVIEW:

- Current Phase: Close-out
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion February 2019

### OVERVIEW:

- Support Services Hardware is pending installation.
- Four new locations added to scope of work to be completed in early February.
- Close-out documents are underway.

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## SITE LIGHTING



### SCHEDULE OVERVIEW:

- Current Phase: Close-out
- Construction Start: 4<sup>th</sup> Quarter 2017
- Construction Completion: December 2018

### OVERVIEW:

- Project close-out scheduled for March Board Meeting.

## FUTURE PROJECTS

### 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
- Project is on hold until a site has been identified

### COMPLETED PROJECTS

Foster High School Baseball Scoreboard  
Bentley Elementary School  
Huggins Elementary School New Parent Drive  
Lindsey Elementary School  
Pink Elementary School Repairs  
Chiller Replacement at six schools  
Baseball Complex Renovations at Terry HS  
Foster High School Natatorium  
Fulshear High School Natatorium  
George Ranch High School Natatorium  
Carter Elementary School  
Fulshear High School Shell Space

Completed March 2016  
Completed December 2016  
Completed May 2017  
Completed October 2017  
Completed November 2017  
Completed November 2017  
Completed June 2018  
Completed August 2018  
Completed August 2018  
Completed August 2018  
Completed August 2018  
Completed August 2018

**Monthly Report  
March 2019**

**Construction Manager Agent (CMA)**

The contract has been executed with Rice & Gardner Consultants, Inc.

**Facilities Assessment and Long Range Plan**

Facilities & Planning meeting weekly with PBK Architects, Inc.

Survey questions have been set.

District wide kick off in March 2019

**Austin ES & Seguin ECC Re-Roofing**

Austin – Project complete

Seguin ECC – Roof is 100% complete

Project is scheduled for close out in April 2019.



**Classroom Intruder Equipment Install**

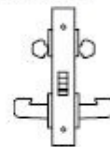
The new electrified hardware is installed.

Classroom locks have been installed with the exception of a few remaining adjustments at Austin and Travis

**Classroom intruder lockset**

**\*38 Classroom Security Intruder Latchbolt**

8238, 7838



- Key from either side locks and unlocks lever/knob outside
- Key from either side retracts latchbolt
- Lever/Knob outside retracts latchbolt, except when outside lever/knob is locked by key
- Lever/Knob inside always retracts latchbolt
- Auxiliary deadlatch
- ANSI F32

**Terry HS & George JH New Serving Lines**

**Terry HS new cafeteria serving line:**

First serving line is in operation.  
Additional serving line upgrades are in the design process for a summer 2019 install.

**George JH new cafeteria serving line:**

First serving line is in operation.  
Additional serving line upgrades are in the design process for a summer 2019 install.



**High School #6 & Junior High #6**

F&P and PBK have met with TxDOT and Fort Bend County Engineering

The Traffic Study is in process.

Weekly meetings are continuing with Drymalla and PBK.

GMP is scheduled for the April Board Meeting.



3D ENTRANCE PERSPECTIVE  
NEW LAMAR CONSOLIDATED HIGH SCHOOLS, 3 - OPTION 1

LAMAR CISD PBK  
A BOND PROPOSITION FOR A BRIGHT FUTURE

**Synthetic Turf & Track Projects**

Synthetic turf installation at Foster, Fulshear, George Ranch, and Terry High Schools.

Track replacement at Foster High and Traylor Stadium.

Advertisement for CSP's published February 3rd and 10th.

Bid opening scheduled for March 7th.

Contractor award on the March Board Agenda.



### **Freezer/Cooler Replacements**

Huckabee is the Architect of Record

Contractor Recommendations Scheduled for the April Board Agenda

### **Foster High School Athletic Improvements**

PBK Sports is the Architect of Record

This project includes improvements to the Baseball/Softball dugouts, backstops and the replacement of lockers in the fieldhouse

Competitive Sealed Proposals will be opened March 7th

Contractor recommendation on the March Board Agenda

### **ALC Addition and Renovations**

VLK Architects is the Architect of Record

Design is scheduled to kick off this summer and construction this fall

### **Jane Long Historic Gym Renovations**

VLK Architects is the architect of Record

Kick off meeting is scheduled in April

### **Lamar Consolidated Complex Athletic & Site Improvements**

PBK Sports is the Architect of Record

This project will include:

- New press box for Traylor Stadium

- New sub-varsity stadium

- Revise the parent pickup/drop off at Lamar Junior High

- Improve the drainage, drives and sidewalks for safety



**Williams Elementary Renovations**

The front office/entrance will be renovated. Additionally, new carpet and a fire sprinkler system will be installed.

The contractor recommendation will be on the March Board Agenda.



<b>2017 BOND REFERENDUM SUMMARY</b>			
PROJECT NAME	PROJECT BUDGET	ENCUMBERED	NONENCUMBERED
114 Austin ES Re-Roof	\$1,900,000.00	\$854,067.00	\$1,045,933.00
117 Seguin ECC Re-Roof	\$1,900,000.00	\$982,961.00	\$917,039.00
002 Terry HS Serving Lines	\$650,000.00	\$201,586.32	\$448,413.68
042 George JHS Serving Lines	\$650,000.00	\$205,430.40	\$444,569.60
Classroom Intruder Locks	\$400,000.00	\$263,638.88	\$136,361.12
011 High School #6	\$126,500,000.00	\$3,326,490.00	\$123,173,510.00
046 Junior High School #6	\$62,000,000.00	\$1,606,710.00	\$60,393,290.00
Lamar CHS Adds & Renov.	\$13,640,000.00	\$0.00	\$13,640,000.00
New Elementary School #29 (146)	\$30,200,000.00	\$0.00	\$30,200,000.00
High School LOTE Lab Renovations	\$1,050,000.00	\$0.00	\$1,050,000.00
HS Field Turf Replace & Foster HS Track	\$9,250,000.00	\$29,500.00	\$9,220,500.00
Foster HS Athletic Improvements	\$700,000.00	\$0.00	\$700,000.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,740,000.00	\$0.00	\$2,740,000.00
Jane Long ES Historical Gym Renovations (105)	\$3,200,000.00	\$0.00	\$3,200,000.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$0.00	\$1,400,000.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$0.00	\$900,000.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00

**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. This project is now complete and closed.

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. Project is complete.

Project budget \$1,200,000

**PARKING LOT LIGHTING RETROFIT:**

VANIR Rice & Gardner are managing this project. Siemens has completed the original scope. Final inspections and night audits are underway. The fixtures for phase 2 sites have been completed. Approval of final payment is on this month's agenda.

Project Budget \$1,600,000

**HUGGINS PARKING AND PARENT DROPOFF:**

VANIR Rice & Gardner are managing this project. This project is complete. Substantial Completion was January 17<sup>th</sup>. Project is complete and closed.

Project Budget \$700,000

**ACCESS CONTROL PROJECT:**

VANIR Rice & Gardner are managing this project. Phase 1 is complete. Phase 2 installation is complete. Support Services hardware is pending. Additional doors have been added at the High School Field houses and the special needs center.

Access Control Budget \$800,000

**TERRY HIGH BASEBALL PROJECT:**

VANIR Rice & Gardner are managing this project. This project is a 2014 Bond project with additional funds from the 2011 Available Bond Funds. This project is now complete and closed.

Additional Budget of \$1,425,000

**TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000**

Resource Persons: Leslie Haack, Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning



**INFORMATION ITEM: TRANSPORTATION UPDATE**

**TRANSPORTATION QUARTERLY BOARD UPDATE  
(December 2018 – February 2019)**

**PERSONNEL UPDATES**

Drivers leaving department	6
Full-time drivers hired	3
Drivers waiting driving test	2
Bus aides hired	1

Hiring Incentives Paid	Employee	Referrer
Initial	3	2
Six Month	4	1

**BUS ACCIDENTS**

<i>Date</i>	<i>Bus #</i>	<i>Action</i>	<i>Location</i>	<i>Preventable</i>	<i>Experience</i>
181207	272	Vehicle turned in front of bus	Williams Way at Wildwood	Non	10 yrs.
181214	281	Merged into another vehicle	US59 frontage and Reading	P	8 yrs.
181218	219	Bus hit in the rear by another car	FM 762	Non	5 yrs.
181221	96	Bus hit parked car in a turn	Brazos Village and Village Ct.	P	6 mos.
190206	408411	Bus bumped rear of pickup	FM1093 at Cross Creek	P	5 yrs.
190228	117	Bus hit in rear by another vehicle	Meyer Road and TX36	Non	2 yrs.

**CO-CURRICULAR AND EXTRA CURRICULAR FIELD TRIPS**

<b>Site</b>	<b>Number of Trips</b>	<b>Bus Miles</b>	<b>Sped Bus Miles</b>	<b>Truck Miles</b>	<b>White Fleet Miles</b>
<b>Rosenberg</b>	623	35,990	1629	1838	4836
<b>Fulshear</b>	477	29,721	0	1254	3565

**BUS/VEHICLE MAINTENANCE**

There were 18 roadside calls for buses requiring roadside assistance. Transportation Department procedure to assist roadside calls is to send one or more mechanics to the site. A replacement bus may be sent at the same time with a mechanic, or a nearby bus may be sent if one is in the area and available.

## **ROUTING & SCHEDULING**

We had the following am/pm home to school routes in operation for the month:

<b>Home to School Routes</b>	<b>Blue Track</b>	<b>Red Track</b>	<b>Gold Track</b>	<b>Maroon Track</b>	<b>Purple Track</b>
<b>Regular</b>	12	46	30	46	22
<b>SPED</b>	9	10	11	6	5
<b>Van</b>	3	2	1		
<b>Displaced Students</b>	37	58	15	14	3

## **TRANSPORTATION TRAINING**

The Transportation Department conducted regular monthly safety meetings, which include all drivers and aides. The monthly safety meetings scheduled by color track with total of (5) safety meetings a month. In addition, trainings held with department Bus Operation Specialists (BOS's). February's driver meetings focused on railroad grade crossing procedures following the fatal school bus/train crash in Athens, Texas.

Mike Jones, Randy Boatman, Stephen Sluder, Brenda Bernander, Christine Jaime, and David McMillian attended the Gulf Coast Association for Pupil Transportation winter conference and trade show in League City on Monday, February 18. Stephen Sluder, Brenda Bernander, and Christine Jaime took a professional development class titled: Mental Health – First Aid Response on Saturday, February 16.

David McMillian taught a professional development class for mechanics on basic electronics on Saturday, February 16. On February 16 and 17, eight of our mechanics attended training classes in League City with the Gulf Coast Association of School Bus Technicians. On January 3 and 4, three of our mechanics attended training with Thomas Bus on the C2 bus model. Mechanics attended a total of 106 hours of training and classes during the quarter.

## **STUDENT DISCIPLINE**

There was 1016 discipline reports issued for the three months including December 2018, January 2019, and February 2019.

## **FUEL REPORT IS ATTACHED ON THE FOLLOWING PAGE**

# LAMAR CISD TRANSPORTATION

## Activity Summary Report by Account for Product

From: 12/1/18      To: 2/28/19

			Number of Transactions	Qty	Amount
<b>Account: 001</b>			VOCATIONAL		
<b>Product:</b>	02	#2 Diesel	19	480.100	\$956.06
<b>Account Totals:</b>			19	480.100	\$956.06
<b>Account: 034</b>			DISTRIBUTION		
<b>Product:</b>	01	Unleaded	86	1611.800	\$3,497.64
<b>Account Totals:</b>			86	1611.800	\$3,497.64
<b>Account: 050</b>			MAINTENANCE		
<b>Product:</b>	01	Unleaded	697	12670.100	\$26,185.62
<b>Product:</b>	02	#2 Diesel	189	1863.200	\$4,104.35
<b>Account Totals:</b>			886	14533.300	\$30,289.97
<b>Account: 053</b>			TECHNICAL SERVICES		
<b>Product:</b>	01	Unleaded	69	963.000	\$1,974.23
<b>Account Totals:</b>			69	963.000	\$1,974.23
<b>Account: 060</b>			Transportation		
<b>Product:</b>	01	Unleaded	277	4061.900	\$8,273.02
<b>Product:</b>	02	#2 Diesel	3945	128590.000	\$265,031.60
<b>Account Totals:</b>			4222	132651.900	\$273,304.62
<b>Account: 080</b>			SECURITY		
<b>Product:</b>	01	Unleaded	138	2269.500	\$4,676.65
<b>Account Totals:</b>			138	2269.500	\$4,676.65
<b>Account: 090</b>			ATHLETICS		
<b>Product:</b>	01	Unleaded	5	58.600	\$127.16
<b>Account Totals:</b>			5	58.600	\$127.16
<b>Account: 78</b>			FOODSERVICE		
<b>Product:</b>	01	Unleaded	59	1048.300	\$2,274.86
<b>Account Totals:</b>			59	1048.300	\$2,274.86

Resource Persons:            Leslie Haack, Deputy Superintendent for Operations  
    Mike Jones, Director of Transportation

**INFORMATION ITEM: NAMING NEW SCHOOLS**

**BACKGROUND INFORMATION:**

Board Policy CW (LOCAL) states, “The responsibility for naming a facility rests with the Board.”

In December, the Board of Trustees was given a tentative timeline for consideration and approval of names for the new Lamar CISD schools approved in the November 2017 Bond Election.

The timeline is attached.

The Board will name the following schools as a part of the November 2017 Bond Election: Elementary #30, Elementary #31, Junior High School #6 and High School #6.

Please note that Elementary #29 is funded from the November 2017 Bond Election, but it has already been named Fletcher Morgan Elementary School by the School Board, due to the need for Tamarron Elementary School to open first.

Staff, parents and community members have all submitted nominations for the Board to review as a part of this process. A binder with all nominations was provided as an external resource for the Board. The Administration includes all nominations in the binder and does not remove nominations or verify if the nominations are aligned with Board Policy CW (LOCAL).

Members of the community are invited to voice their thoughts and opinions at a public hearing to the School Board on March 19.

Resource Persons: Mike Rockwood, Chief of Staff  
Lindsey Sanders, Director of Community Relations

## **Timeline for Naming New Schools**

### **November 2017 Bond Election Elementary #30, Elementary #31, Junior High School #6 and High School #6**

January 7, 2019	Nomination form sent to public and media
February 4, 2019	Deadline for submitting nominations
February 19, 2019	All nominations and back-up information distributed to the Board for review
March 19, 2019	Public Hearing on nominations
April 18, 2019	Board Approval

**INFORMATION ITEM: STRATEGIC PLANNING**

The Lamar CISD Strategic Planning Committee met in February and continues to meet in March to help develop a five-year strategic plan for the District.

During the initial meetings, the committee reviewed feedback from Lamar CISD parents, staff, students and community members, including the District's greatest strengths, opportunities for improvement, concerns and top priorities for the next five years.

The committee meets again on March 25 to finalize its work. The Board will be presented with a recommended Lamar CISD Strategic Plan at the April 18 Regular Board Meeting.

Resource Person: Dr. Thomas Randle, Superintendent of Schools

**INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE**

In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division.

Resource Person: Mike Rockwood, Chief of Staff  
Lt. Daryl Segura, Rosenberg Police Department



# School Resource Division

01/01/2019-01/31/2019

Table 1

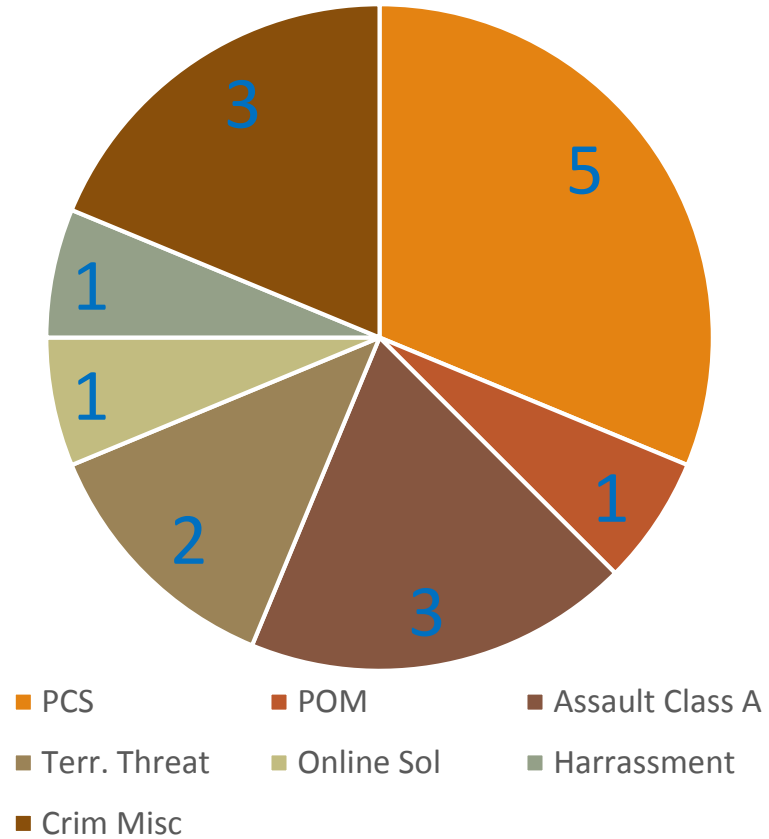
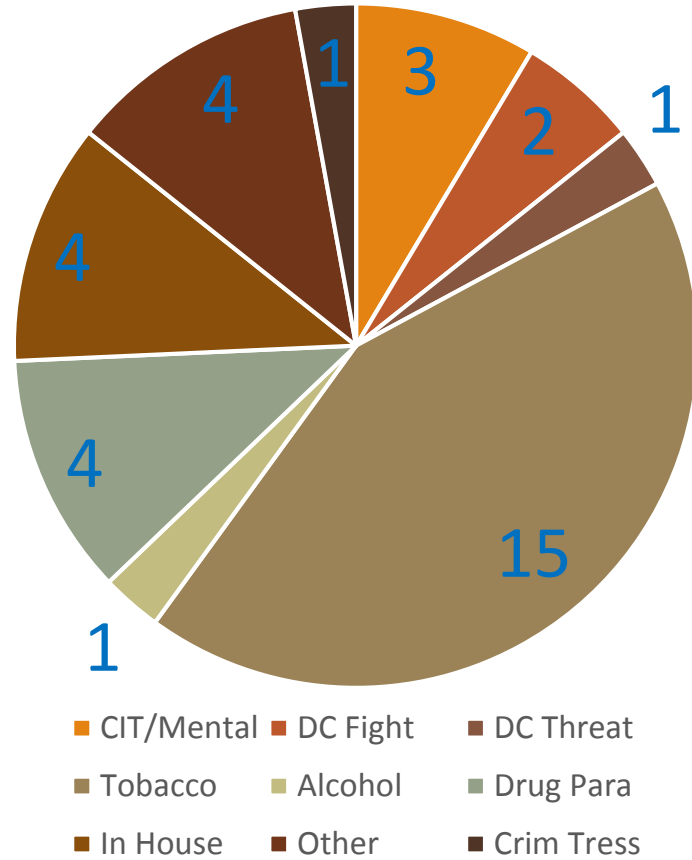


Table 2



# School Resource Division

01/01/2019-01/31/2019

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<i>Assault Class A – 3</i>	<i>CIT/Mental Health – 3</i>	<i>Criminal Mischief – 3</i>	<i>Criminal Trespass – 1</i>
<i>DC Fight – 2</i>	<i>DC Threat – 1</i>	<i>Harassment – 1</i>	<i>In House Inv. – 4 (non criminal)</i>
<i>Alcohol – 1</i>	<i>Tobacco – 15</i>	<i>Online Solicit. – 1</i>	<i>Other – 4 (other jurisdiction)</i>
<i>Poss Cont. Subs. – 5</i>	<i>Poss Marijuana – 1</i>	<i>Poss drug para. – 4</i>	<i>Terroristic Threat – 2</i>
 <i><b>Total – 51 cases</b></i>			