

LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
SEPTEMBER 21, 2021
6:30 PM

AGENDA

1. Call to order and establishment of a quorum	
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4. Introductions	
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M.	Discussion of design development for the Dickinson Elementary, Campbell Elementary, and Williams Elementary schools' additions and renovations	290
13.	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.	291
a.	Approval of personnel recommendations for employment of professional personnel	
b.	Employment of professional personnel (Information)	292
c.	Employee resignations and retirements (Information)	295
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	

**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 17th day of September 2021 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

Karen Vacek

Karen Vacek
Secretary to Superintendent

RECOGNITIONS AND AWARDS
CERTIFICATE OF EXCELLENCE IN FINANCIAL REPORTING

RECOGNITION AND AWARD:

Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2020 (School Year 2019-20)

WHO WILL BE RECOGNIZED:

Financial Services Division; report drafted by Whitley Penn, Jill Ludwig, Michele Reynolds; contains information accumulated with the assistance of other Financial Services staff

DESCRIPTION:

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

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

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

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

OTHER INFORMATION:

An electronic copy of the Comprehensive Annual Financial Report (CAFR) will be provided under a separate cover, the contents of which were presented when the Board approved the audit in January 2021. A printed copy of the report will be provided upon request.

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

**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 17th day of August 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a Special 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, Mrs. Joy Williams, at 6:30 p.m.

Members Present:

Joy Williams	President
Alex Hunt	Vice President
Joe Hubenak	Secretary
Mandi Bronsell	Member
Kay Danziger	Member
Zach Lambert	Member
Jon Welch	Member

Others Present:

Roosevelt Nivens	Superintendent
Alphonso Bates	Chief Student Services Officer
Kathleen Bowen	Chief Human Resources Officer
Chris Juntti	Chief Operations Officer
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Learning 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 August 19th Regular Board meeting agenda items

The Board reviewed the August 19th Regular Board Meeting Agenda items.

8.B. ACTION ITEMS

8.B.1 GOAL: INSTRUCTIONAL

- a. Consider approval of OnRamps Interlocal Agreement and Data Sharing Agreement with the University of Texas at Austin

Mr. Bates presented to the Board.

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Mr. Lambert asked if students are automatically enrolled after graduation. Mr. Bates said no. Mr. Welch asked why it is not offered at Fulshear. Ms. Troutman said they are currently waiting on teacher certification and training. Mr. Welch asked how EOS compliments this program. Dr. Mossige said they are separate programs. When helping students make class selections, they look at all that is available to them. Ms. Danziger asked if it is made at Randle High School. Dr. Mossige said yes.

b. Consider approval of the 2021 – 2022 Service Provider Agreement between Texas Child Health Access Through Telemedicine (TCHAT) and Lamar Consolidated Independent School District

Mr. Bates presented to the Board.

Mr. Hunt asked how students transition out of this program. Dr. Maxwell said that TCHAT helps the families make the connections. Dr. Maxwell said they talk to a counselor or staff member to set it up. Ms. Danziger asked if parents can make the contact for their children. Dr. Maxwell said yes.

e. Consider approval renewal of an optional flexible school day program

Mr. Bates presented to the Board.

Mr. Lambert asked if they are issued computers. Ms. Smith said yes.

8.B.2 GOAL: PLANNING

a. Consider adoption of the 2021 – 2022 budgets

Ms. Ludwig presented to the Board.

Ms. Danziger asked if guest instructors are substitutes and what was their incentive. Ms. Ludwig said yes, it is \$50 per day.

Mr. Welch said this goes to prove Lamar is a destination district when we can pay someone right out of college \$59,500.

Mr. Hunt asked if there will be a discussion on the funding of virtual learning. Ms. Ludwig said they can, we are looking at using ESSER funds for virtual learning.

f. Discussion and approval of proposed dates for regular board meetings for the 2021-2022 school year

Dr. Nivens said we are trying to move to once a month board meeting. Mrs. Vacek looked at Mondays, Tuesdays, and Thursdays; Mondays had quite a few conflicts with holidays and Thursdays had conflicts with activities. We are proposing to have the meetings on the third Tuesday of the month. Mr. Welch asked Dr. Nivens to explain the purpose of the one meeting a month. Dr. Nivens said we have been having two meetings a month and the purpose of the workshop was to have the board ask questions. In his experience he thinks we can get the same amount of work done in one meeting. With one meeting a month, this would give people back time. The way the agenda is set up it will have something called future action items; those will be action items for the next month. The Board will have a whole month to be able to ask questions on those items. Ms. Danziger asked if something comes up between now and the next meeting, do we still have the opportunity to put

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something on the agenda. Dr. Nivens said yes. As far as the administration adding, it would have to be a dire need to add it. The goal is to give the Board plenty of time to review before approving.

9. INFORMATION ITEMS

9.A. GOAL: INSTRUCTIONAL

1. Preliminary 2021 STAAR Performance Update

Dr. Mossige presented to the Board.

2. Virtual Instruction

Dr. Mossige presented to the Board.

3. PUBLIC COMMENT

Ms. Heather Foster addressed the Board about COVID safety protocols.

Ms. Jennifer Cantu addressed the Board about virtual learning and masks.

Mr. Jason Nichols addressed the Board about virtual learning.

Ms. Rebecca Clark addressed the Board about masks and COVID protocols.

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

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

ADJOURNMENT

The meeting adjourned at 8:35 p.m.

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LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

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 August 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special 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, Mrs. Joy Williams, at 6:30 p.m.

Members Present:

Joy Williams	President
Alex Hunt	Vice President
Joe Hubenak	Secretary
Mandi Bronsell	Member
Kay Danziger	Member
Zach Lambert	Member
Jon Welch	Member

Others Present:

Roosevelt Nivens	Superintendent
Alphonso Bates	Chief Student Services Officer
Kathleen Bowen	Chief Human Resources Officer
Sonya Cole-Hamilton	Chief Communications Officer
Chris Juntti	Chief Operations Officer
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Learning Officer
Kevin McKeever	Executive Director of Facilities & Planning

BUSINESS TRANSACTED

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

2. Public Hearing to discuss budget and proposed tax rate for 2021-2022 school year

Jill Ludwig, Chief Financial Officer, gave a brief overview of the budget and proposed tax rate for the 2021 – 2022 school year with the following agenda:

- Discussion of three budgets requiring official adoption by the Board of Trustees
 - General Operating Fund
 - Debt Service Fund
 - Child Nutrition Fund
- Proposed Two-Part Tax Rate and tax rate considerations

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The hearing was closed to the public at 6:51 p.m.

ADJOURNMENT

The meeting adjourned at 6:51 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
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 19th day of August 2021, 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, Mrs. Joy Williams, at 7:01 p.m.

Members Present:

Joy Williams	President
Alex Hunt	Vice President
Joe Hubenak	Secretary
Mandi Bronsell	Member
Kay Danziger	Member
Zach Lambert	Member
Jon Welch	Member

Others Present:

Roosevelt Nivens	Superintendent
Alphonso Bates	Chief Student Services Officer
Kathleen Bowen	Chief Human Resources Officer
Chris Juntti	Chief Operations Officer
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Learning 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 and pledge to the Texas Flag were recited.

3. RECOGNITIONS/AWARDS

Mr. Welch introduced Ms. Stephanie Niles and the Foster High School Water Polo program.

4. INTRODUCTIONS

Dr. Bowen introduced new staff to the Board:

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Shane Ameen, assistant principal at Wright Jr. High School
Alphonso Bates, Chief Student Services Officer
Mandy Casey, assistant principal at Carter Elementary School
Clacie Ciaccio, assistant principal at Briscoe Jr. High School
Stephanie Cruz, assistant principal at Lamar Consolidated High School
Sonya Cole-Hamilton, Chief Communications Officer
Erin Forbes, principal at George Jr. High
Tiffany Hoelzel, assistant principal at Wright Jr. High
Regina Ingram, assistant principal at Bentley Elementary
Norman Jones, principal at Wessendorff Middle
Wayne Morren, area superintendent
Lacie Tivet, assistant principal at Culver Elementary
Kanesha Waites, director of behavior supports and services
Marlon Waites, are superintendent

5. PUBLIC COMMENT

Mr. Jason Nichols addressed the Board about virtual learning.

Ms. Kim Thomas addressed the Board about COVID protocols.

Ms. Sarah Jordan addressed the Board about COVID protocols.

Ms. Cleona Monteiro addressed the Board about virtual learning.

Ms. Jollery Eckerd addressed the Board about COVID-19 restrictions.

Ms. Jackie Hotzel addressed the Board about COVID protocols.

Ms. Jennifer Donahoe addressed the Board about COVID protocols.

Ms. Latisha Humphres addressed the Board about masks mandates.

Mr. Devin Hotzel addressed the Board about COVID protocols.

Ms. Molly Thompson addressed the Board about COVID protocols.

Ms. Katie Bien addressed the Board about the masking policy.

Mr. Rutham Coombs addressed the Board about masks.

Ms. Stephanie Chenowein addressed the Board about COVID-19 safety.

Ms. Rebecca Clark addressed the Board about masks and protocols.

Ms. Dnisha Sterling addressed the Board about virtual learning.

Mr. David Menough addressed the Board about the lack of educational conditions and support for Special Needs children.

Ms. Stacy McCarty addressed the Board about anti-mandatory mask policy.

Ms. Stephanie Woodell addressed the Board about COVID protocols.

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Ms. Breah Dulak addressed the Board about COVID protocols.

Ms. Cindy Hardin addressed the Board about COVID protocols and masks being optional.

Mr. Victor Nolasco addressed the Board about a mask mandate.

Ms. Riki Graves addressed the Board about mask mandates.

Ms. Heather Foster addressed the Board about COVID safety.

Dr. S. Matthew Kelly addressed the Board about mask mandate.

Ms. Dana Kelly addressed the Board about mask mandate.

Mr. Grant Kelly addressed the Board about mask mandate.

Ms. Natalie Blakely addressed the Board about mask choice and children's emotional health.

Ms. Katie Martin addressed the Board about masks and COVID protocols.

Ms. Jennifer Pickering addressed the Board about COVID safety.

Mr. Thomas Kolenko addressed the Board about CDC COVID numbers for children.

Mr. Brandon Dewan addressed the Board about a leading technology for COVID mitigation.

Mr. Matthew Martin addressed the Board about COVID protocols and virtual learning.

The Board adjourned to Closed Session at 8:25 p.m. pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082 to consult with the Board attorney.

The Board reconvened in Open Session at 8:58 p.m.

6. BOARD MEMBER REPORTS

a. Meetings and Events

Mrs. Williams reported that Dr. Nivens and the entire Board attended the Summer Leadership Institute this summer. She said they also spend the better part of a weekend at the end of July attending local board training, where they reviewed board policies, committees, board self-evaluation, and several other things. She and Dr. Nivens took a tour of the Child Advocacy facility.

Ms. Danziger reported that several Board members assisted at Hope on the Brazos on July 30th and 31st. She thanked everyone that helped organize and volunteered for this event that helps so many of our Lamar CISD families.

Mr. Welch attended the Summer Family Science night at Smith Elementary.

Mr. Lambert said he and other Board members attended the New Teacher Dinner hosted by LEAF.

Mr. Hunt said several of them toured Morgan Elementary along with some city officials. He also said there was a Meet and Greet at Fulshear along with the Fulshear Area Chamber of Commerce. They toured the CTE program.

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7. SUPERINTENDENT REPORTS

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

Dr. Nivens said that convocation went well at Second Baptist Church. He met with the high school coaches, Child Nutrition team, Operations team, and the Gold track assistant principals. He said we released a video and wanted to remind people to be intentional and be mindful about making sure we treat each other with kindness, respect, and dignity during this stressful time. He said our young people watch us and how we treat each other and what we do is a model for them.

ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1 – 8. A-31; 8. B-1.a - 8. B-1.d; 8. B-1.f; and 8. B-2.a - 8. B-2.i.

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

8. A CONSENT AGENDA

- 1. **Approval of minutes**
 - a. **June 15, 2021 - Regular Board Meeting**
 - b. **July 30 - 31, 2021 - Special Meeting - Board Mandated Training**
 - c. **August 5, 2021 - Special Meeting**

Approved minutes.

- 2. **Approval of the 2021 tax year appraisal roll and new property value**

Approved the following documents submitted by Carmen P. Turner, MPA, Fort Bend County Tax Assessor/Collector:

Submission of 2021 Tax Year Appraisal Roll and New Property Value
2021 Tax Year Certified Appraisal Roll Totals and Other Certifications

(See inserted pages 10-A - 10-M.)

- 3. **Approval of the certification of 2021 tax year anticipated collection rate**

Approved the anticipated tax collection rate of 100.32% for the 2021 tax year.

- 4. **Ratification of Quarterly Investment Report**

Ratified the quarterly investment report as submitted for the quarter ending May 31, 2021. (See inserted pages 10-N – 10-S.)

- 5. **Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

- 6. **Approval of budget amendment requests**

Approved the budget amendment requests. (See inserted pages 10-T- 10-U.)

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7. Approval of Lamar CISD Investment Policy

Reviewed and approved the District's investment policy to comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A). (See inserted page 11-A.)

8. Approval of District maintenance supplies, labor and related items

Approved all vendors who responded to the proposal for district maintenance supplies, labor and related items for the District.

9. Approval of Region 20 Education Service Center Purchasing Cooperative Resolution

Approved an interlocal participation agreement to renew the Region 20 Pace Purchasing Cooperative.

10. Approval of district-wide staff development services and materials

Approved all vendors who responded to the Request for Proposal for staff development services and materials for the District.

**11. Approval of resolution proclaiming:
a. Childhood Cancer Awareness Month**

Approved the attached resolution proclaiming September 2021 as "Childhood Cancer Awareness Month" in the Lamar Consolidated Independent School District. (See inserted page 11-B.)

b. Hispanic Heritage Month

Approved the attached resolution proclaiming September 15 – October 15, 2021 as "Hispanic Heritage Month" in the Lamar Consolidated Independent School District. (See inserted page 11-C.)

12. Ratification of donations to the district, including, but not limited to:

a. Common Threads

b. Huggins Elementary School

Ratified donations to the District.

13. Approval of staff/visitor meal price increase for 2021-2022

Approved increasing staff/visitor meal prices to \$3.00 for Breakfast and \$4.35 for Lunch during the 2021-2022 school year.

14. Approval of architect contract for Elementary School #32

Approved VLK Architects for the design of Elementary School #32 and allowed the Superintendent to begin contract negotiations.

15. Approval of architect contract for Wessendorff Middle School renovations

Approved PBK Architects for the design of Wessendorff Middle School renovations and allowed the Superintendent to begin contract negotiations.

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16. Approval of architect contract for the tennis court and parking additions at Lamar Consolidated High School

Approved PBK Architects for the design of the new tennis court and parking additions to Lamar Consolidated High School and allowed the Superintendent to begin contract negotiations.

17. Approval of cooperative purchasing agreement procurement method for the Technology IDF/MDF, Jackson Elementary School Special Needs playground, Transportation video and security fence projects

Approved the cooperative purchasing agreement as the procurement method for the Technology IDF/MDF, Jackson Elementary School Special Needs playground, Transportation video, and security fence projects.

18. Approval of procurement method for the Terry High School and George Junior High schools renovations

Authorized the administration to utilize Construction Manager at Risk as the construction method of procurement for the Terry High and George Junior High schools renovations.

19. Approval of the prevailing wage rate schedule for construction project specifications

Approved the prevailing wage rate schedule for all upcoming construction projects where applicable.

20. Approval of geotechnical study and material testing for the tennis courts and parking lot project at Lamar Consolidated High School

Approved Terracon for the geotechnical study and material testing for the tennis courts and parking lot project at Lamar Consolidated High School in the amount of \$33,500 and authorized the Board President to execute the agreement. (See inserted pages 12-A – 12-K.)

21. Approval of professional topographic surveying for the orchestra additions

Approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools in the amount of \$35,600 and authorized the Board President to execute the agreement. (See inserted pages 12-L – 12-EE.)

22. Approval of geotechnical study for the vestibule additions

Approved Terracon for the geotechnical study for the vestibule additions and renovations at Meyer Elementary, Navarro Middle, Seguin ECC, and Taylor Ray Elementary schools in the amount of \$19,500 and authorized the Board President to execute the agreement. (See inserted pages 12-FF– 12-BBBB.)

23. Approval of professional topographic surveying for the Bowie Elementary and Beasley Elementary additions and renovations

Approved Kaluza, Inc. for professional topographic surveying for the Bowie Elementary and Beasley Elementary additions and renovations in the amount of \$12,700 and authorize the Board President to execute the agreement. (See inserted pages 12-CCCC – 12-JJJJ.)

Minutes of Regular Board Meeting August 19, 2021 – page 13

24. Approval of geotechnical study for Bowie Elementary and Beasley Elementary additions and renovations

Approved Terracon for the geotechnical study for Bowie Elementary and Beasley Elementary additions and renovations in the amount of \$10,200 and authorized the Board President to execute the agreement. (See inserted pages 13-A – 13-X.)

25. Approval of geotechnical study for Huggins Elementary School additions and renovations

Approved Terracon for the geotechnical study for Huggins Elementary School additions and renovations in the amount of \$5,100 and authorized the Board President to execute the agreement. (See inserted pages 13-Y – 13-JJ.)

26. Approval of geotechnical study for Austin Elementary additions and renovations

Approved Terracon for the geotechnical study for Austin Elementary additions and renovations in the amount of \$5,050 and authorized the Board President to execute the agreement. (See inserted pages 13-KK – 13-VV.)

27. Approval of professional topographic surveying for the Jackson Elementary School additions and renovations

Approved Kaluza, Inc. for professional topographic surveying for the Jackson Elementary School additions and renovations in the amount of \$5,200 and authorized the Board President to execute the agreement. (See inserted pages 13-WW – 13-ZZ.)

28. Approval of geotechnical study for Jackson Elementary School additions and renovations
9. Approval of Region 20 Education Service Center Purchasing Cooperative Resolution

Approved Terracon for the geotechnical study for Jackson Elementary School additions and renovations in the amount of \$5,100 and authorized the Board President to execute the agreement. (See inserted pages 13-AAA – 13-LLL.)

29. Approval of appraisal calendar for the 2021-2022 school year

Approved the appraisal calendar for the 2020-2021 school year as presented.

30. Approval of new appraisers for teaching staff

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

31. Sports Medicine Agreement with Memorial Hermann

8. B ACTION ITEMS

1. GOAL: INSTRUCTIONAL

Minutes of Regular Board Meeting August 19, 2021 – page 14

a. Approval of the OnRamps Interlocal Agreement and Data Sharing Agreement with the University of Texas at Austin

Approved the Interlocal Agreement and Data Sharing Agreement with the University of Texas at Austin for the OnRamps program with Lamar Consolidated Independent School District. (See inserted pages 14-A – 14-W.)

b. Approval of the 2021 - 2022 Service Provider Agreement between Texas Child Health Access Through Telemedicine

Approved the service provider agreement between the Texas Child Health Access Through Telemedicine (TCHAT) and Lamar Consolidated Independent School District during the 2021-2022 school year. (See inserted pages 14-X – 14-GG.)

c. Approval of the Texas College Bridge Partnership and Data Sharing Agreement

Approved the Partnership and Data Sharing Agreement amendment for the Texas College Bridge program with Lamar Consolidated Independent School District. (See inserted pages 14-HH – 14-NN.)

d. Approval of a resolution to modify Lamar CISD Student Code of Conduct for the 2020-2021 school year

Approved the revision to the 2021- 2022 Lamar CISD Student Code of Conduct.

f. Approval of Interagency Program Agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC)

Approved the updated Interagency Program Agreement between Lamar Consolidated Independent School District and the Health and Human Services Commission (HHSC) on behalf of its facility the Richmond State Supported Living Center (RSSLC) for the 2021-2022 school year with an addition of a two-year automatic renewal and authorized the Superintendent to execute the agreement. (See inserted pages 14-OO – 14-UU.)

2. GOAL: PLANNING

a. Adoption of the 2021 - 2022 budgets

Adopted the 2021–22 General Operating, Child Nutrition, and Debt Service Fund budgets, at the function level, in the following amounts, as presented:

General Operating Fund	\$ 375,276,230.
Child Nutrition Fund	\$ 17,543,599.
Debt Service Fund	\$ 82,183,988.

b. Adoption, by ordinance, the 2021 tax rate for the 2021- 2022 school year

Adopted, by ordinance, the 2021 tax rate. (See inserted page 14-VV.)

c. Approval of the 2021 - 2022 compensation plan

Approved the 2020-2021 Compensation Plan, as presented.

Minutes of Regular Board Meeting August 19, 2021 – page 15

d. Approval of Resolution for Commitment of Fund Balance as of August 31, 2021

Approved a resolution for the Commitment of Fund Balance, established according to the District's fund balance policy and in compliance with GASB 54. (See inserted page 15-A.)

e. Approval of nomination of candidate for position on the Texas Association of School Boards (T ASB) Board of Directors

No action taken.

f. Discussion and approval of proposed dates for regular board meetings for the 2021-2022 school year

Approved the following regular board meeting and workshop schedule for the 2021-2022 school year.

September 21 Regular Board Meeting	February 15 Regular Board Meeting
October 19 Regular Board Meeting	March 22 Regular Board Meeting
November 16 Regular Board Meeting	April 19 Regular Board Meeting
December 14 Regular Board Meeting	May 17 Regular Board Meeting
January 18 Regular Board Meeting	

g. Approval of Board policy
1. BE (LOCAL) - Board Meetings

Approved on first reading BE (LOCAL) – Board Meetings. (See inserted pages 15-B – 15-C.)

h. Approval of deductive change order and final payment for the Brazos Crossing exterior improvements

Approved the deductive change order in the amount of \$3,899 and final payment of \$38,152.53 to Sterling Structures, Inc. and authorized the Board President to sign the change order. (See inserted page 15-D.)

i. Approval of procurement method for the remaining 2020 Bond projects

Authorized the administration to utilize competitive sealed proposals as the construction method of procurement for the remaining 2020 Bond Projects.

8. B ACTION ITEMS

1. GOAL: INSTRUCTIONAL

Minutes of Regular Board Meeting August 19, 2021 – page 16

e. Consider approval for renewal of an optional flexible school day program

Mr. Bates presented to the Board.

It was moved by Mr. Lambert and seconded by Ms. Danziger that the Board of Trustees approve a continuation of the Optional Flexible School Day Program (OFSDP) that has been piloted jointly between our high schools and 1621 Place. The motion carried unanimously. (See inserted pages 16-A – 16-K.)

2. GOAL: PLANNING

j. Discussion and possible action to revise the District's 2021-2022 COVID-19 protocols

Mrs. Williams asked their legal counsel, Rick Morris, to give an updated on the pending litigation and its impact that it has on Lamar CISD. Mr. Morris shared that as of August 12th area superintendents in Fort Bend County received a letter from the local health authority Dr. Jacquelyn Minter. In that letter it contained certain COVID response recommendations. After communications with Dr. Minter we have confirmed that our understanding of the August 12th letter, it does not include any order for mask mandates in Fort Bend County. As things stand, you are not currently operating under any mask mandates. I am sure you have read and been contacted by citizens about ongoing litigation regarding the Governor's Executive Order that prohibits mask mandates, that is the subject of litigation throughout the state. It is a very fast-moving litigation and changes from day to day depending on which jurisdiction you are in. He said we do not have a final determination about the issue, and he hopes they will receive one within a week or so. But there will not be a final resolution until the Texas Supreme Court provides it.

Mr. Hunt passed out a proposal of changes to the COVID protocols for the Board to review and feels the most effective measure is to follow the main piece of advice put forth by our local health director and implement a temporary mask requirement. He suggested the Board review the proposed protocols by section, have a discussion, and then take action on that individual section and move on to the next.

The first section was Disease Mitigation Protocols under subheading Face Covering Protocols. Mr. Welch asked Mr. Hunt if he was approached by any local or state authorities to make this presentation to the Board or is this all his original idea and thoughts. Mr. Hunt said he was not approached. Mr. Welch said in March he proposed to his fellow Board members to not second any motions to mandate masks. He said he predicted in this room that if we did not make masks optional in March of 2021, then we would just keep extending the masks. He urges the Board to give them a choice. Ms. Bronsell appreciates the work Mr. Hunt did, but in her opinion, it is a parent's choice. Mr. Hubenak agrees that is a parent or employee's choice if they want to wear a mask. Ms. Danziger told Mr. Hunt this is amazing and wonderful document. She said she's on both sides of the fence, she likes the idea of masks, but does understand parent's wanting their own choice. She would like to see us agree that even though parents have a choice, that their students wear masks for now until they can get vaccinated. She said they as a Board should highly encourage and strongly recommend masks until the unvaccinated students can get vaccinated. In her opinion, if we cannot agree on a mask mandate, could we at least agree that we ask our community to highly encourage and strongly recommend wearing a mask. Mr. Lambert encourages and wants our parents to take responsibility back for their students. Mrs. Williams said she is for leaving the verbiage as it is. She wants to give the parents and employees the option. She is not for encouraging anyone to wear a mask, it is up to each person. She read several emails from community members that she had received.

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It was moved by Mr. Hunt and seconded by Ms. Danziger that the Board of Trustees approve the changes as presented under subheading Face Covering Protocols and to approve as revised.

Mr. Welch read from BBC(LEGAL) that they (the Board Members) are under the authority of the Governor of Texas. He said the Governor says you do not have the right to mandate masks and the Executive Order has the weight of law. He said with that in mind unless the Texas Supreme Court rules differently, BBC(LEGAL) says the reason for removal from office, the board member may be removed for “official misconduct,” which means intentional, unlawful behavior relating to official duties by a board member entrusted with the administration of justice or the execution of the law. The term includes an intentional or corrupt failure, refusal, or neglect of a board member to perform a duty imposed on the board member by law. He said he would caution all of you who might vote to mandate masks it is a violation of the Governor’s Executive Order. He said this is an illegal motion.

Mr. Hunt asked Mrs. Williams to allow them to get legal counsels input on Mr. Welch’s statements and go into closed session.

Mr. Morris said yes in order for him to respond they would need to go into closed session.

The Board adjourned to Closed Session at 9:51 p.m. pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082 to consult with the Board attorney.

The Board reconvened in Open Session at 9:58 p.m.

Ms. Danziger said kids need to be in school and we need to do whatever needs to be done to keep them in school.

Mrs. Williams said the ESSER funds are for COVID and spending that on virtual instruction. The opinions on the masks are all over the place and feels like us recommending masks is like giving medical advice. She hopes that as a Board they own the decision based on what is best for their District.

Mr. Welch wanted clarification that a yes voted is to change what was passed on August 5th and adopt this. A no vote is to make no changes. Mrs. Williams said that is correct.

Voting in favor of the motion: Mr. Hunt and Ms. Danziger

Voting in opposition: Mr. Lambert, Ms. Bronsell, Mrs. Williams, Mr. Hubenak, and Mr. Welch
The motion failed.

Mr. Hunt reviewed the subheading of Screening Protocols. Mr. Welch asked for clarification as to what all is included in the current discussion. He said he was taught that if you are ever rushed or feel pressured to make a decision to just pass on it. He said this is a lot of information to digest right now on the fly. He’s hesitant to want to do it without being able to read it and study it, it’s too much for him.

Ms. Danziger said she likes that the screening protocols are spelled out. Ms. Bronsell asked if we can give COVID tests. Dr. Bowen said it is allowed but you have to have a COVID coordinator and tester that has gone through a training and permission from the parent. Ms. Bronsell asked if they would have to pay. Dr. Nivens said that TEA is making tests available for free to the District, the deadline is midnight tonight to say we want them. Mr. Welch asked what it takes to requests these tests. Dr. Bowen said she believes that Ms. Ludwig is currently looking into it.

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Mr. Lambert likes having tests being able to be administered on campus. Mr. Welch said he is all for getting free tests from TEA. He asked Mr. Hunt if a student is at school coughing and sniffing, it might be a 24-hour virus, if we adopt this, will that student be required to go to the doctor for a note. Mr. Hunt said this is if your child is home and has these symptoms, they need to stay home. Dr. Bowen said we have shared with the nurses if this is out of the norm for the student or if there is a known exposure. Mrs. Williams suggests making a change that says it is outside of your child's norm. Mr. Hunt said the policy currently says screen your kids for COVID-19 symptoms, this takes it from last year's COVID protocols. Dr. Mossige discussed information that is covered in the handbook. Mr. Hunt said it does coincide, but he thinks a lot of parents don't go through the handbook regularly and having the information in the COVID protocols would be best. Mr. Welch said this is so much information he would be comfortable with amending the August 5th policy to say to reference the handbook that Dr. Mossige reviewed. Ms. Bronsell said this is a lot of information and it's late and this is a lot of what we already had, she asked if there another way to do this. Mr. Hunt said he would have shared sooner, but he could not because of the open meetings act. Mrs. Williams asked what our options are now that we have seen this. Mr. Hunt said he wanted to send this earlier but was advised not to do that, he does not see any other way to do this and there are some things that are important to have in place before the first day of school.

It was moved by Mr. Hunt and seconded by Mr. Lambert to revise the wording to say "outside your child's norm" and then to accept the revisions of adding the symptoms under the Screening Protocols section.

Mr. Welch said he will not support his because he feels it is already covered in the student handbook. Mr. Lambert said over-communicating is always good.

Voting in favor of the motion: Mr. Lambert, Ms. Bronsell, Mr. Hunt, Mrs. Williams, Mr. Hubenak, and Ms. Danziger

Voting in opposition: Mr. Welch
The motion carried.

It was moved by Mr. Hunt and seconded by Ms. Bronsell to accept all the revisions as presented on page 3.

Mrs. Williams believes it will very negatively impact our teachers if we pass this piece, where it says suspected of having COVID-19. That is 10 days that they just lost, if they suspect they may have it. Dr. Bowen said that is TEA's language and the department of health.

Voting in favor of the motion: Mr. Lambert, Ms. Bronsell, Mr. Hunt, Mrs. Williams, Mr. Hubenak, and Ms. Danziger

Voting in opposition: Mr. Welch
The motion carried.

It was moved by Mr. Hunt and seconded by Ms. Danziger to accept the changes as presented on page 4.

Mr. Hunt said this is verbiage we had last year that is being added back in. Mrs. Williams said she would not support because it is saying they have COVID, but it could be other things. This is assuming too many things and making people have to get a doctor's note and a negative test. Mr. Welch said too many COVID symptoms mimic other illnesses. Mr. Hunt said his view is he wants them to get a test before they come into the school.

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Voting in favor of the motion: Mr. Hunt and Ms. Danziger

Voting in opposition: Mr. Lambert, Ms. Bronsell, Mrs. Williams, Mr. Hubenak, and Mr. Welch
The motion fails.

It was moved by Mr. Hunt and seconded by Ms. Bronsell to accept changes under COVID-19 notifications. The motion carried unanimously.

It was moved by Mr. Hunt and seconded by Ms. Danziger to accept the changes under the subheading Classroom and Campus Protocols.

Mr. Welch said he is apprehensive of putting so many things on paper about this, those kinds of things can be done without being in the policy. If cases go down, the teachers should be able to adjust and it not have to be in policy. Mrs. Williams said as long as under the COVID protocols they should be mindful but flexible. This is more for the parents to understand than a stress on the teachers. Ms. Danziger said it was basically done but putting in writing it tells the parents we will do when possible.

Voting in favor of the motion: Mr. Lambert, Ms. Bronsell, Mr. Hunt, Mrs. Williams, Mr. Hubenak, and Ms. Danziger

Voting in opposition: Mr. Welch
The motion carried.

Mr. Hunt said under Breakfast/Lunch this is particularly important to him as a parent, it is about students being socially distanced while eating whenever possible. Ms. Danziger asked if there was a discussion in the plan on how to set up lunch. Dr. Mossige said it is not in the current plan. Dr. Nivens said that visitors will have a separate table. Dr. Mossige said it puts a lot of restrictions on our campuses because more kids will be on the campuses. Mr. Juntti said as we have more students this will be very challenging to do.

It was moved by Mr. Hunt and seconded by Ms. Bronsell to add bullet point to breakfast/lunch that states "Because students are unable to wear masks during breakfast and lunch, students should be socially distanced at least three feet apart while eating whenever possible."

Voting in favor of the motion: Mr. Lambert, Ms. Bronsell, Mr. Hunt, Mrs. Williams, Mr. Hubenak, and Ms. Danziger

Voting in opposition: Mr. Welch
The motion carried.

It was moved by Mr. Hunt and seconded by Ms. Bronsell to approve the changes under subheading Specials.

Voting in favor of the motion: Mr. Lambert, Ms. Bronsell, Mr. Hunt, Mrs. Williams, Mr. Hubenak, and Ms. Danziger

Voting in opposition: Mr. Welch
The motion carried.

9. INFORMATION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-1 Preliminary 2021 ST AAR Performance Update

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9. A-2 Virtual Instruction

Dr. Mossige presented to the Board.

The Board recessed at 11:39 p.m.

The Board reconvened at 11:45 p.m.

9. A-3 Remote Conferencing

9. B GOAL: PLANNING

9. B-1 Appointment of Board Committees

9. B-2 Tax Collection Report

9. B-3 Payments for Construction Projects

9. B-4 Bond Update

a. 2014

b. 2017

9. B-5 Lamar CISD Police Department Update

10. FUTURE ACTION ITEMS

10. A GOAL: PLANNING

10. A-1 Preliminary 2021 STAAR Performance Update

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

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

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The Board did not adjourn to Closed Session.

FUTURE AGENDA ITEMS

Information Item on the Lamar CISD Police Station
Information Item on HB547 Homeschool participation in UIL activities

UPCOMING MEETINGS AND EVENTS

First day of school on Monday

ADJOURNMENT

The meeting adjourned at 11:58 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of August 31, 2021 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 approval:



Dr. Roosevelt Nivens
Superintendent

SCHEDULE OF AUGUST 2021 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of August total \$43,306,598 and are shown below by category.

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>	<u>July 2021 For Reference Only</u>
611/612	Salaries and Wages, All Personnel	21,725,075	21,025,561
614	Employee Benefits	1,072,348	1,145,261
621	Professional Services	53,240	30,141
622	Tuition and Transfer Payments	5,088	21,636
623	Education Services Center	12,720	38,944
624	Contracted Maintenance and Repair Services	397,130	988,772
625	Utilities	691,052	1,883,297
626	Rentals and Operating Leases	25,698	44,379
629	Miscellaneous Contracted Services	269,979	472,323
631	Supplies and Materials for Maintenance and Operations	258,391	226,085
632	Textbooks and Other Reading Materials	226,037	236,154
633	Testing Materials	1,614	107,472
634	Food Service	55,911	24,331
639	General Supplies and Materials	5,933,874	2,957,399
641	Travel and Subsistence -- Employee and Student	24,917	41,312
642	Insurance and Bonding Costs	23,862	6,360
649	Miscellaneous Operating Costs/Fees and Dues	109,968	137,831
659	Other Debt Services Fees	750	2,250
661	Land Purchase and/or Improvements	8,715	5,000
662	Building Purchase, Construction, and/or Improvements	11,311,003	3,446,524
663	Furniture & Equipment - \$5,000 or more per unit cost	1,068,708	1,206,567
110	Cash (Petty Cash)	18,000	-
141	Pre-paid	7,963	-
217	Operating Transfers, Loans and Reimbursements	-	112
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	4,555	17,019
	Total	43,306,598	34,064,730

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of August 2021. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval,



Dr. Roosevelt Nivens
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF AUGUST 31, 2021**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	177,842,698.00	175,389,246.00	(2,453,452.00)	98.6%
5800-STATE PROGRAM REVENUES	156,687,730.00	131,009,131.00	(25,678,599.00)	83.6%
5900-FEDERAL PROGRAM REVENUES	4,035,559.00	4,720,431.00	684,872.00	117.0%
TOTAL- REVENUES	338,565,987.00	311,118,808.00	(27,447,179.00)	91.9%
EXPENDITURES				
6100-PAYROLL COSTS	298,271,265.00	275,037,656.00	23,233,609.00	92.2%
6200-PROFESSIONAL/CONTRACTED SVCS.	30,723,453.00	24,327,199.00	6,396,254.00	79.2%
6300-SUPPLIES AND MATERIALS	25,090,188.00	15,976,822.00	9,113,366.00	63.7%
6400-OTHER OPERATING EXPENDITURES	5,853,295.00	4,297,477.00	1,555,818.00	73.4%
6600-CAPITAL OUTLAY	3,773,164.00	1,878,903.00	1,894,261.00	49.8%
TOTAL-EXPENDITURES	363,711,365.00	321,518,057.00	42,193,308.00	88.4%

* This report does not reflect material closing entries. All amounts are subject to change as the closing process continues in preparation for the annual audit.

**Local Investment Pools
as of August 31, 2021**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	546,319.62	0.00	0.00	10.31	546,329.93
General Account	33,122,349.17	49,331,462.42	26,051,774.05	998.28	56,403,035.82
Health Insurance	794,961.28	2,160,107.38	2,950,000.00	15.91	5,084.57
Workmen's Comp	203,545.03	41,666.67	0.00	4.62	245,216.32
Property Tax	43,414,279.78	679,770.04	43,401,033.47	128.94	693,145.29
Vending Contract Sponsor	304,563.94	0.00	0.00	5.73	304,569.67
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,066,300.27	0.00	0.00	20.11	1,066,320.38
Student Activity Funds	35,077.67	0.00	0.00	0.68	35,078.35
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	119,323.52	0.00	0.00	2.29	119,325.81
Common Threads Donation	56,406.93	0.00	0.00	1.08	56,408.01
Debt Service 2012A	83.43	1,541,604.72	1,541,687.15	6.08	7.08
Debt Service 2012B	65.94	1,214,360.94	1,110,548.10	3.66	103,882.44
Debt Service 2014A	623.33	0.00	0.00	0.00	623.33
Debt Service 2014B	38.34	699,190.64	699,227.98	2.76	3.76
Debt Service 2013	26.49	476,109.33	476,137.70	1.88	0.00
Debt Service 2013A	1,963.65	0.00	0.00	0.00	1,963.65
Debt Service 2015	141.21	2,617,082.32	2,617,233.87	10.34	0.00
Debt Service 2016A	872,529.60	720,457.15	1,592,985.75	8.67	9.67
Debt Service 2016B	231,373.00	189,228.52	420,600.52	2.31	3.31
Debt Service 2017	180,137.09	832,865.83	1,013,007.42	4.50	0.00
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,354,815.32	1,950,876.47	4,305,690.79	23.46	24.46
Capital Projects 2018	2,045.75	0.00	0.00	0.00	2,045.75
Capital Projects 2019	10,658,914.26	0.00	10,627,057.72	96.74	31,953.28
Debt Service 2019	3,442,461.92	5,280,350.61	4,222,838.62	61.33	4,500,035.24
Debt Service Capitalized Interest 2019	27,024.29	0.00	0.00	0.54	27,024.83
Debt Service 2020	442,594.70	490,865.67	933,465.27	4.90	0.00
Debt Service 2021	2,044,058.92	456,578.85	2,500,653.25	15.48	0.00
Debt Service Capitalized Interest 2021	5,015,226.31	0.00	0.00	94.47	5,015,320.78
Capital Projects 2021	94,688,566.77	0.00	2,818,283.10	1,749.00	91,872,032.67
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	90,758.86	0.00	0.00	0.39	90,759.25
Workers' Comp	298,995.26	0.00	0.00	1.30	298,996.56
Property Tax Fund	34,060.93	0.00	0.00	0.15	34,061.08
General Fund	2,740,874.08	0.00	0.00	11.92	2,740,886.00
Food Service Fund	45,831.95	0.00	0.00	0.20	45,832.15
Debt Service Series 1996	324.85	0.00	0.00	0.00	324.85
Capital Project Series 1998	742.05	0.00	0.00	0.00	742.05
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	406.79	0.00	0.00	0.00	406.79
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	18.02	0.00	0.00	0.00	18.02
Capital Projects 2015	53.98	0.00	0.00	0.00	53.98
Debt Service Series 2015	382.44	0.00	0.00	0.00	382.44
Capital Projects 2017	0.12	0.00	0.00	0.00	0.12
Capital Projects 2018	44,277,107.36	0.00	7,729,865.43	174.34	36,547,416.27
Debt Service Series 2018	10.73	0.00	0.00	0.00	10.73
Capital Projects 2019	26,402,395.16	0.00	0.00	114.84	26,402,510.00
Capital Projects 2021	12,000,126.00	0.00	0.00	52.19	12,000,178.19
MBIA Texas CLASS Fund					
General Account	16,494,546.96	0.00	0.00	708.69	16,495,255.65
Capital Project Series 1998	972.22	0.00	0.00	0.00	972.22
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	2,112,489.45	0.00	0.00	90.78	2,112,580.23
Debt Service 2015	833.73	0.00	0.00	0.00	833.73
Capital Projects 2017	11,844,724.91	0.00	527,517.96	151.91	11,317,358.86
Capital Projects 2019	15,059,961.42	0.00	0.00	647.03	15,060,608.45
Capital Projects 2021	9,784,453.73	0.00	0.00	420.38	9,784,874.11
TEXSTAR					
Capital Projects Series 2007	786.18	0.00	0.00	0.00	786.18
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	137.94	0.00	0.00	0.00	137.94
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	4,862.42	0.00	0.00	0.00	4,862.42
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,659.10	0.00	0.00	0.00	2,659.10
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Capital Projects 2018	20,199,831.27	0.00	0.00	171.47	20,200,002.74
Debt Service 2018	129,472.91	0.00	129,471.73	0.47	1.65
Debt Service 2019	2,475,528.74	0.00	1,969,953.22	10.81	505,586.33
Capital Projects 2019	32,011,563.50	0.00	0.00	271.87	32,011,835.37
Capital Projects 2021	24,000,493.37	0.00	0.00	203.94	24,000,697.31
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,067,148.01	0.00	0.00	19.10	1,067,167.11
Capital Projects Series 2008	149.46	0.00	0.00	0.00	149.46
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,933.95	0.00	0.00	2.00	111,935.95
Capital Projects Series 2014B	500,216.02	0.00	0.00	8.95	500,224.97
Debt Service 2015	114.98	0.00	0.00	0.00	114.98
Capital Projects 2015	3,343,095.23	0.00	0.00	59.85	3,343,155.08
Capital Projects 2017	41.84	0.00	0.00	0.00	41.84
Capital Projects 2018	7.15	0.00	0.00	0.00	7.15
Debt Service 2018	67,106.59	0.00	67,105.59	0.48	1.48
Capital Projects 2019	15,147,888.60	0.00	0.00	271.17	15,148,159.77
Capital Projects 2021	94,075,736.25	0.00	0.00	1,684.08	94,077,420.33

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.02	\$3,274.07
LONE STAR ACCOUNT INTEREST	0.01	\$355.33
MBIA TEXAS CLASS ACCOUNT INTEREST	0.05	\$2,018.79
TEXSTAR ACCOUNT INTEREST	0.01	\$658.56
TEXAS TERM/DAILY ACCOUNT INTEREST	0.02	\$2,045.63
TOTAL CURRENT MONTH EARNINGS		\$8,352.38
EARNINGS 9-01-20 THRU 7-31-21		\$224,892.11
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$233,244.49

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CHARACTER COUNTS WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 17 - 23, 2021 as "Character Counts Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Character Counts Week will be celebrated nationally during the week of October 17 - 23, 2021. It is appropriate for the Lamar CISD community to recognize the importance of character education and modeling good character during this week.

PROGRAM DESCRIPTION:

Lamar CISD campuses will participate in special activities focused on the Six Pillars of Character (Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship) during this week.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, National Character Counts Week is celebrated across the U.S. on October 17 - 23, 2021; and

Whereas, the well-being of the community, the state and the nation requires that our young people become involved, caring citizens with good character; and

Whereas, the public good is advanced when young people are taught the importance of good character and the positive effects that good character can have in personal relationships, in school and in the workplace; and

Whereas, Lamar CISD recognizes the need, and has taken steps, to integrate the values of Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship into teaching activities;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 17 - 23, 2021 as **Character Counts Week** in the Lamar Consolidated Independent School District.

Adopted this 21st day of September 2021 by the Board of Trustees.



Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CUSTODIAL WORKER RECOGNITION WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 27 – October 1, 2021 as “Custodial Worker Recognition Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

National Custodial Worker Recognition Day is nationally recognized on Saturday, October 2, 2021. It is appropriate that Lamar CISD recognize the importance of and contributions from our District custodial staff during the week of September 27 – October 1, 2021.

PROGRAM DESCRIPTION:

Campus and department staff members will honor their custodial staff during Custodial Worker Recognition Week in Lamar CISD.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, National Custodial Worker Recognition Day is celebrated throughout the United States on October 2, 2021; and

Whereas, this day recognizes the importance of a clean, well-kept learning environment; and

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

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

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

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare September 27 – October 1, 2021 as **Custodial Worker Recognition Week** in the Lamar Consolidated Independent School District.

Adopted this 21st day of September 2021 by the Board of Trustees.



Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
HUMAN RESOURCES DAY**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 13, 2021 as “Human Resources Day” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Each year, the Texas Education Human Resources Day is celebrated on the second Wednesday of October. It is appropriate that Lamar CISD recognize the contributions of the Human Resources Department on that day.

PROGRAM DESCRIPTION:

District and campus staff members will express their appreciation to our Human Resources Department for its dedication and commitment to Lamar CISD employees and students.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, the Human Resources Department is instrumental in recruiting, selecting, resourcing and retaining quality staff in support of providing an excellent education for all students; and

Whereas, Human Resources plays a key role in fostering satisfaction and loyalty among employees by allowing for professional growth and development; and

Whereas, Human Resources monitors and manages current and future workforce trends, organizational culture, legal and legislative trends, and ethical and social responsibility; and

Whereas, Human Resources is an important part of District leadership and is vital to the overall productivity and efficiency of the District’s workforce; and

Whereas, it is a valued and respected department that sustains the District’s most important asset—its people;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 13, 2021 as **Human Resources Day** in the Lamar Consolidated Independent School District.

Adopted this 21st day of September 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 23 – 31, 2021 as "Red Ribbon Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The week of October 23 – 31, 2021 will be celebrated Districtwide as "Red Ribbon Week," encouraging citizens to demonstrate their commitment to a drug-free lifestyle and a drug-free community. Lamar CISD is on the forefront of prevention in promoting health and success for all students. By adopting this resolution, the Board of Trustees makes a clear statement that drugs will not be tolerated on any Lamar CISD campus and that drug-free schools are expected.

PROGRAM DESCRIPTION:

For the past 27 years, Lamar CISD has led the community in promoting drug prevention. During Red Ribbon Week, each school will be presenting a variety of prevention activities involving Lamar CISD staff and students.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

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

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

Whereas, October 23 – 31, 2021 has been declared nationwide as "Red Ribbon Week;" and

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

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

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares October 23 – 31, 2021 as **Red Ribbon Week** in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses and community members to support and participate in drug-prevention activities.

Adopted this 21st day of September 2021 by the Board of Trustees.



Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SAFE SCHOOLS WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 17 – 23, 2021 as “Safe Schools Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Safe Schools Week will be celebrated nationally during the week of October 17 – 23, 2021. It is appropriate for Lamar CISD to collaborate with families, businesses and the community to create and promote safe, secure learning environments on our campuses.

PROGRAM DESCRIPTION:

Lamar CISD’s Police Department and Community Relations have designed special promotions during this week to highlight and promote the District’s safety and wellness initiatives.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, Texas Safe Schools Week is held in conjunction with America's Safe Schools Week on October 17-23, 2021; and

Whereas, schools make substantial contributions to the future of America and to the development of our nation's young people as knowledgeable, responsible and productive citizens; and

Whereas, excellence in education is dependent on safe, secure and peaceful school settings; and

Whereas, it is the responsibility of all citizens to enhance the learning experiences of young people by helping to ensure fair and effective discipline, promote good citizenship, and generally make school safe and secure; and

Whereas, all leaders, especially those in education, law enforcement, government and business, should eagerly collaborate with each other to focus public attention on school safety and identify, develop and promote innovative answers to these critical issues; and

Whereas, the observance of Safe Schools Week will substantially promote efforts to provide Lamar CISD schools with positive and safe learning climates;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 17-23, 2021 as **Safe Schools Week** in the Lamar Consolidated Independent School District.

Adopted this 21st day of September 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 18 – 22, 2021 as “School Bus Safety Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Bus Safety Week will be celebrated nationally during the week of October 18 – 22, 2021. During this week it is appropriate for the Lamar CISD community to highlight school bus safety and to recognize the service of our transportation staff.

PROGRAM DESCRIPTION:

Staff members at Lamar CISD campuses will increase students’ awareness of school bus safety by reviewing and discussing the District’s transportation rules. Campuses will also recognize their school bus drivers for their dedication and service.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, School Bus Safety Week is celebrated throughout the United States during the week of October 18 – 22, 2021; and

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

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

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

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

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 18 – 22, 2021 as **School Bus Safety Week** in the Lamar Consolidated Independent School District.

Adopted this 21st day of September 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 11 – 15, 2021 as “School Lunch Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Lunch Week will be celebrated nationally during the week of October 11 – 15, 2021. It is appropriate for the Lamar CISD community to recognize the importance of our school lunch program and our Child Nutrition Department during this week.

PROGRAM DESCRIPTION:

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

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, School Lunch Week is celebrated throughout the United States during the week of October 11 – 15, 2021; and

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

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

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

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

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

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 11 – 15, 2021 as **School Lunch Week** in the Lamar Consolidated Independent School District.

Adopted this 21st day of September 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY
FOR THE ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools in the amount of \$29,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

- Fulshear HS Orchestra Addition \$4,700
- Leaman JHS Orchestra Addition..... \$4,700
- Foster HS Orchestra Addition..... \$4,700
- Briscoe JHS Orchestra Addition..... \$5,100
- George Ranch HS Orchestra Addition..... \$5,100
- Reading JHS Orchestra Additions..... \$4,700

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

August 13, 2021



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

Attn: Mr. J. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Fulshear High School Orchestra Room Addition
9302 Charger Way
Fulshear, Texas
Terracon Document No. P92215397

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$4,700**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Fulshear High School Orchestra Room Addition ■ Fulshear, Texas

August 13, 2021 ■ Terracon Document No. P92215397



Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "Jonathan N. Han".

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell".
FOR: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

Brian C. Ridley, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Fulshear High School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 08/13/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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.** Unless otherwise stated in the Proposal, 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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By: *Brian C Ridley* Date: **8/13/2021**

Name/Title: **Brian C Ridley, P.E. / Project Manager**

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

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

Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**

By: _____ Date: _____

Name/Title: **Joy Williams - Board President**

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

Phone: **832-223-0250** Fax: _____

Email: _____

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Fulshear High School Orchestra Room Addition ■ Fulshear, Texas
August 13, 2021 ■ Terracon Document No. P92215397



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

August 13, 2021



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

Attn: Mr. J. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Dean Leaman Junior High School Orchestra Room Addition
9320 Charger Way
Fulshear, Texas
Terracon Document No. P92215396

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$4,700**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Dean Leaman Junior High School Orchestra Room Addition ■ Fulshear, Texas

8/13/2021 ■ Terracon Document No. P92215396



Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "J. Han", is positioned above the name of Jonathan N. Han.

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "K. Burrell", is positioned above the name of Kierstyn M. Burrell.

FOR: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "B. Ridley", is positioned above the name of Brian C. Ridley.

Brian C. Ridley, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Dean Leaman Junior High School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 08/13/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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.** Unless otherwise stated in the Proposal, 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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
By: Brian C Ridley Date: **8/13/2021**
Name/Title: **Brian C Ridley, P.E. / Project Manager**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **Joy Williams - Board President**
Address: **3911 Avenue I**
Rosenberg, Texas 77471
Phone: **832-223-0250** Fax: _____
Email: _____

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Dean Leaman Junior High School Orchestra Room Addition ■ Fulshear, Texas
August 13, 2021 ■ Terracon Document No. P92215396



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

August 13, 2021



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

Attn: Mr. J. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Foster High School Orchestra Room Addition
4400 Farm to Market Road 723
Richmond, Texas
Terracon Document No. P92215395

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$4,700**. See **Exhibit C** for more details of our fees and consideration of additional services.



Cost Estimate for Geotechnical Engineering Services

LCISD Foster High School Orchestra Room Addition ■ Richmond, Texas

August 13, 2021 ■ Terracon Document No. P92215395



Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "J Han", is positioned above the name Jonathan N. Han.

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "K M Burrell", is positioned above the name Kierstyn M. Burrell. The word "FOR:" is written in blue ink to the left of the signature.

FOR: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "B Ridley", is positioned above the name Brian C. Ridley.

Brian C. Ridley, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Foster High School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 08/12/2021 ("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.
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- 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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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.** Unless otherwise stated in the Proposal, 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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **8/13/2021**

Name/Title: **Brian C Ridley, P.E. / Project Manager**

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

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

Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**

By: _____ Date: _____

Name/Title: **Joy Williams - Board President**

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

Phone: **832-223-0250** Fax: _____

Email: _____

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Foster High School Orchestra Room Addition ■ Richmond, Texas
August 13, 2021 ■ Terracon Document No. P92215395

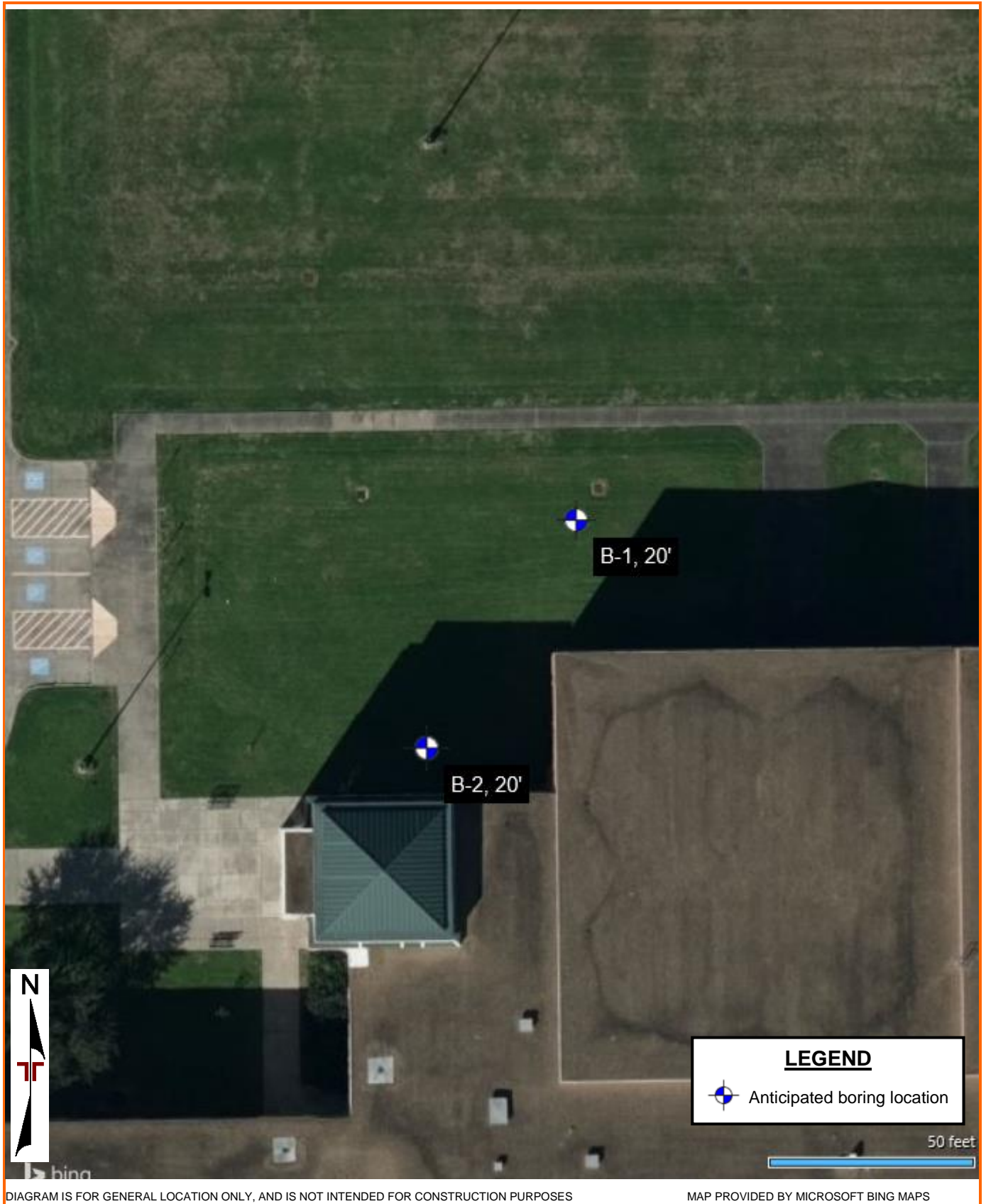


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

August 10, 2021



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

Attn: Mr. J. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Briscoe Junior High School Orchestra Room Addition
4300 Farm to Market Road 723
Richmond, Texas
Terracon Document No. P92215394

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$5,100**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Briscoe Junior High School Orchestra Room Addition ■ Richmond, Texas
August 10, 2021 ■ Terracon Document No. P92215394



Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "J. Han".

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in black ink, appearing to read "Kierstyn M. Burrell".

Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

Brian C. Ridley, P.E.
Senior Project Engineer


AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Briscoe Junior High School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 08/10/2021 ("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.**
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- 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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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.** Unless otherwise stated in the Proposal, 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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.

By:  Date: 8/10/2021

Name/Title: Brian C Ridley, P.E. / Project Manager

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

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

Email: Brian.Ridley@terracon.com

Client: Lamar Consolidated ISD

By: _____ Date: _____

Name/Title: Joy Williams - Board President

Address: 3911 Avenue I
Rosenberg, Texas 77471

Phone: 832-223-0250 Fax: _____

Email: _____

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Briscoe Junior High School Orchestra Room Addition ■ Richmond, Texas
August 10, 2021 ■ Terracon Document No. P92215394



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

August 13, 2021



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

Attn: Mr. J. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD George Ranch High School Orchestra Room Addition
8181 Farm to Market 762 Road
Richmond, Texas
Terracon Document No. P92215399

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$5,100**. See **Exhibit C** for more details of our fees and consideration of additional services.



Cost Estimate for Geotechnical Engineering Services

LCISD George Ranch High School Orchestra Room Addition ■ Richmond, Texas

8/13/2021 ■ Terracon Document No. P92215399



Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "J. Han".

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "K. Burrell".

FOR: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian Ridley".

Brian C. Ridley, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD George Ranch High School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 08/13/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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.** Unless otherwise stated in the Proposal, 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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **8/13/2021**

Name/Title: **Brian C Ridley, P.E. / Project Manager**

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

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

Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**

By: _____ Date: _____

Name/Title: **Joy Williams - Board President**

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

Phone: **832-223-0250** Fax: _____

Email: _____

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD George Ranch High School Orchestra Room Addition ■ Richmond, Texas
August 13, 2021 ■ Terracon Document No. P92215399

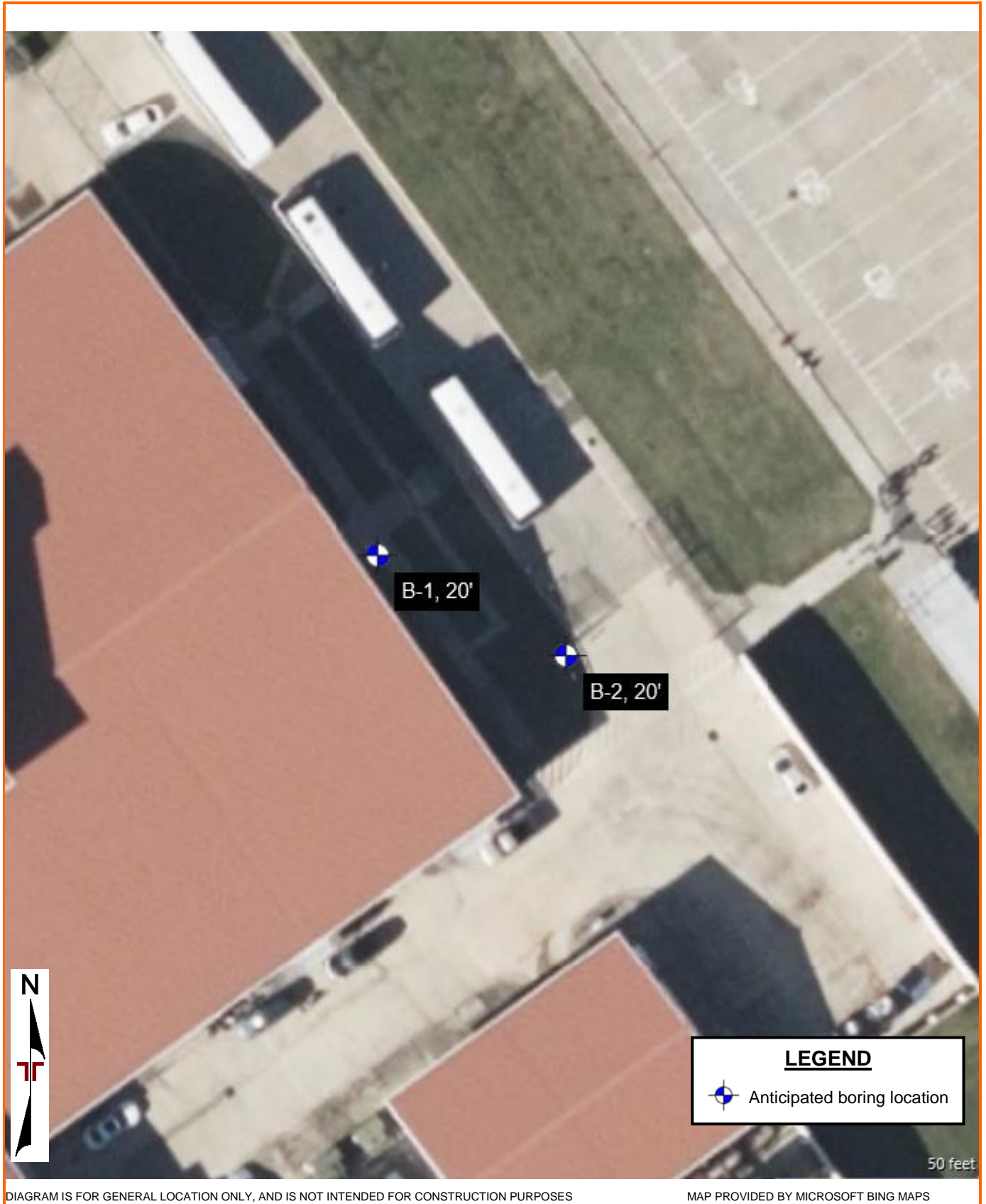


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

August 13, 2021



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

Attn: Mr. J. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Reading Junior High School Orchestra Room Addition
8101 Farm to Market 762 Road
Richmond, Texas
Terracon Document No. P92215398

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$4,700**. See **Exhibit C** for more details of our fees and consideration of additional services.



Cost Estimate for Geotechnical Engineering Services

LCISD Reading Junior High School Orchestra Room Addition ■ Richmond, Texas

August 13, 2021 ■ Terracon Document No. P92215398



Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "J. Han".

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "K. Burrell".

FOR: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "B. Ridley".

Brian C. Ridley, P.E.
Senior Project Manager

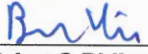
AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Reading Junior High School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 08/13/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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.** Unless otherwise stated in the Proposal, 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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
By:  Date: 8/13/2021
Name/Title: Brian C Ridley, P.E. / Project Manager
Address: 11555 Clay Rd, Ste 100
Houston, TX 77043-1239
Phone: (713) 690-8989 Fax: (713) 690-8787
Email: Brian.Ridley@terracon.com

Client: Lamar Consolidated ISD
By: _____ Date: _____
Name/Title: Joy Williams - Board President
Address: 3911 Avenue I
Rosenberg, Texas 77471
Phone: 832-223-0250 Fax: _____
Email: _____

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Reading Junior High School Orchestra Room Addition ■ Richmond, Texas
August 13, 2021 ■ Terracon Document No. P92215398

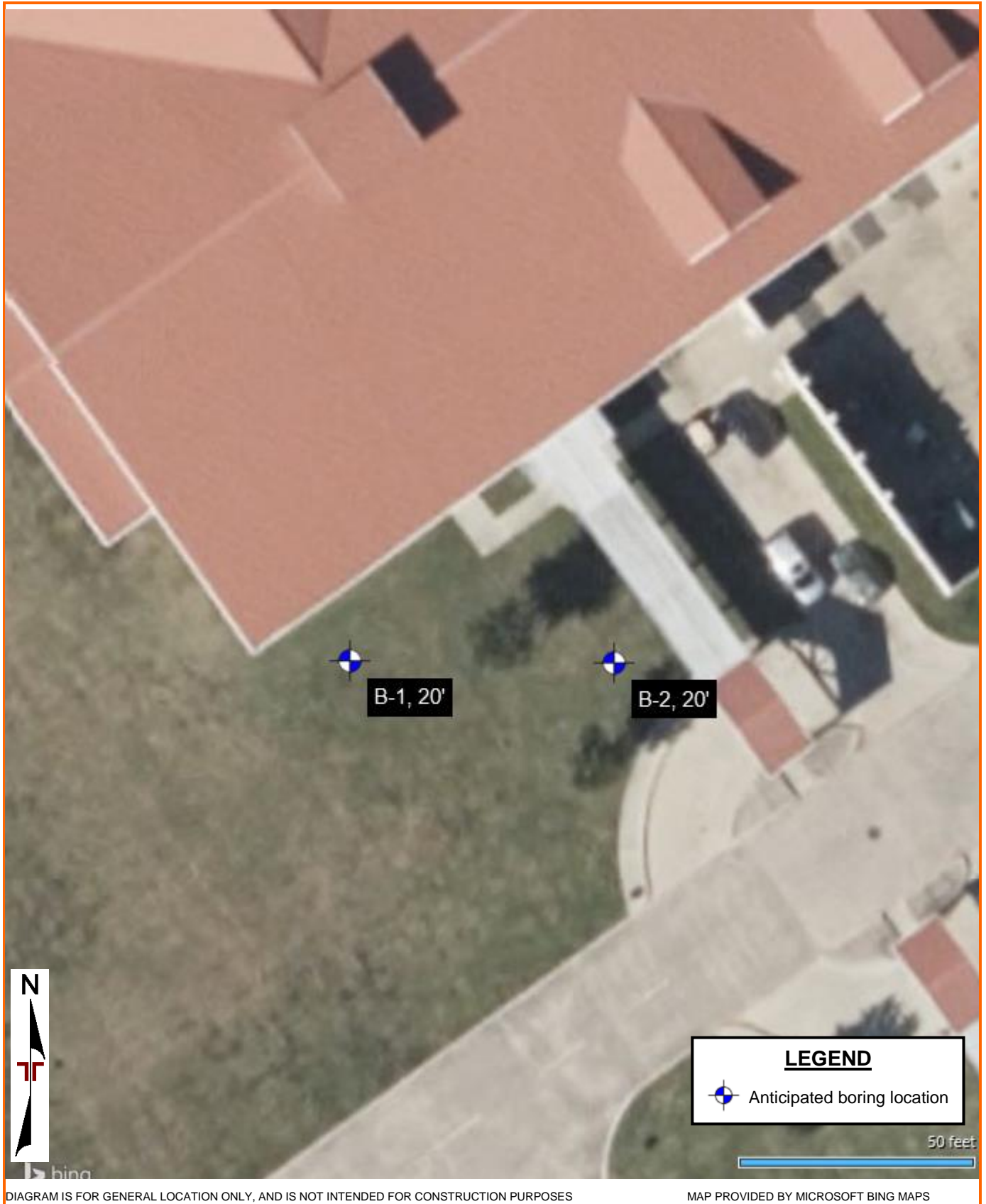


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE VESTIBULE
ADDITIONS AND RENOVATIONS AT MEYER ELEMENTARY SCHOOL, NAVARRO
MIDDLE SCHOOL, SEGUIN EARLY CHILDHOOD CENTER,
AND TAYLOR RAY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the design development for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin Early Childhood Center, and Taylor Ray Elementary School as presented.

IMPACT/RATIONALE:

PBK Architects inc. is the architect of record for the design of the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin Early Childhood Center, and Taylor Ray Elementary School. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin Early Childhood Center, and Taylor Ray Elementary School. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR VESTIBULE ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. for professional topographic surveying for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin Early Childhood Center, and Taylor Ray Elementary School in the amount of \$13,200 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the district must contract directly. Kaluza, Inc. has provided these services to the district for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

- Meyer Elementary School..... \$3,200
- Navarro Middle School..... \$3,300
- Seguin ECC..... \$3,100
- Taylor Ray Elementary School..... \$3,600

PROGRAM DESCRIPTION:

Upon approval, Kaluza, Inc. will provide the topographic survey information needed for the design of vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin Early Childhood Center, and Taylor Ray Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

KALUZA
INC
Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

August 23, 2021

Mr. Kevin McKeever
Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Meyer Elementary School – 10.0 Acres along J Meyer Road, City of Rosenberg, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Meyer Elementary School Partial Topographic Survey

Project survey site consist of school entrance area at J Meyer Road; Research the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Meyer Elementary School
Partial Topographic Survey Work = \$ 3,200.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
August 23, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

06/13
Rev.01/02/19



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

August 23, 2021

Mr. Kevin McKeever
 Lamar Consolidated I.S.D.
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Navarro Middle School at the intersection of Avenue “N” and Graeber Road, City of Rosenberg, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Navarro Middle School Partial Topographic Survey

Project survey site consist of school entrance area at the intersection of Avenue “N” and Graeber Road; Research the County Clerk’s Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Navarro Middle School
 Partial Topographic Survey Work = \$ 3,300.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
August 23, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

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Interest will be charged at the rate of 1.5% per month for late payments.



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

06/13
Rev.01/02/19



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

August 23, 2021

Mr. Kevin McKeever
 Lamar Consolidated I.S.D.
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Juan Seguin Early Childhood Center – 2.71 Acres along Mabel Street, City of Richmond, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Juan Seguin Elementary School Partial Topographic Survey

Project survey site consist of school entrance area along Mabel Street; Research the County Clerk’s Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Juan Seguin Elementary School
 Partial Topographic Survey Work = \$ 3,100.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
August 23, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

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ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

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Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

06/13
Rev.01/02/19



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Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

August 23, 2021

Mr. Kevin McKeever
 Lamar Consolidated I.S.D.
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Taylor Ray Elementary School – 16.23 Acres along Avenue “N” and Ward Street, City of Rosenberg, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Taylor Ray Elementary School Partial Topographic Survey

Project survey site consist of school entrance area at the intersection of Avenue “N” and Ward Street; Research the County Clerk’s Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Taylor Ray Elementary School
 Partial Topographic Survey Work = \$ 3,600.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
August 23, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

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This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.



Consulting Engineers & Surveyors

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3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

06/13
Rev.01/02/19

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE BOWIE ELEMENTARY AND BEALSEY ELEMENTARY SCHOOLS'
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Bowie Elementary and Beasley Elementary schools' additions and renovations in the total amount of \$1,700 and authorize the Board President to execute the agreement.

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 any other hazardous materials present. These funds were allocated within the 2020 Bond budget.

- Bowie Elementary School..... \$900.00
- Beasley Elementary School..... \$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: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

August 26, 2021

Sent via email: kmckeeper@lcsd.org

Mr. Kevin McKeever
Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey
Bowie Elementary School
2304 Bamore Rd., Rosenberg, Texas
ESI Proposal No. 21082638**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of the interior and exterior of Bowie Elementary School located at 2304 Bamore Rd. 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 15 to 20 samples, for a total of **\$800 to \$900**.

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. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these materials.

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 15 to 20 samples, for a total of **\$800 to \$900**

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 CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. 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.

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 CISD 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.



Christopher M. Co
Project Manager

CMC (21082638 pro)

A C C E P T E D:

LAMAR CISD

By: _____

Title: Board President

Date: _____

August 26, 2021

Sent via email: kmckeever@lcsd.org

Mr. Kevin McKeever
Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey
Beasley Elementary School
7511 Avenue J, Beasley, Texas
ESI Proposal No. 21082639**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of the interior and exterior of 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. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these materials.

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 CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. 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.

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 CISD 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.



Christopher M. Co
Project Manager

CMC (21082639 pro)

A C C E P T E D:

LAMAR CISD

By: _____

Title: Board President

Date: _____

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE HUGGINS
ELEMENTARY SCHOOL SECURITY VESTIBULE ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Huggins Elementary School security vestibule additions and renovations as presented.

IMPACT/RATIONALE:

PBK Architects, Inc. is the architect of record for the design of the Huggins Elementary School security vestibule additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the Huggins Elementary School security vestibule additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
THE HUGGINS ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. for professional topographic surveying for the Huggins Elementary School additions and renovations in the amount of \$3,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Kaluza, Inc. has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, Kaluza, Inc. will provide the topographic survey information needed for the design of Huggins Elementary School additions and renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

August 23, 2021

Mr. Kevin McKeever
 Lamar Consolidated I.S.D.
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Huggins Elementary School – 18.98 Acres along Huggins Drive, City of Fulshear, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Huggins Elementary School Partial Topographic Survey

Project survey site consist of school entrance area at the intersection of Huggins Drive; Research the County Clerk’s Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Huggins Elementary School
 Partial Topographic Survey Work = \$ 3,500.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
August 23, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

06/13

Rev.01/02/19

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
THE AUSTIN ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. for professional topographic surveying for the Austin Elementary School additions and renovations in the amount of \$15,700 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Kaluza, Inc. has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, Kaluza, Inc. will provide the topographic survey information needed for the design of the Austin Elementary School additions and renovations.

Submitted By: Chris Juntti, Chief Operations Officer
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

August 23, 2021

Mr. Kevin McKeever
 Lamar Consolidated I.S.D.
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Austin Elementary School – 15.398 Acres along Pitts Road, City of Richmond, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Austin Elementary School Topographic Survey

Project survey site consist of school entrance area at Pitts Road; Research the County Clerk’s Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 100 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Austin Elementary School
 Partial Topographic Survey Work = \$ 15,700.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
August 23, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit

SCHEDULE OF HOURLY CHARGE BY PROFESSIONAL CATERGORY
Effective June, 2013

KALUZA, INC.
CONSULTING ENGINEER, SURVEYOR, AND PLANNER

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSE

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice. Interest will be charged at the rate of 1.5% per month for late payments.



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE JACKSON ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Jackson Elementary School additions and renovations in the total amount of \$800 and authorize the Board President to execute the agreement.

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 any other hazardous materials present. These funds were allocated within the 2020 Bond budget.

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: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

August 26, 2021

Sent via email: kmckeeper@lcsd.org

Mr. Kevin McKeever
Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey
Jackson Elementary School
301 Third St., Rosenberg, Texas
ESI Proposal No. 21082637**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of the interior and exterior of Jackson Elementary School located at 301 Third St. 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. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these materials.

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 CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. 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.

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 CISD 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.



Christopher M. Co
Project Manager

CMC (21082637 pro)

A C C E P T E D:

LAMAR CISD

By: _____

Title: Board President

Date: _____

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
WILLIAMS ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for Williams Elementary School additions and renovations in the amount of \$14,650 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. A Jones & Carter Company will provide the topographic survey information needed for the design of Williams Elementary School additions and renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

August 31, 2021

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Boundary and Topographic Survey services of Williams Elementary School
Jane Long League, Abstract 55
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a boundary and topographic survey on a majority of the Lamar Consolidated Williams Elementary Campus at F. M. Highway 762 and Williams Way Boulevard, per the attached exhibit. We understand the architect for this project needs the location of underground utilities, topographic information for all areas identified within the Project Site and research for boundary lines and easements.

Scope of Services

I. Survey Services

We will perform an on-the-ground boundary and topographic survey of the Project Site as defined by the red clouded outline as per the attached exhibit provided us by Rice & Gardner.

- General location of the buildings within the Project Site with an existing finish floor elevation. It is our understanding only the building outlines are needed.
- Ground elevations at a grid interval of approximately 25-feet to 50-feet, as accessible.
- Locate visible utilities based upon available above-ground evidence, markings from an underground locating service, and utility company plans, as available.
- Inverts and flowlines of all drainage facilities within the Project Site.
- Topographic surveying of a portion of Williams Way Boulevard within the Project Site.
- Locate the boundary lines and road rights-of-way within the Project Site.

We will utilize an Abstracting service to research ownership deeds for the subject site and any recorded easements.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect.

Project Fee

I.	Survey Services	\$12,000.00
II.	Underground Locating Service (subcontractor)	\$1,650.00
III.	Abstracting Service (subcontractor)	\$1,000.00

The total fee for these services is \$14,650.00.

This fee includes costs for an underground locating service and an abstracting/deed research service.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Williams Elem School.doc
Enclosures

Accepted By: (Signature)
(Party liable for payment)

Date

Joy Williams

Name (Printed)

Board President

Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



Williams ES

Legend

5111 FM 762 Rd

WILLIAMS ELEMENTARY SCHOOL PROPOSED SURVEY AREAS

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**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
WILLIAMS ELEMENTARY SCHOOL RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve HTS, Inc. Consultants for the geotechnical study for Williams Elementary School renovations in the amount of \$750 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. HTS, Inc. Consultants has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of Williams Elementary School renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Excellence in Engineering, Consulting, Testing and Inspection

August 25, 2021

Lamar Consolidated ISD
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever

Re: Proposal
Geotechnical Investigation
Proposed Bus Lane
511 FM 762 Rd
Richmond, Texas

HTS Proposal No.: 21-05029

Dear Mr. McKeever:

1.0 INTRODUCTION

HTS, Inc. Consultants (HTS) is pleased to submit this proposal to perform a geotechnical investigation pertaining to the proposed construction of a bus lane located within Williams Elementary School located at 511 FM 762 Rd intersection in Richmond, Texas. The boring locations by structural engineer were provided to us by Mr. Eli Washington with Rice and Gardener Consultants Incorporated.

The purpose of this geotechnical investigation will be to assess subgrade condition and provide recommendation regarding subgrade preparation and design parameters for pavement section.

The remaining portions of this proposal present the proposed work scope, estimated costs, and an estimated schedule to complete the geotechnical investigation.

2.0 SCOPE OF WORK

Based upon our understanding of the project requirements, it is proposed that the scope of work for the geotechnical investigation consists of the following:

- Drill and sample a total of 2 geotechnical borings to a depth of 5 feet beneath the existing ground surface within the area of the proposed bus lane.
- Measure the groundwater depth during drilling and after the completion of drilling.

- Backfill the boreholes with soil cuttings after the completion of drilling.
- Perform moisture contents, Atterberg limits, percent soil particles passing a No. 200 sieve, and unconfined compressive strength tests in order to define subgrade soil classifications and physical soil properties.
- Characterize the site subsoil and groundwater conditions and provide the results on the boring logs.
- Develop/provide recommendations concerning site preparation and subgrade stabilization requirements for pavement subgrade soils.
- Perform pavement design analyses for the proposed bus lane and determine design parameters for design of the proposed pavement.
- Submit pdf file of the final report that presents the results of the geotechnical investigation.

Note: Hard copies of the report will be provided upon request at an additional cost of \$30.00 per report.

3.0 COST AND SCHEDULE

HTS' proposed lump sum cost to complete the scope of work as defined in Section 2.0 above is \$750.00.

We estimate that about 3 weeks will be required to complete the project if no delays are encountered with respect to weather conditions or site access.

4.0 CLOSING REMARKS

Your approval of this work scope, budget, and schedule and our notice to proceed with the work may be indicated by your signing/dating this letter as provided below.

We appreciate this opportunity to offer our services to your project. Should you have any questions or require additional information, please do not hesitate to call.

Respectfully submitted,
HTS, Inc. Consultants



Ashique Ahmed, Ph.D., P.E.
Project Engineer

AGREED TO THIS ____ DAY OF _____, 2021

FIRM: Lamar CISD TITLE: Board President

SIGNATURE: _____

PRINTED NAME: Joy Williams

AA/JH

H:\Proposals-21\LISD-21-05029.docx

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR WILLIAMS ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for Williams Elementary School additions and renovations in the total amount of \$800 and authorize the Board President to execute the agreement.

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 any other hazardous materials present. These funds were allocated within the 2020 Bond budget.

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: Chris Juntti, Chief Operations Officer
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

August 26, 2021

Sent via email: kmckeever@lcsd.org

Mr. Kevin McKeever
Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey
Williams Elementary School
5111 FM 762, Richmond, Texas
ESI Proposal No. 21082640**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of the interior and exterior of Williams Elementary School located at 5111 FM 762 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. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these materials.

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 CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. 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.

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 CISD 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.



Christopher M. Co
Project Manager

CMC (21082640 pro)

A C C E P T E D:

LAMAR CISD

By: _____

Title: _____

Date: _____

**CONSIDER APPROVAL OF HVAC TEST AND BALANCE
FOR MAXINE PHELAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the HVAC web controls at Maxine Phelan Elementary School in the amount of \$119,955 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance service is a professional service that the District must contract directly. Engineered Air Balance has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for Maxine Phelan Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Proposal No. 2210386-1-2

TO: Lamar C.I.S.D.
 3911 Avenue I
 Rosenberg, TX 77471

RE: Lamar CISD
 Maxine Phelan ES

ATTENTION: Scot Hartfiel

DATE: August 31, 2021

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans dated May 3, 2021 (Issue Set).

1.	Testing, Adjusting and Balancing per AABC Standards.....	\$ 85,720.00
2.	Control Sequence Verification	\$ 15,870.00
3.	BAS Sensor Calibration Verification	\$ 7,820.00
4.	Field Document Preparation	\$ 6,310.00
5.	Final Report Preparation.....	\$ 4,235.00
TOTAL PRICE FOR THE ABOVE SERVICES		\$ 119,955.00

Exclusions / Notifications

1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

3. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).
4. Deficiencies that are not corrected during the duration of our visit will be subject to an hourly rate plus travel expense for a follow-up re-verification (in addition to the total estimate for this project).

This proposal will expire thirty (30) days from the date shown above. Please reference this proposal number on all correspondence. All parties agree the information contained in the proposal is confidential and is for the sole purpose of rendering or receiving services. We thank you for the opportunity of proposing our services. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway

Gar Conaway
Pre-Construction Manager

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**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR THE LAMAR CISD POLICE STATION**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Lamar CISD Police Station in the amount of \$11,150 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. A Jones & Carter Company will provide the topographic survey information needed for the design of Lamar CISD Police Station.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY

1229 CORPORATE DRIVE, SUITE 100
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

July 27, 2021

Mr. Scot Hartfiel
scot.hartfiel@lcisd.org

Re: Cost Estimate and Contract
Boundary and Topographic Survey services of approx. 16.33 acres
Fort Bend County Tax Parcels R396239 and R45177
James Lowery 1/3 League, Abstract 275
City of Rosenberg, Fort Bend County, Texas

Mr. Hartfiel,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a boundary and topographic survey on the two parcels on F. M. Highway 1640 opposite Traylor Stadium, per the attached exhibit. We understand the District needs the location of underground utilities, topographic information within the Project Site and research for boundary lines and easements.

Scope of Services

I. Survey Services

We will perform an on-the-ground boundary and topographic survey of the Project Site as defined by the yellow outline as per the attached exhibit.

- Ground elevations at a grid interval of approximately 100-feet.
- Locate visible utilities based upon available above-ground evidence, markings from an underground locating service, and utility company plans, as available.
- Inverts and flowlines of all drainage facilities within the Project Site.
- Cross-sections of the roadside ditch at 100-foot intervals within the Project Site.
- Locate the boundary lines within the Project Site.

Please note Services do not include engineering design or analysis, platting the tracts through the City, or topographic data outside of the Project Site.

We will utilize an Abstracting service to research ownership deeds for the subject site and any recorded easements.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect/engineer.

Project Fee

I.	Survey Services	\$9,700.00
II.	Underground Locating Service (subcontractor)	\$850.00
III.	Abstracting Service (subcontractor)	\$600.00

The total fee for these services is \$11,150.00.

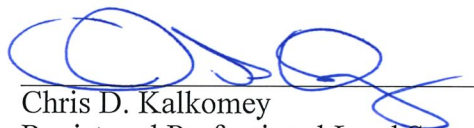
This fee includes costs for an underground locating service and an abstracting/deed research service.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Lamar Police Station.doc
Enclosures

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed) Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

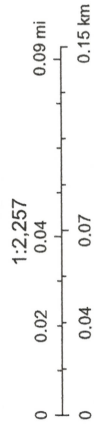
This AGREEMENT shall be governed by the laws of the State of Texas.

Fort Bend CAD Web Map



7/27/2021 3:43:35 PM

- Parcels
- Abstracts
- Subdivisions
- Highways
- FM ROAD
- INTERSTATE
- US HWY
- STATE HWY
- TOLL RD
- Streets



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Fort Bend County Appraisal District, BIS Consulting - Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

**CONSIDER APPROVAL OF RESOLUTION SETTING FORTH A NOMINEE FOR THE
BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the resolution setting forth a nominee for the Board of Directors of the Fort Bend Central Appraisal District (FBCAD).

IMPACT/RATIONALE:

The proposed resolution to nominate candidate(s) to serve on the Board of Directors of the FBCAD is attached, along with the 2021 voting entitlement tabulation. Lamar CISD is entitled to 575 votes and may cast all votes for one candidate or distribute them among any number of candidates on the official ballot.

PROGRAM DESCRIPTION:

Five directors are appointed for two-year terms by the taxing units that participate in the appraisal district. Elections are held in odd-numbered years. Each eligible voting entity is allowed a certain number of votes per position on the ballot. Voting entitlements are based on each voting entity's pro-rata share of the prior year property tax levy within the county. By regulation, Lamar CISD's percentage allocation of 11.499993% is multiplied by 1,000 and rounded to the nearest whole number ($.11499993 * 1,000 = 114.99$). This year's allocation is 114.99 votes per director on the ballot (5) for a total of 574.95 votes ($114.99 * 5 = 574.95$, rounded to 575). A total of 5,000 votes will be cast by all eligible voting entities in the county.

Each taxing unit that is entitled to vote may nominate by resolution, adopted by its governing body, one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the unit's nominees to the chief appraiser no later than October 14, 2021 via the resolution attached.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**RESOLUTION FOR THE NOMINATION OF CANDIDATE(S) TO THE
BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL DISTRICT**

WHEREAS, the Property Tax Code provides that each taxing unit in a county is entitled to nominate by resolution of its governing board, candidates to fill the vacancy on the Board of Directors of the county's central appraisal district; and

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District is a taxing unit in Fort Bend County.

THEREFORE, BE IT RESOLVED THAT:

1. The Board of Trustees of Lamar Consolidated Independent School District nominates the following person(s) to fill the vacancy on the Board of Directors of the Fort Bend Central Appraisal District:

2. The President of the Board of Trustees is authorized and directed to submit these nominees of the Lamar Consolidated Independent School District to the Chief Appraiser of the Fort Bend Central Appraisal District by delivering a copy of this Resolution to the Chief Appraiser no later than Thursday, October 14, 2021.

3. This Resolution shall become effective from and after its passage.

On motion of Trustee _____ and seconded by Trustee _____ the above Resolution voting for person(s) to be placed in nomination to serve on the Fort Bend Central Appraisal Board of Directors was adopted, and it was so ordered.

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, Joe Hubenak, Secretary of the Board of Trustees of the Lamar Consolidated Independent School District, do hereby certify that the foregoing is a true and correct copy of a motion presented and passed by a majority vote of the Board of Trustees at a meeting duly posted and noticed under the Texas Open Meetings Act and held on September 21, 2021.

Joe Hubenak, Board Secretary
Lamar Consolidated Independent School District

SUBSCRIBED AND SWORN TO BEFORE ME this is the ____ day of September 2021.

Notary Public in and for
Fort Bend County, Texas

Name:

My Commission Expires:

**Fort Bend Central Appraisal District
2021 Board of Directors Election
Voting Entitlement by Entity Name**

Code	Voting		2020 Tax Levy	Votes to	
	Type	Entity		Cast	Vote Allocation
M62	C&R	Big Oaks MUD	\$3,307,454	10	0.155281%
M23	C&R	Blueridge West MUD	\$1,353,020	5	0.063523%
M276	C&R	Brazoria MUD # 22	\$5,972	0	0.000280%
M194	C&R	Brazoria-Fort Bend Co MUD # 1	\$4,322,651	10	0.202944%
M300	C&R	Brazoria-Fort Bend Co MUD # 3	\$49,654	0	0.002331%
S03	School	Brazos I.S.D.	\$2,973,941	5	0.139623%
M98	C&R	Burney Road MUD	\$787,083	0	0.036953%
M293	C&R	Charleston MUD	\$13,263	0	0.000623%
M73	C&R	Chelford City MUD	\$796,875	5	0.037412%
M177	C&R	Cimarron MUD	\$185,340	0	0.008702%
M108	C&R	Cinco MUD # 1	\$861,526	5	0.040448%
M109	C&R	Cinco MUD # 2	\$2,128,250	5	0.099919%
M110	C&R	Cinco MUD # 3	\$668,447	0	0.031383%
M112	C&R	Cinco MUD # 5	\$932,212	5	0.043766%
M113	C&R	Cinco MUD # 6	\$598,275	0	0.028088%
M114	C&R	Cinco MUD # 7	\$1,903,459	5	0.089365%
M115	C&R	Cinco MUD # 8	\$2,005,091	5	0.094137%
M116	C&R	Cinco MUD # 9	\$860,182	5	0.040385%
M139	C&R	Cinco MUD # 10	\$1,678,716	5	0.078814%
M141	C&R	Cinco MUD # 12	\$1,095,127	5	0.051415%
M143	C&R	Cinco MUD # 14	\$3,068,781	5	0.144076%
M211	C&R	Cinco Southwest MUD # 1	\$146,790	0	0.006892%
M212	C&R	Cinco Southwest MUD # 2	\$7,236,893	15	0.339765%
M223	C&R	Cinco Southwest MUD # 3	\$5,905,918	15	0.277277%
M224	C&R	Cinco Southwest MUD # 4	\$6,598,683	15	0.309801%
C01	City	City of Arcola	\$968,967	5	0.045492%
C03	City	City of Beasley	\$133,577	0	0.006271%
C04	City	City of Fulshear	\$4,425,393	10	0.207768%
C05	City	City of Houston	\$6,927,863	15	0.325256%
C06	City	City of Katy	\$4,868,342	10	0.228564%
C07	City	City of Kendleton	\$214,981	0	0.010093%
C08	City	City of Meadows Place	\$3,217,904	10	0.151077%
C09	City	City of Missouri City	\$43,244,048	100	2.030263%
C11	City	City of Needville	\$781,022	0	0.036668%
C13	City	City of Orchard	\$89,905	0	0.004221%
C41	City	City of Pearland	\$4,301,338	10	0.201943%
C15	City	City of Richmond	\$4,014,489	10	0.188476%
C17	City	City of Rosenberg	\$11,537,552	25	0.541676%
C18	City	City of Simonton	\$178,950	0	0.008401%
C21	City	City of Sugar Land	\$55,532,110	130	2.607174%
M75	C&R	Cornerstone MUD	\$200,912	0	0.009433%
W07	C&R	First Colony LID	\$2,120,603	5	0.099560%

**Fort Bend Central Appraisal District
2021 Board of Directors Election
Voting Entitlement by Entity Name**

Code	Voting		2020 Tax Levy	Votes to	
	Type	Entity		Cast	Vote Allocation
W22	C&R	First Colony LID # 2	\$1,045,329	5	0.049077%
M16	C&R	First Colony MUD # 9	\$1,829,548	5	0.085895%
M197	C&R	First Colony MUD #10	\$783,502	0	0.036785%
G01	County	Fort Bend County	\$331,053,922	775	15.542635%
D01	C&R	Fort Bend County Drainage District	\$13,050,574	30	0.612711%
R37	C&R	Fort Bend ESD # 1	\$394,876	0	0.018539%
R41	C&R	Fort Bend ESD # 2	\$7,257,573	15	0.340735%
R07	C&R	Fort Bend ESD # 3	\$175,478	0	0.008239%
R05	C&R	Fort Bend ESD # 4	\$9,249,107	20	0.434236%
R50	C&R	Fort Bend ESD # 5	\$5,380,340	15	0.252601%
R51	C&R	Fort Bend ESD # 6	\$565,797	0	0.026564%
R52	C&R	Fort Bend ESD # 7	\$2,169,013	5	0.101833%
R53	C&R	Fort Bend ESD # 8	\$332,134	0	0.015593%
W25	C&R	Fort Bend Fresh Water Supply # 1	\$4,278,943	10	0.200892%
W29	C&R	Fort Bend Fresh Water Supply # 2	\$1,081,759	5	0.050787%
S07	School	Fort Bend I.S.D.	\$561,009,552	1315	26.338811%
W01	C&R	Fort Bend LID # 2	\$7,835,711	20	0.367878%
W06	C&R	Fort Bend LID # 6	\$3,001,924	5	0.140937%
W13	C&R	Fort Bend LID # 7	\$6,753,485	15	0.317069%
W26	C&R	Fort Bend LID #10	\$3,049,773	5	0.143184%
W28	C&R	Fort Bend LID #11	\$3,712,394	10	0.174293%
W16	C&R	Fort Bend LID #12	\$1,895,303	5	0.088982%
W30	C&R	Fort Bend LID #14	\$704,289	0	0.033066%
W35	C&R	Fort Bend LID #15	\$10,352,582	25	0.486043%
W39	C&R	Fort Bend LID #17	\$10,956,489	25	0.514396%
W41	C&R	Fort Bend LID #19	\$4,236,823	10	0.198914%
W42	C&R	Fort Bend LID #20	\$669,162	0	0.031416%
M37	C&R	Fort Bend MUD # 19	\$420,364	0	0.019736%
M29	C&R	Fort Bend MUD # 2	\$2,225,121	5	0.104467%
M295	C&R	Fort Bend MUD # 225	\$74,522	0	0.003499%
M299	C&R	Fort Bend MUD # 229	\$120,528	0	0.005659%
M40	C&R	Fort Bend MUD # 23	\$6,833,180	15	0.320811%
M297	C&R	Fort Bend MUD # 233	\$24,736	0	0.001161%
M42	C&R	Fort Bend MUD # 24	\$2,236,287	5	0.104991%
M41	C&R	Fort Bend MUD # 25	\$9,902,512	25	0.464913%
M43	C&R	Fort Bend MUD # 26	\$2,206,242	5	0.103581%
M49	C&R	Fort Bend MUD # 30	\$7,707,180	20	0.361844%
M52	C&R	Fort Bend MUD # 34	\$2,674,977	5	0.125587%
M44	C&R	Fort Bend MUD # 35	\$3,606,803	10	0.169336%
M53	C&R	Fort Bend MUD # 37	\$997,265	5	0.046821%
M48	C&R	Fort Bend MUD # 41	\$1,440,315	5	0.067621%
M55	C&R	Fort Bend MUD # 42	\$1,487,442	5	0.069834%

**Fort Bend Central Appraisal District
2021 Board of Directors Election
Voting Entitlement by Entity Name**

Code	Voting		2020 Tax Levy	Votes to	
	Type	Entity		Cast	Vote Allocation
M96	C&R	Fort Bend MUD # 46	\$2,654,955	5	0.124647%
M50	C&R	Fort Bend MUD # 47	\$1,925,761	5	0.090412%
M54	C&R	Fort Bend MUD # 48	\$3,147,956	5	0.147793%
M58	C&R	Fort Bend MUD # 49	\$443,755	0	0.020834%
M30	C&R	Fort Bend MUD # 5	\$3,114,898	5	0.146241%
M02	C&R	Fort Bend MUD # 50	\$5,487,868	15	0.257650%
M20	C&R	Fort Bend MUD # 57	\$5,912,601	15	0.277590%
M22	C&R	Fort Bend MUD # 58	\$12,871,074	30	0.604283%
M76	C&R	Fort Bend MUD # 66	\$354,154	0	0.016627%
M107	C&R	Fort Bend MUD # 81	\$1,868,875	5	0.087742%
M136	C&R	Fort Bend MUD # 94	\$567,690	0	0.026652%
M171	C&R	Fort Bend MUD #115	\$1,363,306	5	0.064006%
M170	C&R	Fort Bend MUD #116	\$5,117,664	10	0.240269%
M172	C&R	Fort Bend MUD #118	\$3,105,213	5	0.145786%
M175	C&R	Fort Bend MUD #119	\$2,252,122	5	0.105735%
M174	C&R	Fort Bend MUD #121	\$4,125,203	10	0.193674%
M178	C&R	Fort Bend MUD #122	\$2,514,434	5	0.118050%
M179	C&R	Fort Bend MUD #123	\$3,745,833	10	0.175863%
M180	C&R	Fort Bend MUD #124	\$2,130,283	5	0.100015%
M221	C&R	Fort Bend MUD #128	\$8,025,050	20	0.376768%
M188	C&R	Fort Bend MUD #129	\$2,083,173	5	0.097803%
M183	C&R	Fort Bend MUD #130	\$1,355,409	5	0.063635%
M195	C&R	Fort Bend MUD #131	\$1,654,782	5	0.077690%
M181	C&R	Fort Bend MUD #132	\$1,945,801	5	0.091353%
M182	C&R	Fort Bend MUD #133	\$8,588,283	20	0.403211%
M242	C&R	Fort Bend MUD #134 B	\$10,367,377	25	0.486737%
M243	C&R	Fort Bend MUD #134 C	\$10,515,010	25	0.493669%
M278	C&R	Fort Bend MUD #134 D	\$3,225,054	10	0.151413%
M204	C&R	Fort Bend MUD #136	\$507,992	0	0.023850%
M205	C&R	Fort Bend MUD #137	\$2,603,473	5	0.122230%
M206	C&R	Fort Bend MUD #138	\$3,055,800	5	0.143467%
M207	C&R	Fort Bend MUD #139	\$1,062,830	5	0.049899%
M187	C&R	Fort Bend MUD #140	\$2,711,059	5	0.127281%
M196	C&R	Fort Bend MUD #141	\$591,612	0	0.027776%
M192	C&R	Fort Bend MUD #142	\$7,270,560	15	0.341345%
M190	C&R	Fort Bend MUD #143	\$5,648,731	15	0.265202%
M193	C&R	Fort Bend MUD #144	\$2,780,642	5	0.130548%
M225	C&R	Fort Bend MUD #145	\$922,482	5	0.043310%
M191	C&R	Fort Bend MUD #146	\$5,131,395	10	0.240914%
M198	C&R	Fort Bend MUD #147	\$795,290	0	0.037338%
M199	C&R	Fort Bend MUD #148	\$473,564	0	0.022233%
M235	C&R	Fort Bend MUD #149	\$2,260,071	5	0.106108%

**Fort Bend Central Appraisal District
2021 Board of Directors Election
Voting Entitlement by Entity Name**

Code	Voting		2020 Tax Levy	Votes to	
	Type	Entity		Cast	Vote Allocation
M201	C&R	Fort Bend MUD #151	\$9,911,739	25	0.465346%
M208	C&R	Fort Bend MUD #152	\$2,909,020	5	0.136575%
M209	C&R	Fort Bend MUD #155	\$3,808,265	10	0.178794%
M262	C&R	Fort Bend MUD #156	\$1,879,462	5	0.088239%
M210	C&R	Fort Bend MUD #158	\$1,795,452	5	0.084295%
M217	C&R	Fort Bend MUD #159	\$463,850	0	0.021777%
M222	C&R	Fort Bend MUD #161	\$1,894,208	5	0.088931%
M215	C&R	Fort Bend MUD #162	\$1,840,824	5	0.086425%
M236	C&R	Fort Bend MUD #163	\$1,084,530	5	0.050918%
M213	C&R	Fort Bend MUD #165	\$4,377,085	10	0.205500%
M218	C&R	Fort Bend MUD #167	\$2,934,227	5	0.137759%
M230	C&R	Fort Bend MUD #169	\$98,937	0	0.004645%
M231	C&R	Fort Bend MUD #170	\$3,616,333	10	0.169783%
M232	C&R	Fort Bend MUD #171	\$4,221,511	10	0.198196%
M233	C&R	Fort Bend MUD #172	\$7,707,657	20	0.361866%
M234	C&R	Fort Bend MUD #173	\$6,483,636	15	0.304400%
M227	C&R	Fort Bend MUD #176	\$802,995	5	0.037700%
M226	C&R	Fort Bend MUD #182	\$5,427,943	15	0.254836%
M266	C&R	Fort Bend MUD #184	\$1,108,484	5	0.052042%
M228	C&R	Fort Bend MUD #185	\$3,574,611	10	0.167824%
M246	C&R	Fort Bend MUD #187	\$2,995,230	5	0.140623%
M255	C&R	Fort Bend MUD #192	\$651,674	0	0.030595%
M238	C&R	Fort Bend MUD #194	\$4,706,273	10	0.220955%
M253	C&R	Fort Bend MUD #199	\$296,554	0	0.013923%
M263	C&R	Fort Bend MUD #206	\$1,606,488	5	0.075423%
M273	C&R	Fort Bend MUD #207	\$197,513	0	0.009273%
M277	C&R	Fort Bend MUD #215	\$2,105,623	5	0.098857%
SM100	C&R	Fort Bend Mun Management Dist # 1	\$2,289,007	5	0.107466%
W03	C&R	Fort Bend W.C.I.D. # 2	\$9,515,658	20	0.446750%
W32	C&R	Fort Bend W.C.I.D. # 3	\$597,680	0	0.028060%
W36	C&R	Fort Bend W.C.I.D. # 8	\$257,655	0	0.012097%
M260	C&R	Fort Bend-Waller Co MUD # 2	\$289,225	0	0.013579%
M275	C&R	Fort Bend-Waller MUD # 3	\$1,619,451	5	0.076032%
W43	C&R	Ft Bend LID 24	\$0	0	0.000000%
M183A	C&R	Ft Bend MUD 130 Defined Area	\$367,273	0	0.017243%
M279	C&R	Ft Bend MUD 134 E	\$1,838,472	5	0.086314%
M290	C&R	Ft Bend MUD 174	\$349,516	0	0.016409%
M237	C&R	Ft Bend MUD 189	\$257,172	0	0.012074%
M248	C&R	Ft Bend MUD 190	\$1,811,215	5	0.085035%
M285	C&R	Ft Bend MUD 218	\$364,619	0	0.017118%
M291	C&R	Ft Bend MUD 220	\$886,923	5	0.041640%
W03A	C&R	Ft Bend WCID 2 Area 1	\$886,520	5	0.041621%

**Fort Bend Central Appraisal District
2021 Board of Directors Election
Voting Entitlement by Entity Name**

Code	Voting Type	Entity	2020 Tax Levy	Votes to Cast	Vote Allocation
M245	C&R	Fulshear MUD # 1	\$2,321,714	5	0.109002%
M264	C&R	Fulshear MUD # 2	\$541,254	0	0.025411%
M287	C&R	Fulshear MUD # 3A	\$2,340,685	5	0.109893%
M120	C&R	Grand Lakes MUD # 1	\$1,974,963	5	0.092722%
M121	C&R	Grand Lakes MUD # 2	\$587,568	0	0.027586%
M123	C&R	Grand Lakes MUD # 4	\$2,173,385	5	0.102038%
W18	C&R	Grand Lakes W.C.I.D	\$1,033,204	5	0.048508%
M125	C&R	Grand Mission MUD # 1	\$3,344,659	10	0.157028%
M216	C&R	Grand Mission MUD # 2	\$3,613,931	10	0.169670%
M261	C&R	Harris County MUD #393	\$121,801	0	0.005718%
R33	C&R	Harris-Fort Bend ESD #100	\$3,976,263	10	0.186681%
M89	C&R	Harris-Fort Bend MUD # 1	\$2,189,366	5	0.102788%
M91	C&R	Harris-Fort Bend MUD # 3	\$65,161	0	0.003059%
M162	C&R	Harris-Fort Bend MUD # 5	\$2,063,448	5	0.096877%
J03	College	Houston Community College	\$9,438,673	20	0.443136%
M244	C&R	Imperial Redevelopment District	\$3,643,868	10	0.171076%
S13	School	Katy I.S.D.	\$237,656,992	560	11.157747%
M92	C&R	Katy Management District #1	\$3,091,125	5	0.145125%
M77	C&R	Kingsbridge MUD	\$3,288,107	10	0.154373%
S01	School	Lamar C.I.S.D.	\$244,946,741	575	11.499993%
M17	C&R	Meadow Creek MUD	\$383,040	0	0.017983%
M94	C&R	Memorial MUD	\$51	0	0.000002%
M81	C&R	Mission Bend MUD # 1	\$538,364	0	0.025276%
SM107	C&R	Missouri City Management	\$151,040	0	0.007091%
S05	School	Needville ISD	\$18,059,239	40	0.847862%
M19	C&R	North Mission Glen MUD	\$2,513,500	5	0.118006%
M83	C&R	Palmer Plantation MUD # 1	\$1,048,188	5	0.049211%
M84	C&R	Palmer Plantation MUD # 2	\$944,443	5	0.044341%
M21	C&R	Pecan Grove MUD	\$7,280,487	15	0.341811%
M03	C&R	Plantation MUD	\$1,459,898	5	0.068541%
M87	C&R	Renn Road M.U.D.	\$543,506	0	0.025517%
W05	C&R	Sienna Plantation LID	\$18,481,879	45	0.867705%
SM105	C&R	Sienna Plantation Management	\$2,867,565	5	0.134629%
M165	C&R	Sienna Plantation MUD # 2	\$2,712,254	5	0.127338%
M166	C&R	Sienna Plantation MUD # 3	\$4,254,740	10	0.199756%
M167	C&R	Sienna Plantation MUD # 4	\$5,909,308	15	0.277436%
M169	C&R	Sienna Plantation MUD # 6	\$352,223	0	0.016536%
M189	C&R	Sienna Plantation MUD #10	\$4,948,291	10	0.232317%
M186	C&R	Sienna Plantation MUD #12	\$5,264,775	10	0.247176%
S11	School	Stafford M.S.D.	\$35,310,933	85	1.657811%
M296	C&R	Village at Katy Dev District	\$307,022	0	0.014414%
M163	C&R	West Harris County MUD 4	\$195,340	0	0.009171%

**Fort Bend Central Appraisal District
2021 Board of Directors Election
Voting Entitlement by Entity Name**

Code	Voting Type	Entity	2020 Tax Levy	Votes to Cast	Vote Allocation
W24	C&R	West Keegans Bayou	\$1,131,855	5	0.053139%
J01	College	Wharton Co Junior College	\$1,805,201	5	0.084752%
M289	C&R	WILLIAMS RANCH MUD 1	\$438,578	0	0.020591%
M239	C&R	Willow Creek Farms MUD	\$250,605	0	0.011766%
W20	C&R	Willow Fork Drainage District	\$7,356,004	15	0.345357%
M150	C&R	Willow Point MUD	\$2,464,364	5	0.115699%
M185	C&R	Woodcreek Reserve MUD	\$1,453,347	5	0.068233%
			\$2,129,972,954	5000	100.000000%

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

RECOMMENDATION:

That the Board of Trustees authorize the Superintendent to submit a class size waiver to the Texas Education Agency.

IMPACT/RATIONALE:

According to Board Policy EEB (LEGAL) and Texas Education Code (TEC) 25.112 the District is required to limit enrollment to 22 students in pre-kindergarten through fourth grade classrooms. The Commissioner may provide an exception by applying for maximum class size waivers.

Submitted by: Christine Muzik, Executive Director of Staffing & Records Management

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Class Size Information 2021-2022

Grade	Impacted Sections	Total Sections	Percentage Impacted
Pre-Kindergarten	4	62	6.45%
Kindergarten	13	163	7.98%
First	19	159	11.95%
Second	11	158	6.96%
Third	20	157	12.74%
Fourth	16	156	10.26%

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT
FOR THE ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools as presented.

IMPACT/RATIONALE:

PBK Architects, Inc. is the architect of record for the design for the Orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the Orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE AUSTIN
ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Austin Elementary School additions and renovations as presented.

IMPACT/RATIONALE:

PBK Architects, Inc. is the architect of record for the design of the Austin Elementary School additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the Austin Elementary School additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE JACKSON
ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Jackson Elementary School additions and renovations as presented.

IMPACT/RATIONALE:

Corgan Associates, Inc. architect of record for the design of the Jackson Elementary School additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020, Lamar CISD passed a bond issue that included the Jackson Elementary School additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF BUILDING TECHNOLOGY SYSTEMS
FOR MAXINE PHELAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve RockIT Consulting LLC. for installation of the building technology equipment for Maxine Phelan Elementary School in the amount of \$407,457.38 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

A cost proposal was solicited from RockIT Consulting LLC. for installation of technology equipment for Maxine Phelan Elementary School.

RockIT Consulting LLC. has a current contract with The Interlocal Purchasing System (TIPS) Cooperative #200105. Funds for this project are allocated within the 2017 Bond budget.

PROGRAM DESCRIPTION:

Upon approval RockIT Consulting LLC. will begin the installation of technology equipment for Maxine Phelan Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



We have prepared a quote for you

Phelan Elementary School - Network Equip

Quote # 001600
Version 1

Prepared for:

Lamar Consolidated ISD

Kevin McKeever
mckeever@lcsd.org


TIPS Contract

TIPS - 200105 Technology Solutions Products and Services

Hardware




Description	Price	Qty	Ext. Price
C9300-48UN-EDU CATALYST 9300 48PORT 5GBPS K12 PERP 	\$6,428.68	4	\$25,714.72
C9300-DNA-A-48-5Y 5YR TERM LICs C9300 DNA LICs ADVANTAGE 48PORT	\$3,229.76	4	\$12,919.04
CON-SSSNT-C93048UE CCW ONLY SOLN SUP NBD 8X5 SVCS CATALYST 9300 48PORT 5GBPS K12	\$3,825.70	4	\$15,302.80
CON-SSTCM-C93A48 CCW ONLY SOLN SUP SW SUB C9300 SVCS DNA ADVANTAGE	\$430.09	4	\$1,720.36
C9300-NM-8X CATALYST 9300 8X10GE NETWORK CPNT MODULE PER CISCO DIR SHIP ONLY 7/20 	\$1,311.45	4	\$5,245.80
PWR-C1-1100WAC-P/2 1100W AC 80+ PLATINUM CONFIG 1 PWR SECONDARY POWER SUPPLY	\$1,215.49	4	\$4,861.96
CAB-SPWR-150CM UPG 3750X STACK POWER CABLE CABL 150CM	\$63.98	4	\$255.92
STACK-T1-3M 3M TYPE 1 STACKING CABLE CABL	\$191.92	4	\$767.68
C9300-48U-EDU CATALYST 9300 48PORT UPOE K12 PERP *LICs REQUIRED* 	\$5,692.22	17	\$96,767.74
CON-SSSNT-C9300ED4 CCW ONLY SOLN SUP NBD 8X5 SVCS CATALYST 9300 48PORT UPOE K12	\$3,389.36	17	\$57,619.12
C9300-DNA-A-48-5Y 5YR TERM LICs C9300 DNA LICs ADVANTAGE 48PORT	\$3,229.76	17	\$54,905.92
CAB-SPWR-30CM CATALYST STACK PWR CABL 30CM CABL	\$60.78	17	\$1,033.26
STACK-T1-50CM 50CM TYPE 1 STACKING CABLE CABL	\$63.98	17	\$1,087.66
CON-SSTCM-C93A48 CCW ONLY SOLN SUP SW SUB C9300 SVCS DNA ADVANTAGE	\$430.09	17	\$7,311.53

Hardware

Description	Price	Qty	Ext. Price
SFP-10G-LR 10GBASE-LR SFP MODULE Cisco Compatible 	\$75.29	8	\$602.32
Single Mode 2M 2FIBER OS2 1.6MM LC/LC DUPL CABL Fiber Patch Cable	\$40.00	8	\$320.00


Subtotal: \$286,435.83

UPS



Description	Price	Qty	Ext. Price
5P3000RT 5P 3000VA LCD+ RT 120V 2U PERP 	\$1,250.00	9	\$11,250.00
103007018GA-5591 2POST RACK MOUNTING RAIL KIT RMKT	\$81.25	9	\$731.25
NETWORK-M2 NETWORK CARD CPNT 	\$312.50	9	\$2,812.50
EMPDT1H1C2 ENVIRN MONITORING PROBE GEN2 PERP 	\$231.25	4	\$925.00
UTP28SP100R Panduit Cat.6 UTP Patch Network Cable - 5 ft Category 6 Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - Gold Plated Contact - 28 AWG - Orange - 1	\$16.25	13	\$211.25

Subtotal: \$15,930.00

Wireless Access Points

Description	Price	Qty	Ext. Price
MR46-HW CISCO MERAKI MR46 WIFI 6 INDOORWRLS AP 	\$708.86	64	\$45,367.04

Wireless Access Points

Description	Price	Qty	Ext. Price
MR56-HW Meraki MR56 802.11ax 5.90 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable 	\$904.54	4	\$3,618.16
MR46E-HW MERAKI MR46E WIFI6 INDOOR AP WRLS W/EXT ANT CONNECTORS	\$708.86	3	\$2,126.58
MA-ANT-3-D6 CISCO MERAKI INDOOR DUAL-BAND ACCS DOWNTILT OMNI ANT 6PORT MR53E 	\$256.28	3	\$768.84
MR76-HW CISCO MERAKI MR76 WIFI6 OUTDOORWRLS AP	\$757.78	8	\$6,062.24
MA-ANT-25 CISCO MERAKI DUAL BAND PATCH ACCS ANTENNA	\$170.74	16	\$2,731.84
LIC-ENT-5YR CISCO MERAKI 5YR ENTERPRISE SVCS LICs AND SUP	\$220.15	79	\$17,391.85
Oberon 1011 549936 OBERON 1011-00-WH RIGHT ANGLE WALL MOUNTING BRACKET FOR WAPS WHITE	\$93.75	4	\$375.00

Subtotal: \$78,441.55

Professional Services

Description	Price	Qty	Ext. Price
Professional Services Consultant II – Network Infrastructure - Installation & Configuration Services of Equipment listed in quote.	\$22,500.00	1	\$22,500.00
Professional Services Cabler - Installation of APs & 4 Right Angle Mounts	\$50.00	83	\$4,150.00

Subtotal: \$26,650.00



Phelan Elementary School - Network Equip

Prepared by:

RockIT Consulting LLC.



Nicky Stavinoha
 832-723-9732
 nstavinoha@rockit-consulting.com

Prepared for:

Lamar Consolidated ISD

3911 Avenue I
 Rosenberg, TX 77471
 Kevin McKeever

mckeever@lcisd.org

Quote Information:

Quote #: 001600


Version: 1
 Delivery Date: 08/02/2021
 Expiration Date: 08/03/2021

Quote Summary

Description	Amount
Hardware	\$286,435.83
UPS	\$15,930.00
Wireless Access Points	\$78,441.55
Professional Services	\$26,650.00
Total: \$407,457.38	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RockIT Consulting LLC.

Signature: 
 Name: Nicky Stavinoha
 Title: Senior Sales / Account Manager
 Date: 08/02/2021

Lamar Consolidated ISD

Signature: _____
 Name: Kevin McKeever
 Date: _____

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE LAMAR
CONSOLIDATED HIGH SCHOOL TENNIS COURTS AND PARKING PROJECT**

RECOMMENDATION:

That the Board of Trustees approve the design development for the for the Lamar Consolidated High School tennis courts and parking project as presented.

IMPACT/RATIONALE:

The design for the Lamar Consolidated High School tennis courts and parking project was designed by PBK Architect, Inc. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the tennis courts and parking for Lamar Consolidated High School. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF FOUNDATION INVESTIGATION
FOR AUSTIN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the foundation investigation for Austin Elementary School in the amount of \$22,250 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The investigation of the foundation is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

The investigation of the existing foundation will verify the current conditions of the foundation to determine what repairs are needed for the design of Austin Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



August 30, 2021

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

Attn: Mr. J. Kevin McKeever
Executive Director of Facilities & Planning

Re: **PROPOSAL FOR LIMITED CONSULTING ENGINEERING SERVICES**
LCISD Austin Elementary School Floor Slab
1630 Pitts Road
Richmond, Texas 77406
Terracon Proposal No. PF3216292

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide Limited Consulting Engineering Services for the above referenced project. The following sections contain a discussion of the project information, our proposed scope of services, a presentation of proposed fees, our proposed schedule, and procedures for authorizing the work. This proposal is based on information that Mr. Douglas Walker-Rice of Rice and Gardner has provided to Mr. Zhengqi Li of Terracon during a site visit on August 27, 2021.

1.0 PROJECT INFORMATION

The LCISD Austin Elementary School Building is located at 1630 Pitts Road in Richmond, Texas. The building structure reportedly consists of roof open-web bar joists and steel beams supported on columns and precast concrete tilt up wall panels. The foundation system of the building is assumed to consist of drilled piers under columns and tilt up walls, and a reinforced concrete slab-on-ground floor. Personnel of LCISD (Client) observed distress conditions including floor slab settlement, cracks in partition walls, and separation between partition walls and floor slab, at some interior floor areas near the north and east elevations of the building. These conditions indicate floor slab vertical differential movement at these floor areas.

The client is requesting Terracon to perform consulting and testing services to assist in evaluating the conditions of the concrete floor slab areas in question, and provide recommendations for repair.

Terracon Consultants, Inc. 11555 Clay Rd, Suite 100 Houston, Texas 77043
P (713) 690 8989 F (713) 690 8787 terracon.com



2.0 SCOPE OF SERVICES

Terracon proposes to provide the following Scope of Services:

Work Phase	Work Phase Description
<p>Phase 1 Limited Non-Destructive Floor Slab Assessment</p>	<p><u>Task 1.1 - Baseline Relative Floor Elevation (RE) Survey (First Floor)</u> – Perform baseline relative floor elevation survey at the floor areas in question to measure and document relative elevations of the floor surface. See Appendix A for approximate locations. We will use digital measuring equipment for the proposed baseline RE survey. The baseline RE survey identifies the high and low points of the floor and can be used for comparison of changes to elevations at follow-up assessments.</p> <hr/> <p><u>Task 1.2 - Baseline Limited Visual Condition Assessment</u> – Perform a limited visual structural condition assessment of the accessible exterior and interior areas near the floor areas in question including the following items:</p> <ul style="list-style-type: none"> • Exposed structural framing • Concrete floor slab areas in question • Review of construction documents provided by the Client. <hr/> <p><u>Task 1.3 - Geophysical Exploration</u> – Use a Ground Penetrating Radar (GPR) system made by Geophysical Survey Systems Inc. (GSSI) with a 1,600MHz antenna to identify subsurface features such as voids and/or potential anomalies of concern (saturated soil, utilities, etc.) below the concrete floor slab areas in question. The service will be performed following a walk-through procedure. Areas showing signs of possible below-slab voids will be marked on the floor plan.</p>
<p>Phase 2 Soil Boring and Testing</p>	<p><u>Task 2.1 - Soil Boring</u></p> <ul style="list-style-type: none"> ■ We will obtain up to two interior soil borings at interior floor areas based on the findings of Phase 1. Each boring will be drilled and sampled to a depth of about 20 feet from the existing concrete floor surface. ■ The drilled holes will be backfilled with sand. The core holes on concrete slab will be patched with commonly used patching concrete materials. ■ If Client cannot verify if there are below grade utility lines at the boring locations, we can retain a utility locating company to determine such information. <p><u>Task 2.2 - Laboratory Soil Testing</u></p> <p>Obtained subgrade soil samples will be transported to our Houston laboratory for analyses. Laboratory testing will include: Visual</p>

Phase 3 Report	Classification, Atterberg Limits, Moisture Content, Percent Passing No. 200 Sieve, and Unconfined Compressive Strength.
	<p>A written report will be provided detailing our field work, test results, and our opinion as to the extent and severity of the observed distresses. The report will also include conceptual remedial alternatives.</p> <p><i>Note: Our scope does not include any strength analyses computations. If the condition of the structure warrants analyses of this nature, recommendations for such activities will be included in our report. Further, recommended remedial actions will not include detailed repair plans, specifications, or bid packages. Based upon our findings and recommendations, detailed repair plans, specifications, and bid package could be provided as additional services. The fee to provide bid package related services and additional construction services will be in excess of the fee to provide proposed original scope of services, and will not be incurred without prior approval by client.</i></p>

3.0 CLIENT PROVISIONS

We request the Client to provide the following documents, information or services, if available:

- Floor plans of first floor, original construction drawings, and specifications.
- Available previous engineering reports, including geotechnical reports, or other pertinent data available.
- Safe and timely access to all site areas and spaces necessary to complete the proposed scope of services. During our site visit, we request that a Client/Owner representative who is familiar with the site accompany our representatives.

4.0 COMPENSATION

The above-outlined scope of services for the referenced project will be provided on a not-to-exceed “Lump Sum” basis as follows:

Task	Fee	Authorized by Client Yes/No
Phase 1 – Limited Non-Destructive Floor Slab Assessment	\$8,000.00	
Phase 2A – Soil Boring and Testing (up to 2 borings)	\$9,000.00	
Phase 2B – Private Utility Locating Company Cost	\$1,750.00	
Phase 3 – Report	\$3,500.00	
Estimated Total	\$22,250.00	<input type="checkbox"/> Yes <input type="checkbox"/> No

This amount is based on performing our field work outside normal business hours as requested

by Client. These proposed fees are based on the project information available through the project documents and our experience with similar projects. Fees for additional services provided outside of the Scope of Services outlined in this proposal will be based on a new proposal for additional services. If necessary, Terracon can work with the Client to adjust this scope and budget estimate to help better meet the project needs.

5.0 PROJECT SCHEDULE

Terracon can commence the Phase 1 work within five to seven business days of written acceptance of this proposal. Phase 2 work commencement will depend on site access and availability of Terracon's boring subcontractor at the time of authorization. Anticipated completion of the report is within three to four weeks after completion of all field and lab services.

If information is needed prior to the submittal of Terracon's report, Terracon can provide verbal information about our observations and test findings.

6.0 SAFETY PROVISIONS

As part of Terracon's focus on employee well-being and having an incident and injury free (IIF) work environment, Terracon's personnel will utilize/wear Personal Protective Equipment (PPE) while on the project site, including areas on the inside and outside the building(s) considered part of the project site. This is in accordance with Terracon's safety rules and practices and the PPE will include, at a minimum, high visibility safety vests, steel toed footwear, and safety glasses. As necessary for the project type, PPE may also include hearing protection, safety headwear (hard hats), safety face masks (respirators) and protective gloves. Terracon will also require all selected Contractor(s) to follow Terracon's IIF Core Safety Rules and Practices.

7.0 AUTHORIZATION

This proposal has been prepared for Lamar Consolidated Independent School District (LCISD). This proposal may be accepted by providing an executed copy of the attached Agreement for Services along with this proposal to Terracon. We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,
Terracon Consultants, Inc.



Zhengqi Li, Ph.D., P.E., LEED AP
Senior Engineer
Facilities Division

Rick Miles, P.E.
Office Manager / Principal
Facilities Division

Attachment: Agreement for Services



Approximate
Floor Area in
Question

AGREEMENT FOR SERVICES

This AGREEMENT is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Austin Elementary School Foundation Assessment project ("Project"), as described in Consultant's Proposal dated 08/27/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

- limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
 11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
 12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
 13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
 14. **Sample Disposition, Affected Materials, and 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.** Unless otherwise stated in the Proposal, 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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
 By:  Date: 8/27/2021
 Name/Title: Richard G Miles / Office Manager
 Address: 6975 Portwest Dr, Ste 10C
Houston, TX 77024-8015
 Phone: (713) 467-9840 Fax: _____
 Email: Rick.Miles@terracon.com

Client: Lamar Consolidated ISD
 By: _____ Date: _____
 Name/Title: J. Kevin McKeever /
 Address: 3911 Avenue I
Rosenberg, TX 77471-3901
 Phone: (281) 341-3122 Fax: _____
 Email: mckeever@liscid.org

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE BOWIE
ELEMENTARY AND BEASLEY ELEMENTARY SCHOOLS'
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Bowie Elementary and Beasley Elementary schools' additions and renovations as presented.

IMPACT/RATIONALE:

Corgan Associates, Inc. is the architect of record for the design of the Bowie Elementary and Beasley Elementary schools' additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020, Lamar CISD passed a bond issue that included the Bowie Elementary and Beasley Elementary schools' additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF THE NEW AUDIO/VIDEO SYSTEM FOR THE
FULSHEAR SATELLITE TRANSPORTATION CENTER**

RECOMMENDATION:

That the Board of Trustees approve Knight Security Systems for the installation of the new audio/video system for the Fulshear Satellite Transportation Center in the amount of \$21,350.14 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

On November 3, 2020 a bond referendum was approved that included the installation of a new audio/video system for the Fulshear Satellite Transportation Center. Knight Security Systems is part of the State of Texas Department of Information Resources (DIR) Cooperative Pricing contract #DIR-CPO-4494. Since Lamar CISD is a member of the DIR Cooperative, the District can take advantage of the competitive pricing already established. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, Knight Security Systems will begin installation of the new audio/video system for the Fulshear Satellite Transportation Center.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Proposal: 20445-1-0

Lamar CISD Fulshear Transportation Camera Upgrades Rev1 With Audio

Prepared for:

Anthony Wolverton

Lamar CISD

19422 Farm to Market 1093

Fulshear TX, 77471

Prepared by:

Ray Soliz

832-786-5807

rsoliz@knightsecurity.com

500 Century Plaza Drive

Suite 120

Houston, TX 77073

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:

9/1/2021

Proposal Valid To:

12/1/2021

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DESCRIPTION

CLIENT INFORMATION

Name: Lamar CISD

Site

19422 Farm to Market 1093
Fulshear, TX 77471

Billing

4907 Avenue I
Rosenberg, TX 77471

Contact

Anthony Wolverton, Project Manager
P (832) 612-1180
E anthony.wolverton@lcisd.org

PROJECT NAME: Lamar CISD Fulshear Transportation Camera Upgrades Rev1 With Audio

PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install three new Axis P3719 multi sensor cameras with new data runs. Replace 10 existing cameras with new Axis Cameras utilizing existing data connections. Project includes one conduit run of approximately 70 feet across the shop ceiling space. Project will utilize existing camera licenses for all installed cameras. System installation includes hardware, programming, and configuration unless otherwise stated.

Video System

KSS will furnish and install the following:

- Three Axis P3717 cameras
- Three Axis M3057 cameras
- One Axis P3715 camera
- Three Axis P3807 cameras
- Two Axis P3719 cameras
- One Axis F4005 camera
- One F44 Main Unit
- One Axis Microphone

Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual login credentials for personnel at each location for each system
- PoE switches and patch panels
- Existing client workstations that meet the system minimal requirements

Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.

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KSS will not provide any trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

KSS will provide all necessary devices and hardware included on the attached equipment list. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable. KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

Programming, Testing, and Training

KSS trained personnel will program the security system to provide a functioning operational system. Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. Upon final acceptance, it is the Customer's responsibility to ensure proper periodic testing per the manufacturers' recommendation.

KSS will provide training for one combined end user training session to cover the basic administrator and end-user tasks.

Rental Equipment

Lift rental is included in this proposal.

Standard Proposal Notes:

1. This proposal is valid for 90 days. After the 90 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
2. A standard 1 year warranty applies on all newly installed equipment.
3. Final Location of all equipment to be approved by owner prior to start of installation.
4. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
5. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
6. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.

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9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.

Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

PROJECT INVESTMENT

Estimate					\$21,350.14
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price
2	DIR-Axis Communications	DIR-01048-001	AXIS P3807-PVE Network Camera is a fixed dome came	\$1,046.52	\$2,093.04
2	DIR-Axis Communications	DIR-01500-001	AXIS P3719-PLV Network Camera is a compact 15-mega	\$1,240.46	\$2,480.92
3	DIR-Axis Communications	DIR-01504-001	AXIS P3717-PLV Network Camera is a compact 8-megap	\$1,046.52	\$3,139.56
5	DIR-Axis Communications	DIR-01513-001	AXIS T94N01D Pendant Kit comprises a weathershield	\$69.04	\$345.20
1	DIR-Axis Communications	DIR-01517-001	Fixed dome with built-in IR illumination and IK10	\$387.11	\$387.11
1	DIR-Axis Communications	DIR-01560-001	AXIS T8351 Mk II Microphone 3.5mm is an omnidirect	\$76.80	\$76.80
1	DIR-Axis Communications	DIR-01970-001	AXIS P3715-PLVE 2MP Dual Sensor Network Camera	\$698.19	\$698.19
3	DIR-Axis Communications	DIR-02109-001	AXIS M3057-PLVE MK II	\$503.47	\$1,510.41
1	DIR-Axis Communications	DIR-0775-001	AXIS F4005-E Dome Sensor Unit with a 12-meter (39-	\$224.20	\$224.20
1	DIR-Axis Communications	DIR-0936-001	AXIS F44 Dual Audio Input Main Unit. 4-channel mai	\$425.90	\$425.90
5	DIR-Axis Communications	DIR-5506-481	AXIS T91E61 Wall mount with internal cable canal for dome came	\$30.26	\$151.30
2	DIR-Axis Communications	DIR-5507-601	The powder-coated aluminum AXIS T94R01B Corner Bra	\$45.77	\$91.54
2	DIR-Windy City Wire	DIR-555610	24-4P UNS SOL CMP C5E Wht Jkt	\$250.26	\$500.52
1	DIR-Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	\$1,153.85	\$1,153.85

Labor:

QTY	Description	Ext.Price
2	SRTECH	\$225.00
4	PROJECTMGR	\$691.20
4	SYSDESIGN	\$574.20
8	INSTALLCABLE	\$878.40
8	SYSTECH	\$1,108.80
30	INSTALL	\$3,294.00

Discounts and Misc. Items:

QTY	Description	Ext.Price
1	Specialty Tools and Lifts per project requirements	\$1,300.00

Equipment Subtotal	\$13,278.54
Labor Subtotal	\$6,771.60
Discounts and Misc. Items SubTotal	\$1,300.00
Estimate SubTotal	\$21,350.14

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Investment Summary

Total Equipment	\$13,278.54
Total Labor	\$6,771.60
Total Discounts & Misc. Items	\$1,300.00
Total Proposal Amount	\$21,350.14

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$21,350.14**

The price above includes: material, equipment and labor as described within this proposal.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems is hereby authorized to perform the work as specified.

KNIGHT SECURITY SYSTEMS

Lamar CISD

By: _____
 Signature

 Integrated Sales Representative
 Title

 Ray Soliz
 Print Name

By: _____
 Signature

 Lamar CISD Board President
 Title

 Joy Williams
 Print Name

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TERMS & CONDITIONS

Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

B. How To Get Service. Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

C. What Is Not Included. Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

D. State Law. Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

After Warranty Service. If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

Regulatory Agencies. Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

Knight Not An Insurer And Limitation Of Liability. Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars (\$500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

Indemnification. Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within

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thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

False Alarm & Warranty Service Calls. In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

Installation Or Service Of System. Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

Default Or Termination. If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

Title Of System. Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

Pre-Existing Equipment And Devices. Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

Authorized Users And Emergency Contact List. Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

Monitoring Service. If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

Assignees And Subcontractors. Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

DISCUSSION OF BOARD OPERATING PROCEDURES

IMPACT/RATIONALE:

In effective school systems, the Superintendent and the Board function as a “Team of Eight.” A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district, and the Superintendent and staff provide the leadership to cause Board policies to be implemented.

Resource person: Dr. Roosevelt Nivens, Superintendent

CONSIDER APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

RECOMMENDATION:

That the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Which May be Issued in One or More Series; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; And Enacting Other Provisions Relating Thereto.

IMPACT/RATIONALE:

A draft of the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds is attached. The Order authorizes the District to issue one or more series of refunding bonds over the next year in order to achieve present value debt service savings for currently outstanding debt of the District. Within the order there are certain parameters that must be met to allow the Authorized Officer to execute the transaction. Those parameters are:

- the total principal amount of Bonds to be issued from time to time pursuant to the Order to provide funds for the refunding of the Refunded Obligations and to pay the costs of issuing the Bonds shall not exceed \$200,000,000;
- each series of Bonds may be designated as “green bonds”, Taxable Bonds, or Tax-Exempt Bonds;
- the refunding of any Refunded Obligations shall produce a net present value debt service savings of at least 5% of the principal amount of the Refunded Obligations;
- the interest rate on the Bonds shall not exceed the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;
- no Bond shall mature later than the latest maturity of the Refunded Obligations; and
- the Pricing Certificate for the Bonds shall indicate the amount of refunding authority that remains available to the District under Section 3.01 following the issuance of the Bonds approved in the Pricing Certificate.

Representatives from Post Oak Municipal Advisors LLC and Bracewell LLP will be available to answer questions.

PROGRAM DESCRIPTION:

It is required that the Board of Trustees approve the Order authorizing the sale of the bonds. The underwriting team previously approved by the Board of Trustees will remain in place for this transaction; however, underwriters will alternate among the various transactions. The underwriting team has the ability to assess the District’s goals, the skills to effectively market the bonds, and the ability to risk its own capital, if necessary. The underwriting team consists of underwriters, a sales force, and bankers. Underwriters set the price on the bonds, the sales force sells the bonds to the public, and the bankers ensure that the goals of the District are achieved. The District’s financial advisory firm, Post Oak Municipal Advisors, will also assist the District with the sale of the refunding bonds.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

ORDER
AUTHORIZING THE ISSUANCE OF
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS,
WHICH MAY BE ISSUED IN ONE OR MORE SERIES

Adopted: September 21, 2021

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AN ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of Lamar Consolidated Independent School District (the “District”), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the “Refunded Obligation Candidates”), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate(s) (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate(s); and

WHEREAS, Chapter 1207, Texas Government Code, as amended (“Chapter 1207”) authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Obligations, and to accomplish such refunding or defeasance by depositing directly with a issuing and paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the District desires to authorize the execution of one or more escrow agreements or deposit agreements in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the Board hereby finds and determines that the refunding of the Refunded Obligations (as defined herein) as contemplated in this Order will benefit the District by providing net present value debt service savings to the District, and that such benefit constitutes valid public purpose and is sufficient consideration for the refunding contemplated herein; and

WHEREAS, the Board hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its refunding bonds at this time, and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapter 1207 and Chapter 1371, the District desires to delegate the authority to effect the sale of the Bonds (as hereinafter defined) to the Authorized Officer (as hereinafter defined); and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided in this Order, or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Acts” means Chapter 1207 and Chapter 1371.

“Authorized Officer” means the Superintendent or the Chief Financial Officer of the District.

“Board” means the Board of Trustees of the District.

“Bond” or “Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Chapter 1207” means Chapter 1207, Texas Government Code, as amended.

“Chapter 1371” means Chapter 1371, Texas Government Code, as amended.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date designated as the date of the Bonds in the Pricing Certificate.

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Bonds, payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in the Pricing Certificate, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means the Escrow Agent designated in the Pricing Certificate.

“Escrow Agreement” means one or more escrow agreements by and between the District and the Escrow Agent relating to the Refunded Obligations.

“Escrow Fund” means the fund or funds established by the Escrow Agreement(s) to hold cash and securities for the payment of debt service on the Refunded Obligations.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, unless the orders authorizing the Refunded Obligations contain further limitations on such securities, in which case only the securities authorized under such orders shall constitute Escrow Securities.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year of the District as shall be set from time to time by the Board.

“Initial Bond” means the Initial Bond for each series of Bonds authorized by Section 3.04(d).

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Order” means this Order.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the paying agent/registrar designated in the Pricing Certificate.

“Paying Agent/Registrar Agreement” means one or more Paying Agent/Registrar Agreements between the Paying Agent/Registrar and the District relating to the Bonds.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer in connection with the issuance of Bonds under this Order.

“Purchase Contract” means the purchase contract or purchase contracts between the District and the Underwriters pertaining to the sale of the Bonds from time to time.

“Record Date” means the Record Date set forth in the Pricing Certificate.

“Refunded Obligation Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Obligations in the Pricing Certificate.

“Refunded Obligations” means those unlimited tax bonds designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates described in Schedule I attached hereto.

“Register” means the Bond register required by Section 3.06.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the District and DTC.

“Representative” means the representative of the Underwriters designated in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Taxable Bonds” shall mean the Bonds designated as Taxable Bonds in the applicable Pricing Certificate.

“Tax-Exempt Bonds” shall mean the Bonds designated as Tax-Exempt Bonds in the applicable Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” mean the underwriters named in the Purchase Contract for a series of Bonds.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble of this Order.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to pay Debt Service and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

(b) To pay the Debt Service coming due on the Bonds prior to receipt of the taxes levied to pay such Debt Service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

(c) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the interest and sinking fund when it sets its debt service tax rate each year.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The Bonds, which may be designated “Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds” or have such other series designation or titles as may be designated in the Pricing Certificate(s), and be issued from time to time in one or more tranches, series or subseries as may be designated in the Pricing Certificate(s), are hereby authorized to be issued and delivered in accordance with the Constitution and the laws of the State, including particularly the Acts. The total principal amount of Bonds to be issued from time to time pursuant to this Order to provide funds for the refunding of the Refunded Obligations and to pay the costs of issuing the Bonds shall not exceed \$200,000,000.

Section 3.02. Date, Denomination, Maturities, and Interest. (a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be in fully registered form without coupons.

(b) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Bond for each series of Bonds, which shall be numbered I-1.

(c) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Dated Date or Closing Date, as specified in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment. (a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds. (a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond for each series of Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public

Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond for each series of Bonds has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the District, and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, the Initial Bond for each series of Bonds, representing the aggregate principal amount of each series of Bonds, to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond for each series of Bonds, the Paying Agent/Registrar shall cancel the Initial Bond for each series of Bonds and deliver Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that interest on the Bonds is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his or her designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry-Only System. (a) To the extent so designated in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bonds for the purpose of payment of Debt Service on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all Debt

Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The blanket Representation Letter previously executed and delivered by the District and applicable to the District's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate(s).

Section 4.02. Optional Redemption. The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in a Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption. The Bonds designated as “Term Bonds” in a Pricing Certificate (“Term Bonds”), if any, shall be subject to scheduled mandatory redemption as may be designated and provided for in a Pricing Certificate.

Section 4.04. Partial Redemption. (a) Unless otherwise provided in a Pricing Certificate, if less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities (or mandatory sinking fund payment with respect to Term Bonds) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02, conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on

the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption. (a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Board hereby approves the form of Paying Agent/Registrar Agreement specifying the duties and responsibilities of the District and the Paying Agent/Registrar, and the Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President or Vice President and Secretary of the Board of one or more Paying Agent/Registrar Agreements.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally. (a) The Bonds, including the Registration Certificates of the Comptroller of Public Accounts of the State to accompany the Initial Bond for each series of Bonds, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee (which shall appear only on the bonds guaranteed by the Permanent School Fund) (i) shall be substantially in the form set forth in Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or another entity that provides securities identification numbers for municipal securities, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the District nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement. (a) The Bonds shall be sold from time to time to the Underwriters in accordance with the terms of this Order. As authorized by Chapter 1207 and Chapter 1371, the Authorized Officer is authorized to act on behalf of the District, from time to time, in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold; the title, number and designation of each series or subseries of Bonds to be issued from time to time; whether each series of Bonds will be designated as “green bonds;” whether the Bonds will be issued as Taxable Bonds or Tax-Exempt Bonds; the form in which the Bonds shall be issued; the years and dates on which the Bonds will mature, the principal amount to mature in each of such years and the defeasance provisions for the Bonds; selecting the specific maturities or series of Refunded Obligations to be refunded by each series of Bonds from the list of Refunded Obligation Candidates; the aggregate principal amount of Refunded Obligations; the aggregate principal amount of Bonds to be issued by the District; the rate of interest to be borne by each maturity of the Bonds; the Interest Payment Dates; the dates, prices, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption; the verification agent, if any; the selection of Underwriters; and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in one or more Pricing Certificates, a form of which is attached hereto as Exhibit A, as may be amended by the Authorized Officer; subject to the following conditions:

- (i) the Bonds shall not bear interest at a rate greater than the maximum rate allowed under Section 1204.006, Texas Government Code, as amended;
- (ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 for refunding purposes shall not exceed the limits described in Section 3.01;

(iii) the Pricing Certificate for each series of bonds shall indicate the amount of authority remaining under Section 3.01 of this Order, if any, following the issuance of such series of Bonds;

(iv) the refunding of any fixed rate Refunded Obligations shall produce a net present value debt service savings of at least 5.00% of the principal amount of the fixed rate Refunded Obligations being refunded with such series of Bonds; and

(v) no Bond shall mature later than the latest maturity date of the Refunded Obligations.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District one or more Purchase Contracts providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of each Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by the execution of the Purchase Contract by the Authorized Officer.

(c) Any finding by the Authorized Officer relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Board.

(d) The authority granted to the Authorized Officer under Section 7.01(a) shall expire at 11:59 p.m., Central time, on a date one year from the date of this Order, unless otherwise extended by the Board by separate action. Bonds sold pursuant to a Purchase Contract executed on or prior to such expiration date may be delivered after such expiration date.

(e) All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out in the Purchase Contract and to provide for the issuance and delivery of the Bonds, including, without limitation, qualifying the Bonds as “green bonds” to the extent such qualification is required. The Initial Bond for each series of Bonds shall initially be registered in the name of the Representative or such other entity as may be specified in the Purchase Contract for each series of Bonds.

(f) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the District one or more “Preliminary Official Statements,” to be used by the Underwriter in the offering and sale of the Bonds, and to certify or otherwise represent that such Preliminary Official Statement(s) are “deemed final” Preliminary Official Statement(s) as of their dates (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (the “Preliminary Official Statement”). The use and distribution of one or more Preliminary Official Statements in the public offering of the Bonds by the Underwriters is hereby authorized. The Authorized Officer is hereby further authorized and directed (i) to cause to be prepared on behalf of the District, in accordance with the District’s Disclosure Strategy, one or more final Official Statements (each an “Official Statement”), (ii) to

use and distribute or authorize the use and distribution of one or more Official Statements, (iii) to execute the same, if required, and (iv) to deliver appropriate numbers of copies thereof to the Underwriters. Each Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale thereof.

(g) The President or Vice President of the Board, the Secretary of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals, to deliver such notices and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, to effectuate the refunding of the Refunded Obligations and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency.

Section 7.02. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate. Proceeds from the sale of the Bonds may, at the option of the District, be invested in any investments authorized by Texas law, including specifically the Public Funds Investment Act and the District's investment policy, including through a guaranteed investment contract as authorized by Section 2256.015 of the Texas Government Code; provided that all such investments shall be made in such a manner that the money required to be expended will be available at the proper time or times.

Section 7.03. Control and Delivery of Bonds. (a) The Authorized Officer is hereby authorized to have control of the Initial Bond for each series of Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his or her absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 8.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times

and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 8.03. Taxable Bonds. Bonds designated as Taxable Bonds will not constitute obligations described in section 103(a) of the Code.

Section 8.04. Federal Tax Matters for Tax-Exempt Bonds.

(a) General. The District covenants not to take any action or omit to take any action, that if taken or omitted, would cause the interest on the Tax-Exempt Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Tax-Exempt Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Tax-Exempt Bonds (including investment income) and the property financed, directly or indirectly with such proceeds so that the Tax-Exempt Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Tax-Exempt Bonds to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Tax-Exempt Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Tax-Exempt Bonds (including investment income) and regulate the investment of such proceeds of the Tax-Exempt Bonds so that the Tax-Exempt Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Tax-Exempt Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Tax-Exempt Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to (i) the expenditure of the proceeds (including investment income) of the Tax-Exempt Bonds and the Refunded Obligations being refunded with the proceeds of the Tax-Exempt Bonds and (ii) the use of the property financed, directly or indirectly, thereby until three years after the last Tax-Exempt Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. The Tax-Exempt Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Tax-Exempt Bonds for as long as such matters are relevant to the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

ARTICLE IX

DISCHARGE

Section 9.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

ARTICLE X

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS

Section 10.01. Subscription for Securities. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved.

Section 10.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President or Vice President and Secretary of the Board, one or more Escrow Agreements, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof

by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the issuing and paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations and is hereby authorized to execute and deliver one or more deposit agreements in connection with such deposits.

Section 10.03. Redemption and Defeasance of Refunded Obligations. The discharge, defeasance, redemption and/or payment of the Refunded Obligations shall be carried out pursuant to the terms and provisions of this Order and the Pricing Certificate. The Refunded Obligations shall be defeased and/or paid as required by the order authorizing such Refunded Obligations. Following the adoption of this Order and prior to the execution of the Pricing Certificate, the Authorized Officer is hereby authorized to deliver a notice of redemption to the paying agent/registrar for any of the Refunded Obligation Candidates if required under the plan of finance, and the paying agent/registrar for the such Refunded Obligation Candidates is hereby authorized and directed to provide notice of such redemption. The Board hereby authorizes and directs the Authorized Officer to take all necessary steps to redeem and defease the Refunded Obligations and use proceeds of the Bonds and other available revenues of the District to pay the principal of, redemption premium, if any, and interest on the respective redemption dates or payment dates set forth in the Pricing Certificate.

ARTICLE XI

PERMANENT SCHOOL FUND GUARANTEE

Section 11.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the “Commissioner”) for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State, subject to compliance with the Texas Education Agency’s rules and regulations. If the Bonds are defeased, the guarantee of such series of Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that:

(a) a certified copy of this Order and copies of the Official Statement for such series of Bonds shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of such series of Bonds;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on any such series of Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports. (a) The District shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the District ending in or after 2021, financial information and operating data with respect to the District of the general type included in the Official Statement, being the information described in the Pricing Certificate, and (ii) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 12.02. Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with

respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of the holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the District;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.01, the District intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.”

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide financial information and operating data in accordance with Section 12.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article IX that causes Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorize such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Article, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12.04. Amendments to the Rule. In the event the Authorized Officer, in consultation with Bond Counsel and the District's financial advisor, determines that it is necessary or desirable to amend the provisions of this Article XII in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes in the Pricing Certificate for the Bonds and such amendments are hereby authorized and shall be deemed effective as set forth in the Pricing Certificate.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of the State.

Section 13.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order. If changes are made to the Order pursuant to this Section, the Order, as revised, shall be included in the District's records.

Section 13.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 13.04. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President of the Board and the Secretary of the Board and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

Section 13.05. Force and Effect. This Order shall be in full force and effect from and after its final passage, and it is so ordered.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE on September 21, 0021.

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

President, Board of Trustees
Lamar Consolidated Independent School
District

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

The Authorized Officer may select the specific maturities and series of unlimited tax bonds constituting the Refunded Obligations from the following series of the District's outstanding unlimited tax bonds:

Unlimited Tax Schoolhouse and Refunding Bonds, Series 2012A

Unlimited Tax Refunding Bonds, Series 2012B

Unlimited Tax Refunding Bonds, Series 2013

Unlimited Tax Schoolhouse Bonds, Series 2014B

Unlimited Tax Schoolhouse and Refunding Bonds, Series 2015

Unlimited Tax Refunding Bonds, Series 2016A

Unlimited Tax Refunding Bonds, Series 2016B

Unlimited Tax Schoolhouse Bonds, Series 2017

Unlimited Tax Schoolhouse Bonds, Series 2018

Unlimited Tax Schoolhouse Bonds, Series 2019

Unlimited Tax Refunding Bonds, Series 2020

Unlimited Tax Schoolhouse Bonds, Series 2021

EXHIBIT A

FORM OF PRICING CERTIFICATE FOR TAX-EXEMPT BONDS

Re: Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, [Taxable]¹ Series ____ (the "Bonds")

I, the undersigned Chief Financial Officer of the Lamar Consolidated Independent School District (the "District"), do hereby make and execute this Pricing Certificate pursuant to an order adopted by the Board of Trustees of the District on September 21, 2021 (the "Order") authorizing the issuance of the referenced Bonds. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Order.

As authorized by Section 7.01 of the Order, I have acted on behalf of the District in selling the Bonds to _____ (collectively, the "Underwriters") pursuant to the terms of the Purchase Contract dated as of the date hereof. The Bonds shall have the terms set forth in this Pricing Certificate.

A. The Bonds shall be designated the "Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series ____." The Bonds shall be issued in the aggregate principal amount of \$_____ for the purposes specified in Section 3.01 of the Order.

B. The Bonds shall have a Dated Date of _____, and the Closing Date is scheduled for _____, 2021. The Record Date for the Bonds shall be the _____ day of the month next preceding an Interest Payment Date.

C. The Bonds shall be issued as [Tax-Exempt/Taxable] Bonds.

D. The Bonds shall bear interest from the later of the [Dated/Closing] Date or the most recent Interest Payment Date to which interest has been paid or provided for, payable on each _____ and _____ commencing _____, 20__, until stated maturity or prior redemption. The Bonds shall mature on _____ in each of the years, in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$_____	_____%	20__	\$_____	_____%
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____
20__	_____	_____	20__	_____	_____

¹ Delete if Bonds are issued as Tax-Exempt Bonds.

E. The Refunded Obligations to be refunded and/or defeased with a portion of the proceeds of the Bonds (the “Refunded Obligations”) are set forth in Schedule I attached hereto. The Refunded Obligations are hereby called for redemption on the dates set forth in Schedule I hereto. The Refunded Obligations shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

F. As shown in the saving schedule attached hereto as Schedule II, the refunding of the fixed rate Refunded Obligations by Taxable Bonds resulted in a net present value debt service savings of approximately \$ _____, representing a net present value debt service savings of approximately _____% of the principal amount of the fixed rate Refunded Obligations.

G. The Bonds are [not] subject to optional [and mandatory] redemption as set forth in Attachment A.

H. Following the issuance of the Bonds under the Order, \$ _____ in refunding bond authority remains under Section 3.01 of the Order.

I. The undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the parameters contained in Sections 3.01 and 7.01 of the Order. The District has reserved the right to issue all remaining authority available under the Order following the issuance of the Bonds.

J. The proceeds of the Bonds shall be applied as follows:

i. The amount of \$ _____, consisting of \$ _____ principal amount of the Bonds, plus premium received from the sale of the Bonds in the amount of \$ _____ and available funds of the District in the amount of \$ _____, shall be used for the refunding and defeasance of the Refunded Obligations;

ii. Premium received from the sale of the Bonds in the amount of \$ _____ shall be used to pay the costs of issuing the Bonds;

iii. Premium received from the sale of the Bonds in the amount of \$ _____ shall be used to pay underwriter’s discount; [and]

iv. [Premium received from the sale of the Bonds in the amount of \$ _____, consisting of the rounding amount, shall be deposited to the interest and sinking fund designated for the Bonds; and]

v. Any amounts remaining following the payment of the costs of issuing the Bonds shall be deposited into the interest and sinking fund designated for the Bonds.

K. In accordance with Section 12.01(a) of the Order, the information to be provided pursuant to the Rule shall include all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under Tables _____.

L. _____ is hereby designated as Paying Agent/Registrar for the Bonds.

M. _____ is hereby designated as the Escrow Agent for the Bonds.

N. [_____, is hereby designated as Verification Agent for the Bonds.]

O. [The purchase of Escrow Securities for the Escrow Fund from _____ is hereby approved.]

P. [The Deposit Agreement between the District and _____ is hereby approved.]

Q. The Purchase Contract between the Underwriters and the District with respect to the Bonds is hereby approved, and the terms of such Purchase Contract are hereby determined to be the most advantageous reasonably attainable by the District.

[Signature Page Follows]

Executed this _____, 2021.

Authorized Officer
Lamar Consolidated Independent School District

Signature Page to Pricing Certificate

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

SCHEDULE II

SCHEDULE OF SAVINGS

ATTACHMENT A

FORM OF BOND

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Fort Bend

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
[TAXABLE]² SERIES _____³

INTEREST RATE: _____% MATURITY DATE: _____ [CLOSING/DATED] DATE: _____ CUSIP NO.: _____

Lamar Consolidated Independent School District (the "District"), in the County of Fort Bend, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the [Closing/Dated Date] specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____⁴ and _____⁵ of each year, commencing _____⁶.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the

² Delete if Bonds are issued as Tax-Exempt Bonds.
³ Insert from Pricing Certificate.
⁴ Insert from Pricing Certificate.
⁵ Insert from Pricing Certificate.
⁶ Insert from Pricing Certificate.

corporate trust office of _____⁷ (the “Paying Agent/Registrar”), or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the _____⁸ day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is [dated as of _____⁹ and is] ¹⁰ one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of \$ _____¹¹, (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for (i) the refunding of certain outstanding obligations of the District and (ii) to pay the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

⁷ Insert from Pricing Certificate.

⁸ Insert from Pricing Certificate.

⁹ Delete if Bonds are dated the Dated Date.

¹⁰ Delete if Bonds are subject to redemption prior to maturity.

¹¹ Insert from Pricing Certificate.

[This Bond is not subject to redemption prior to maturity.]¹²

[The District has reserved the option to redeem the Bonds maturing on and after _____¹³, in whole or, from time to time, in part before their respective scheduled maturity dates, on _____¹⁴, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.]¹⁵

[Bonds maturing on _____¹⁶ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>§ ¹⁷ Term Bonds Maturing ¹⁸</u>	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
<u>19</u>	<u>20</u>

The Paying Agent/Registrar will select for redemption by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]²¹

[Not less than 30 days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of

¹² Delete if Bonds are subject to redemption prior to maturity.
¹³ Insert from Pricing Certificate.
¹⁴ Insert from Pricing Certificate.
¹⁵ Delete if Bonds are not subject to redemption prior to maturity.
¹⁶ Insert from Pricing Certificate.
¹⁷ Insert from Pricing Certificate.
¹⁸ Insert from Pricing Certificate.
¹⁹ Insert from Pricing Certificate.
²⁰ Insert from Pricing Certificate.
²¹ Delete if Term Bonds are not issued.

the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.]²²

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and

²² Delete if Bonds are not subject to redemption prior to maturity.

proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

[Vice]²³ President, Board of Trustees
Lamar Consolidated Independent School
District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

_____²⁴,
as Paying Agent/Registrar

Date: _____

By: _____

²³ Delete if the President of the Board executes the Bonds.

²⁴ Insert from Pricing Certificate.

(c) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Authorized Signatory

(d) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

PERMANENT SCHOOL FUND GUARANTEE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Lamar Consolidated Independent School District of its Unlimited Tax Refunding Bonds, Series ²⁵_____, dated ²⁶_____, in the principal amount of \$ ²⁷_____ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to

²⁵ Insert from Pricing Certificate.

²⁶ Insert from Pricing Certificate.

²⁷ Insert from Pricing Certificate.

the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.



Mike Morath
Commissioner of Education

(e) The Initial Bond for each series of Bonds shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and “CUSIP NO. _____” deleted;

(B) in the first paragraph the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on _____²⁸ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond for each series of Bonds shall be numbered I-1.

(D) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond for each series of Bonds:

²⁸ Insert from Pricing Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

[SEAL]

Comptroller of Public Accounts
of the State of Texas

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I, the undersigned officer of the Board of Trustees of Lamar Consolidated Independent School District, hereby certify as follows:

1. The Board of Trustees of Lamar Consolidated Independent School District convened in regular meeting on the 21st day of September, 2021 at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Joy Williams	President
Alex Hunt	Vice President
Joe Hubenak	Secretary
Mandi Bronsell	Trustee
Kay Danziger	Trustee
Zach Lambert	Trustee
Jon Welch	Trustee

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE OF LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

- _____ Member(s) shown present voted "Aye."
- _____ Member(s) shown present voted "No."
- _____ Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has

been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 21st day of September, 2021.

[SEAL]

Secretary, Board of Trustees
Lamar Consolidated Independent School
District

INFORMATION ITEM: UPDATE VIRTUAL INSTRUCTION

The Virtual Learning Program began on September 13, 2021. The application process documented 975 students that were interested in the program. Each campus contacted parents who had applied for the program to ensure continued interest and 170 parents pulled out of the program to remain in on-campus learning.

Program Basics

- serves K-6th grade students assigned to either an am session or pm session
- led by LCISD teachers, following the LCISD Curriculum Scope and Sequence
- combination of synchronous and asynchronous instruction
- teachers are teamed with one teacher assigned ELA/SS and the other Math/Science
-

Weekly Routine

Monday – Thursday

- synchronous learning with teacher and classmates on Zoom
 - Whole group, small group, student conferences and tutorials
- asynchronous activities throughout the week

Friday

- assigned asynchronous activity day for students so teachers can participate in professional development as well as provide tutoring and conduct parent conferences as needed

SB 15

Senate Bill 15 was passed by the state legislature and was sent to the governor to be signed into law on September 1, 2021. Under the law, LEA's may receive full funding for local remote learning delivered via synchronous instruction, asynchronous instruction, or a combination of both. The number of students receiving remote instruction is capped at 10% of all enrolled students. Though funding will now be allowable, TEA has determined eligibility requirements if a student received remote instruction for a majority of their instructional days in the previous year.

- must have achieved satisfactory achievement or higher on each STAAR assessment administered
- had a number of unexcused absences that is 10 percent or fewer out of all instructional days
- earned a grade of C or higher in the foundation curriculum courses taken virtually or remotely in the preceding school year

If a student did not receive a majority of the student's instructional time in the virtual setting last school year, the following eligibility criteria applies:

- enrollment in District
- has access to in-person services at the District
- has fewer than 10 unexcused absences while enrolled in local remote instruction over a six-month period

Resource person: Dr. Terri Mossige, Chief Learning Officer

INFORMATION ITEM: DELINQUENT TAX COLLECTIONS

Linebarger Goggan Blair and Sampson LLP (“the Firm”) has developed an effective process for collecting delinquent property taxes and has been engaged in the collection of delinquent taxes for Lamar CISD (“the District”) since December 2000. Tax collection efforts include multiple contacts to property owners including personal phone calls, written correspondence, lawsuits, tax warrants, etc. Payment agreements are also a method used to bring taxpayers current on amounts owed. Litigation and other statistics are included in the attached report, along with a comprehensive collection history. The fee paid to the Firm (by the delinquent taxpayer) for the collection effort is 20% of the combined total of the delinquent tax amount, penalty, and interest.

Each year, the Firm continues to meet the District’s performance goals. Since the Firm began collecting the District’s delinquent taxes during the 1999 - 2000 year, collection rates have ranged from 39% to 75%. In monetary terms, annual delinquent tax collections have risen from just over \$2.0 million to over \$3.7 million in certain years (depending on the amount of taxes becoming delinquent). For the past five years, the Firm has collected an average in excess of 50% of the taxes turned over to them each year.

In addition to its tax collection efforts, the Firm also files property value study appeals free of charge. When the adjusted values are applied within the state funding formula, this process has typically resulted in additional funding for the District. The additional funding achieved through this process for the most recent year (2020-21) was approximately \$1.1 million. The cumulative value of appeals conducted by the Firm have resulted in a gain of additional state aid of approximately \$6.6 million.

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

LAMAR CISD

August 2021

Delinquent Tax Report



LINEBARGER
ATTORNEYS AT LAW

Prepared by:

Charles A. "Chip" Sutton, Capital Partner
Cinthya Pena Reade, Attorney
Tonia Murphree, Area Manager

I. LITIGATION

A.	Suits Filed:	81
	Dollar Amount Involved:	\$435,019.90
B.	Judgments Taken:	13
	Dollar Amount Involved:	\$36,519.88
C.	Total Accounts Posted for Sale: (Sales & Re-sales)	3
	Dollar Amount Collected:	\$3,882.92

II. BANKRUPTCY CASES

A.	Open Cases:	40
	Dollar Amount Involved:	\$122,071.83

*1.8% of Total Delinquent Tax Roll

III. TAX DEFERRALS

A.	Total Tax Deferrals:	226
	Dollar Amount Involved:	\$1,631,178.61

*24.0% of Total Delinquent Tax Roll

IV. PAYMENT AGREEMENTS

A.	Total Payment Agreements:	211
	Dollar Amount Involved:	\$369,708.48

*5.4% of Total Delinquent Tax Roll

V. MAILINGS

July 2020 – June 2021

DATE	ACCOUNTS
July 2020	2,446
September 2020	1,363
June 2021	744

VI. BUSINESS PERSONAL PROPERTY COLLECTIONS

DATE	ACCOUNTS	Collections
April 2021 – June 2021	182	\$147,892.43

*These amounts are not included in our collections listed below.

VII. COLLECTIONS PER TAX YEAR

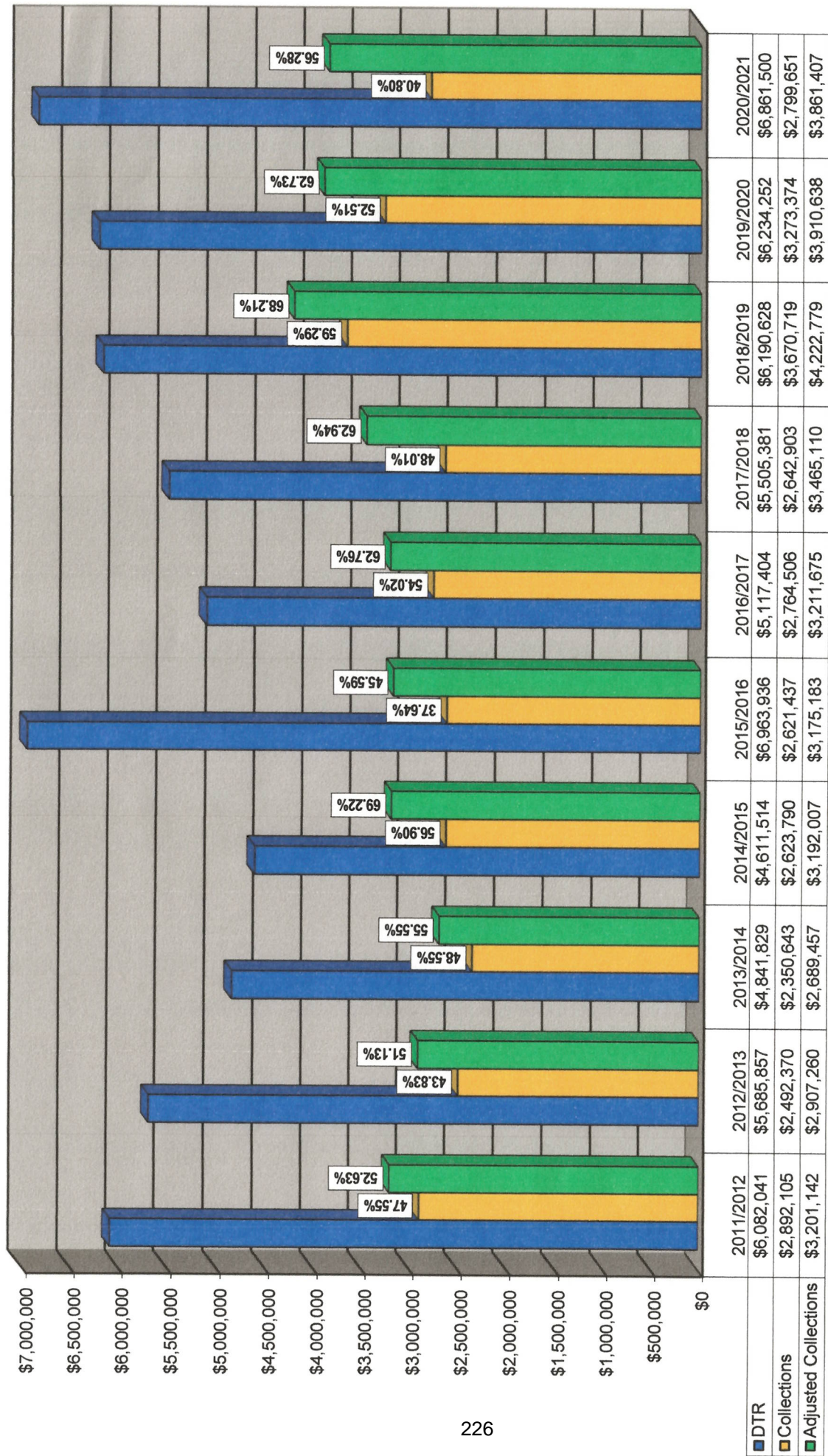
Lamar CISD/Kendleton ISD	Collections*	Percentage	Adjusted Collections**	Percentage
July 1, 2020 – June 30, 2021	\$2,799,651.05	40.7%	\$3,861,407.09	56.2%
July 1, 2019 – June 30, 2020	\$3,273,374.07	52.5%	\$3,910,638.18	62.7%
July 1, 2018 – June 30, 2019	\$3,670,718.65	59.3%	\$4,222,779.38	68.2%
July 1, 2017 – June 30, 2018	\$2,642,903.47	48.0%	\$3,465,110.49	62.9%
July 1, 2016 – June 30, 2017	\$2,764,506.41	54.0%	\$3,211,675.42	62.7%
July 1, 2015 – June 30, 2016+	\$2,621,436.57	37.6%	\$3,175,183.11	45.5%
July 1, 2014 – June 30, 2015	\$2,623,790.40	56.9%	\$3,192,006.72	69.2%
July 1, 2013 – June 30, 2014	\$2,350,643.55	48.5%	\$2,689,457.10	55.5%
July 1, 2012 – June 30, 2013	\$2,492,370.45	43.8%	\$2,907,259.51	51.1%
July 1, 2011 – June 30, 2012	\$2,892,370.20	47.6%	\$3,201,142.28	52.6%

* Collections are the total amount of delinquent taxes that were collected less the amount of those taxes that were used to pay refunds on other tax accounts. The amount of refunds paid from 7/1/20- 6/3/21 is \$1,061,756.04.

** Adjusted Collections are the total amount of delinquent taxes that were collected for LCISD including the amount of taxes that were used to pay refunds on other tax accounts.

+The turnover for 7/1/15 was higher due to a \$3,471,572 account created by the CAD that was later deleted. When that occurred, the turnover changed to \$3,492,364. The percentages listed above were calculated with the original turnover amount. If the new adjusted turnover figure is utilized, the collection percentage for the 2015-2016 tax year would be 75% and the adjusted collection percentage would be 91%.

Lamar CISD Delinquent Collections (Tax Only)



Collections are the total amount of delinquent taxes that were collected less the amount of those taxes that were used to pay refunds on other tax accounts.

Adjusted Collections are the total amount of delinquent taxes that were collected including the amount of taxes that were used to pay refunds on other tax accounts.

The turnover for 7/1/15 was higher due to an account created by the CAD that was later deleted. When that occurred, our turnover decreased to \$3,492,364.

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	24,872,095.27	87,308.73	23,003,835.18	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	712,764.50	277,235.50	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	614,259.80	85,740.20	584,061.29	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	8,659,999.00	8,653,859.19	6,139.81	8,642,092.09	8,659,999.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,954.13	9,086,569.00
Service Center/M&O	12,170,261.00	12,162,431.16	7,829.84	11,365,105.45	12,170,261.00
THS Band Hall	700,000.00	697,938.00	2,062.00	644,650.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	116,431,316.00	113,718,584.64	2,712,731.36	108,055,445.82	114,906,112.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	23,572,755.33	1,386,648.67	21,554,345.06	24,959,404.00
Tamarron Elementary School	26,207,374.00	25,082,837.00	1,124,537.00	22,732,166.89	26,207,374.00
James W. Roberts Middle School	23,442,493.00	22,841,866.48	600,626.52	21,158,362.21	23,442,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,655,042.40	3,849,077.00
Ag Barn No. 03	3,786,750.00	317,030.00	3,469,720.00	193,665.00	3,786,750.00
Sub Total - Bond Sale 2	82,245,098.00	73,738,577.81	8,506,520.19	67,293,581.56	82,245,098.00
Grand Total	198,676,414.00	187,457,162.45	11,219,251.55	175,349,027.38	197,151,210.57

* Budget increased at the August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	604,933.00	195,067.00	599,570.01	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	1,026,803.00	173,197.00	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,363,015.00	236,985.00	1,358,980.59	1,600,000.00
Grand Total	4,300,000.00	3,651,193.48	648,806.52	3,630,787.42	4,081,735.00

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.

AG BARN NO. 3



SCHEDULE MILESTONES:

- Current Phase: Design
- Construction Start: TBD

OVERVIEW:

- Design is underway.
- Design Development Presentation will be taken to the November Board Meeting.

COMPLETED PROJECTS

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Maintenance and Operations Facility	Completed April 2018
Lamar CHS Band Hall Addition	Completed April 2018
Terry High School Band Hall Addition	Completed April 2018
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
Service Center	Completed May 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019
Tamarron Elementary School	Completed July 2020

Monthly Report September 2021

Dr. Thomas E. Randle High School & Harry Wright Junior High School

Project substantially complete as of 6/1.

Punchlist corrections are in progress.

Randle HS dedication is scheduled for 9/18.

Wright JHS dedication is scheduled for 10/9.



Transportation Fuel Tank Replacement

Final payment recommendation is scheduled for the October Board Meeting.



Jane Long Historic Gym Renovations

Project substantially complete as of 5/17.

Final payment recommendation is scheduled for the October Board Meeting.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.

The new ALC portion of the building is open. Flooring will be installed over Thanksgiving Break.

1621 interior finishes are in progress.

The new entry wing (Phase 4) and Bond 2020 additions are on schedule to be complete in March 2022.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

High School and Junior High drop offs are complete and in use.

North Athletics Site. Field house, MP Room, and synthetic turf will be available for use on 9/15.

Traylor Stadium. Visitor locker room is complete except for the gate for bus parking. The gate is scheduled to be complete by 9/15.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.

Project is complete.

Punchlist corrections are in progress.



Multi-Purpose Room (HS) & Orchestra (MS) Additions

PBK is the Architect of Record.

Project is complete.

Punchlist corrections are in progress.



Fletcher Morgan, Jr. Elementary School

VLK is the Architect of Record.

Roof, MEP rough-in, tile, terrazzo, and drywall are in progress.



Maxine Phelan Elementary School

VLK is the Architect of Record.

Underground plumbing, grade beams, planks are in progress.



2017 BOND REFERENDUM SUMMARY						
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE	
Roberts Middle School Orchestra Room	\$1,100,000.00	\$0.00	\$1,100,000.00	\$1,100,000.00	\$0.00	
Austin ES Re-Roof	\$1,900,000.00	(\$529,504.00)	\$1,370,496.00	\$897,273.00	\$473,223.00	
Seguin ECC Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$982,961.00	\$917,039.00	
Terry HS Serving Lines	\$680,000.00	\$0.00	\$680,000.00	\$656,123.95	\$23,876.05	
George JHS Serving Lines	\$620,000.00	\$0.00	\$620,000.00	\$528,728.39	\$91,271.61	
Classroom Intruder Locks	\$400,000.00	\$0.00	\$400,000.00	\$390,985.72	\$9,014.28	
High School LOTE Lab Renovations- <i>Lamar /Terry / Foster</i>	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00	
ES Cooler/Freezer Replacement - <i>Austin / Bealsley / Huggins / Pink / Seguin / Taylor Ray / Travis / Williams</i>	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00	
Summer 2019 Multi-Campus Improv. - <i>Campbell ES Carpet / Campbell ES VWC / Navarro MS Carpet / Navarro MS Intercom / Wessendorff MS Carpet / Wessendorff MS VWC / Williams ES Carpet / Williams Admin. Renov. / Williams ES Fire Sprinklers</i>	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,824,511.64	\$29,488.36	
HS Field Turf & Foster HS Track - <i>GR Turf / Fulshear Turf / Foster Turf / Terry Turf / Foster Track</i>	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,352,923.72	\$1,729,795.28	
Foster HS Athletic Improvements- <i>HS Baseball & Softball Improv. / HS Field House Locker Replacement</i>	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00	
Dr. Thomas E. Randle High School- <i>High School / Turf / Multi-Purpose Room</i>	\$127,630,000.00	\$0.00	\$127,630,000.00	\$115,369,853.74	\$12,260,146.26	
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$55,458,088.07	\$6,541,911.93	
Lamar CHS & Lamar JHS Exterior Improvements - <i>Traylor Visitor Locker Room / Sub-Varsity Field / HS Multi-Purpose Room Add/ Turf/ Improved Drainage, Parking & Sidewalks / Revised JHS Drop Off / JHS HVAC Upgrades</i>	\$15,340,000.00	\$0.00	\$15,340,000.00	\$2,987,206.00	\$12,352,794.00	
Lamar CHS & Lamar JHS Additions & Renovations - <i>HS Admin Renov. / LGI Add / HS Expand Band Hall / JHS Choir Add / JHS Intercom Upgrade</i>	\$8,480,000.00	\$0.00	\$8,480,000.00	\$2,278,678.00	\$6,201,322.00	
Terry HS & George JHS Additions & Renovations- <i>JHS Renovated Locker Room / JHS Band Add / JHS Visitor Parking Add / JHS Forum Renov. / HS replace Wood Football Bleacher / HS Exterior Door & Window Replacement / HS Band & Chior Add / HS Resurface Parking / HS Multi-Purpose Room</i>	\$14,650,000.00	\$0.00	\$14,650,000.00	\$11,800,564.00	\$2,849,436.00	
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,343,843.00	\$88,157.00	
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$1,319,575.00	\$10,880,425.00	
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$3,086,859.00	\$113,141.00	
Jane Long Auditorium Seating	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00	
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$415,504.00	\$1,315,504.00	\$1,328,762.00	(\$13,258.00)	
HS Multi-Purpose Rooms & MS Orchestra Adds - <i>Foster MP / GR MP / Fulshear MP / Navarro Orch / Wessendorff Orch / Ryon Orch / Wertheimer Orch / Foster HS Add Parking</i>	\$9,570,000.00	\$0.00	\$9,570,000.00	\$9,119,829.30	\$450,170.70	
Multi-Campus Carpet Replacement - <i>HS / Briscoe JHS / Jackson ES / Pink ES / Long ES</i>	\$2,310,000.00	\$0.00	\$2,310,000.00	\$2,168,225.00	\$141,775.00	
Summer 2020 Multi-Campus ES Renovations - <i>Austin Office Renov. / Bowie Add 25 Parking Spaces / Bowie Replace Entry Canopy / Bowie Serving Line Renov. / Bowie Enlarge Cafeteria / Jackson Drainage Improv. / Jackson Serving Line Renov. / Smith Renov. Courtyard / Ray Improv Drainage in Parking Lot / Controls Upgrade</i>	\$3,370,000.00	\$0.00	\$3,370,000.00	\$3,160,892.00	\$209,108.00	
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$1,729,920.00	\$70,080.00	
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$2,359,530.80	\$27,840,469.20	
Maxine Phelan Elementary School	\$32,600,000.00	\$0.00	\$32,600,000.00	\$24,964,757.20	\$7,635,242.80	
New Elementary School #31	\$35,200,000.00	\$0.00	\$35,200,000.00	\$0.00	\$35,200,000.00	
Land	\$20,000,000.00	\$0.00	\$20,000,000.00	\$0.00	\$20,000,000.00	
TOTAL	\$404,115,000.00	\$1,632,000.00	\$405,747,000.00	\$258,469,179.53	\$147,277,820.47	
TOTAL FACILITY & PLANNING BOND	\$404,115,000.00	funded by 2014 bond available funds				
REMAINING FACILITY & PLANNING BOND	\$147,277,820.47					

Denotes completed projects

2017 BOND TECHNOLOGY SUMMARY						
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE	
9016115	\$9,044,000.00	\$0.00	\$9,044,000.00	\$9,016,115.00	\$27,885.00	
PT0-Printer Refresh	\$1,440,000.00	\$0.00	\$1,440,000.00	\$1,347,360.00	\$92,640.00	
CCU-Campus Core Uplink	\$740,000.00	\$0.00	\$740,000.00	\$737,926.00	\$2,074.00	
ES0-Expanded Storage	\$400,000.00	\$0.00	\$400,000.00	\$400,000.00	\$0.00	
SC0-Security Cameras	\$250,000.00	\$0.00	\$250,000.00	\$250,000.00	\$0.00	
TEL-Telephones	\$890,000.00	\$0.00	\$890,000.00	\$747,672.00	\$142,328.00	
CRO-Computer Refresh	\$18,344,000.00	\$0.00	\$18,344,000.00	\$17,573,937.00	\$770,063.00	
LC0-Laptop Carts	\$450,000.00	\$0.00	\$450,000.00	\$0.00	\$450,000.00	
SCN-Eduphoria Scanners	\$122,000.00	\$0.00	\$122,000.00	\$121,450.00	\$550.00	
IA0-Interact	\$2,646,000.00	\$0.00	\$2,646,000.00	\$0.00	\$2,646,000.00	
TOTAL	\$34,326,000.00	\$0.00	\$34,326,000.00	\$30,194,460.00	\$4,131,540.00	
TOTAL TECHNOLOGY BOND	\$34,326,000.00					
REMAINING TECHNOLOGY BOND	\$4,131,540.00					

2017 BOND TRANSPORTATION SUMMARY						
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE	
New Bus Purchase	\$5,175,000.00	(\$7,300.00)	\$5,167,700.00	\$2,560,746.00	\$2,606,954.00	
Add Air to Buses	\$1,335,000.00	\$0.00	\$1,335,000.00	\$0.00	\$1,335,000.00	
Smart Tag	\$500,000.00	\$7,300.00	\$507,300.00	\$507,250.91	\$49.09	
TOTAL	\$7,010,000.00	\$0.00	\$7,010,000.00	\$3,067,996.91	\$3,942,003.09	
TOTAL TRANSPORTATION BOND	\$7,010,000.00					
REMAINING TRANSPORTATION BOND	\$3,942,003.09					

Monthly Report September 2021

ALC – 1621 Additions

Construction is in progress.
Exterior face brick being laid.

Randle High School Build-out

Construction complete.
Drymalla addressing punch list items.

Lamar Consolidated High School Tennis Courts

Design Development presentation is scheduled for the October Board Meeting.

Elementary School 32 (Powerline Rd)

Design Development presentation is scheduled for the November Board Meeting.

Elementary School 33

Architect recommendation is scheduled for the October Board Meeting.

Police Station

Schematic Design presentation is scheduled for October Board Meeting.

Huggins Elementary Additions & Renovations

PBK is the Architect of Record.
Design process has begun.

Vestibule Addition Project (Navarro, Meyer, Taylor Ray, Sequin)

Design Development presentation is on the September Board Agenda.

Bowie Elementary & Beasley Elementary Additions & Renovations

Design Development presentation is on the September Board Agenda.

Jackson Elementary School Additions & Renovations

Design Development presentation is on the September Board Agenda.

Terry High School & George Junior High Renovations

Construction Manager at Risk recommendation is scheduled for the October Board Meeting.

Dickinson Elementary, Campbell Elementary and Williams Elementary Improvements

Design Development presentation is scheduled for the October Board Meeting.

High School & Junior High School Orchestra Additions

Design Development presentation is on the September Board Agenda.

Fulshear Transportation Video Recording

Recommended approval of Cooperative Proposal is on the September Board Agenda.

Jackson Special Needs Playground

Recommended approval of Cooperative Proposal is scheduled for the October Board Meeting.

BOND 2020 REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
ALC/1621 Additions	\$2,000,000.00	\$0.00	\$2,000,000.00	\$1,833,650.97	\$166,349.03
Randle High School Shell Space Build-Out	\$3,029,430.00	\$0.00	\$3,029,430.00	\$1,906,532.00	\$1,122,898.00
LAMAR High School Tennis Courts	\$2,798,007.00	\$0.00	\$2,798,007.00	\$28,000.00	\$2,770,007.00
High School #7 (Design Only)	\$161,097,600.00	\$0.00	\$161,097,600.00	\$1,600,000.00	\$159,497,600.00
Junior High School # 7 (Design Only)	\$77,167,328.00	\$0.00	\$77,167,328.00	\$770,000.00	\$76,397,328.00
Elementary School #32	\$32,381,373.00	\$0.00	\$32,381,373.00	\$320,000.00	\$32,061,373.00
Elementary School #33	\$32,381,373.00	\$0.00	\$32,381,373.00	\$320,000.00	\$32,061,373.00
LAMAR HS & JHS (Re-Roof)	\$9,851,758.00	\$0.00	\$9,851,758.00	\$100,000.00	\$9,751,758.00
Pink ES, Long ES, Wessendorff MS (Re-Roof)	\$4,417,816.00	\$0.00	\$4,417,816.00	\$43,500.00	\$4,374,316.00
Dickinson ES and Campbell ES (Re-Roof)	\$4,266,198.00	\$0.00	\$4,266,198.00	\$45,000.00	\$4,221,198.00
Wessendorff MS Foundation	\$4,433,813.00	\$0.00	\$4,433,813.00	\$45,000.00	\$4,388,813.00
Fulshear Transportation Visual Recording	\$66,768.00	\$0.00	\$66,768.00	\$700.00	\$66,068.00
Police Station	\$5,511,240.00	\$0.00	\$5,511,240.00	\$339,000.00	\$5,172,240.00
Jackson ES Playground	\$104,325.00	\$0.00	\$104,325.00	\$1,000.00	\$103,325.00
IDF & MDF - A/C Retrofit	\$1,200,000.00	\$0.00	\$1,200,000.00	\$23,293.00	\$1,176,707.00
Huggins ES Additons and Renovations Replace sanitary sewer lines; upgrade LED lighting; sound system; Replace roof; replace exterior windows; access control near portables; New secure Vestibule	\$5,168,504.00	\$0.00	\$5,168,504.00	\$498,404.00	\$4,670,100.00
Austin ES Additions and Renovations New Security Vestibule; add curtain to stage; renovate student restrooms; repair walls and floors due to leveling; relace doors and hardware; video and repair sanitary sewer lines; video access control; replace sound system	\$3,718,075.00	\$0.00	\$3,718,075.00	\$361,287.00	\$3,356,788.00
Bowie ES and Beasley ES Additons and Renovations Bowie ES - Repair walls; replace extior windows; renovate restrooms' replace boiler, fan coil units, air handlers, and split system A/C's; replace intercome; upgrade LED lighting; new secure vestibule additon; install ADA playground ramp; replace exterior doors and windows Beasley ES - repair gym floor; replace ceiling in portable; install ADA playground ramp; replace stage curtain; replace case in teacher's lounge; upgrade circuit breakers and LED lighting; new secure vestibule additon	\$6,338,494.00	\$0.00	\$6,338,494.00	\$422,000.00	\$5,916,494.00
Navarro MS, Ray ES, Meyers ES & Seguin ECC Vestibules	\$7,512,128.00	\$0.00	\$7,512,128.00	\$733,861.00	\$6,778,267.00
Terry HS and George JHS Renovations (Phase One) Terry HS - Replace roof, metal roof; repair leaks in auditorium; new water lines and water fountains George JHS - Remove wall in Ag Shop; renovate choir; renovate all flooring; replace casework; replace exterior doors in athletic area; replace VCT in cafeteria with procelain tile; upgrade LED lighting; replace sanitary lines in kitchen and boy's locker room; replace roof; replace serving line doors	\$14,530,751.00	\$0.00	\$14,530,751.00	\$697,170.00	\$13,833,581.00
Jackson ES Additons and Renovations Repair strutral issues; upgrade LED lighting; upgrade elctrical panel; sound system/additonal cameras; replace roof; replace wall cladding; replace exterior windows; New secure vestibule additon	\$900,000.00	\$0.00	\$900,000.00	\$558,237.00	\$341,763.00
Dickinson ES, Campbell ES and Willimas ES Additions and Renovations Williams ES - Add parent drop -off canopy; add new concrete bus drive; replace exterior windows Dickinson ES - Repair concrete sidewalk and curb Campbell ES - Replace chalk boards with white boards; address foundation issues; install VFD on heating water pumps; replace heating water piping and heating water pumps	\$5,322,010.00	\$0.00	\$5,322,010.00	\$42,912.00	\$5,279,098.00
Orchestra Additions Foster HS; Brisco JHS; George Ranch HS; Reading JHS; Fulshear HS; Leaman JHS	\$8,445,375.00	\$0.00	\$8,445,375.00	\$788,925.00	\$7,656,450.00
TOTAL	\$392,642,366.00	\$0.00	\$392,642,366.00	\$11,478,471.97	\$380,997,545.00
TOTAL FACILITY & PLANNING BOND	\$392,642,366.00				
REMAINING FACILITY & PLANNING BOND	\$380,997,545.00				

BOND 2020 TECHNOLOGY SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Districtwide Switch Upgrade	\$12,744,000.00	\$0.00			\$0.00
Security Camera System Expansion	\$12,177,000.00	\$0.00			\$0.00
Districtwide Wireless Upgrade	\$7,920,000.00	\$0.00			\$0.00
Interactive White Boards	\$3,492,000.00	\$0.00			\$0.00
District UPS Upgrades	\$1,958,400.00	\$0.00			\$0.00
MDF/IDF A/C Installation	\$1,200,000.00	\$0.00			\$0.00
Server/Storage System Expansion	\$1,080,000.00	\$0.00			\$0.00
End User Phone Refresh	\$1,008,000.00	\$0.00			\$0.00
Secondary Path Fiber Rosenberg/Fulshear	\$300,000.00	\$0.00			\$0.00
Student Laptops (Prop D)	\$7,227,000.00	\$0.00			\$0.00
Ipads (Prop D)	\$5,523,000.00	\$0.00			\$0.00
Staff Laptops (Prop D)	\$4,421,000.00	\$0.00			\$0.00
Desktop Computers (Prop D)	\$4,411,000.00	\$0.00			\$0.00
TOTAL	\$63,461,400.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL TECHNOLOGY BOND (Prop A & D)	\$63,461,400.00				
REMAINING TECHNOLOGY BOND	\$0.00				

BOND 2020 TRANSPORTATION SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Buses	\$9,360,000.00	\$0.00	\$9,360,000.00	\$0.00	\$9,360,000.00
Rosenberg Building Additions & Renovations	\$6,936,222.00	\$0.00	\$6,936,222.00	\$0.00	\$6,936,222.00
Upgrade Bus Camera System	\$810,000.00	\$0.00	\$810,000.00	\$0.00	\$810,000.00
Fulshear add visual recording device & cameras	\$66,768.00	\$0.00	\$66,768.00	\$0.00	\$66,768.00
TOTAL	\$17,172,990.00	\$0.00	\$17,172,990.00	\$0.00	\$17,172,990.00
TOTAL TRANSPORTATION BOND	\$17,172,990.00				
REMAINING TRANSPORTATION BOND	\$17,172,990.00				

BOND 2020 SECURITY & SAFETY SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Radio System & Radios	\$3,000,000.00	\$0.00	\$3,000,000.00	\$0.00	\$3,000,000.00
Districtwide Fence Improvements	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$400,000.00
TOTAL	\$3,400,000.00	\$0.00	\$3,400,000.00	\$0.00	\$3,400,000.00
TOTAL SECURITY & SAFETY BOND	\$3,400,000.00				
REMAINING SECURITY & SAFETY BOND	\$3,400,000.00				

BOND 2020 FF&E SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Districtwide Furniture Refresh	\$5,500,000.00	\$0.00	\$5,500,000.00	\$0.00	\$5,500,000.00
TOTAL	\$5,500,000.00	\$0.00	\$5,500,000.00	\$0.00	\$5,500,000.00
TOTAL FF&E BOND	\$5,500,000.00				
REMAINING FF&E BOND	\$5,500,000.00				

BOND 2020 LAND SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Land Aquisition	\$20,000,000.00	\$0.00	\$20,000,000.00	\$28,400.00	\$19,971,600.00
TOTAL	\$20,000,000.00	\$0.00	\$20,000,000.00	\$28,400.00	\$19,971,600.00
TOTAL LAND BOND	\$20,000,000.00				
REMAINING LAND BOND	\$19,971,600.00				

LAMAR CISD BOND 2020 PROGRAM - PROJECT LIST

PROJECTS	2021												2022												2023												2024												2025												2026											
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ALC/1621 Additions	CONSTRUCTION												WARRANTY																																																											
Randle HS Shell Space	CONSTRUCTION																																																																							
Lamar CHS Tennis Courts	P												CONSTRUCTION																																																											
Jackson ES Playground	D												CONSTRUCTION												WARRANTY																																															
Transportion Desk Camera	P												CONSTRUCTION												WARRANTY																																															
Wessendorff MS Foundation	CD												CONSTRUCTION												WARRANTY																																															
New Police Station	P												CONSTRUCTION												WARRANTY																																															
GRHS,RJHS, FHS, LHHS, FHS, BJHS Orchestra Additions	P												CONSTRUCTION												WARRANTY																																															
Lamar CHS & Lamar JHS Re-roof	P												CONSTRUCTION												WARRANTY																																															
Pink ES, Long ES, Wessendorff MS Roofing Project	P												CONSTRUCTION												WARRANTY																																															
Dickinson ES, Campbell ES Roofing Project	P												CONSTRUCTION												WARRANTY																																															
Huggins ES Additions & Renovations	CD												CONSTRUCTION												WARRANTY																																															
Austin ES Additions & Renovations	CD												CONSTRUCTION												WARRANTY																																															
Bowie ES & Beasley ES Additions & Renovations	CD												CONSTRUCTION												WARRANTY																																															
Jackson ES Additions & Renovations	CD												CONSTRUCTION												WARRANTY																																															
Navarro MS, Meyer ES, Taylor Ray ES & Sequin ECC, New Vestibules	CD												CONSTRUCTION												WARRANTY																																															
Campbell ES, Dickinson ES & Williams ES Improvements	CD												CONSTRUCTION												WARRANTY																																															
Terry HS & George JHS Renovations	CD												CONSTRUCTION												WARRANTY																																															
IDF & MDF A/C Retrofit	CONSTRUCTION												WARRANTY																																																											
Elementary School 32	CD												CONSTRUCTION												WARRANTY																																															
Elementary School 33	CD												CONSTRUCTION												WARRANTY																																															
High School 7 & Junior High 7																									CONSTRUCTION												WARRANTY																																			

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Bass Construction (ALC)	Application # 11	\$ 603,836.15
Bass Construction (Multi-Purpose & Orchestra)	Application # 11	\$ 688,745.25
Bass Construction (Multi-Purpose & Orchestra)	Application # 12	\$ 729,193.40
Bass Construction (Multi-Purpose & Orchestra)	Application # 13	\$ 625,001.20
Corgan (Multi Campus Renovations)	Application # 15	\$ 707.77
Drymalla Construction (Lamar Complex Improvements – GMP #1)	Application # 14	\$ 217,230.14
Drymalla Construction (Lamar Complex Improvements – GMP #2)	Application # 13	\$ 1,601,706.18
Drymalla Construction (Morgan ES)	Application # 14	\$ 1,640,794.40
Drymalla Construction (Phelan ES)	Application # 3	\$ 937,359.30
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 27	\$ 141,330.55
Drymalla Construction (Terry HS/George JHS – GMP #3)	Application # 10	\$ 1,370,799.65
Drymalla Construction (Terry HS/George JHS – GMP #3)	Application # 11	\$ 1,493,058.95
EAB (Jane Long Gym)	Application # 5	\$ 3,755.00

EAB (Lamar Complex Improvements – GMP #1)	Application # 5	\$	14,470.00
EAB (Lamar Complex Improvements – GMP #1)	Application # 6	\$	3,175.00
EAB (Randle HS)	Application # 11	\$	3,015.00
EAB (Randle HS)	Application # 12	\$	14,585.00
EAB (Terry HS)	Application # 2	\$	10,700.00
EAB (Wessendorff MS)	Application # 1	\$	3,160.00
EMA (ALC)	Application # 2	\$	3,200.00
EMA (Jane Long Gym)	Application # 4	\$	1,100.00
EMA (Morgan ES)	Application # 2	\$	8,280.00
EMA (Multi-Purpose/Orchestra)	Application # 3	\$	1,300.00
EMA (Randle HS/ Wright JHS)	Application # 5	\$	3,120.00
EMA (Terry HS/George JHS)	Application # 2	\$	3,400.00
EMA (Terry HS/George JHS)	Application # 3	\$	5,100.00
ERO (IDF & MDF a/c Retrofit)	Application # 1	\$	1,108.80
Kaluza (Land - Harrison)	Application # 2	\$	7,735.00

Kaluza (Terrell ES)	Application # 1	\$	6,020.00
PBK (Austin ES)	Application # 1	\$	13,500.00
PBK (Huggins ES)	Application # 1	\$	18,900.00
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 18	\$	9,562.74
PBK Architects (Multi-Purpose/Orchestra/FHS Parking - Reim)	Application # 8	\$	1,122.44
PBK Architects (Multi-Purpose/Orchestra/FHS Parking - Reim)	Application # 9	\$	2,515.34
PBK Architects (Multi-Purpose/Orchestra/FHS Parking - Reim)	Application # 10	\$	900.00
PBK Architects (Multi-Purpose/Orchestra/FHS Parking - Reim)	Application # 11	\$	2,000.00
PBK Architects (Multi-Purpose/Orchestra/FHS Parking - Reim)	Application # 12	\$	2,250.00
PBK Architects (Orchestra Rooms)	Application # 2	\$	28,601.25
PBK (Police Station)	Application # 1	\$	1,980.00
PBK Architects (Randle HS)	Application # 34	\$	6,541.43
PBK Architects (Randle HS – Shell Space)	Application # 3	\$	546.56
PBK Architects (Vestibules)	Application # 2	\$	16,200.00
Rice & Gardner (2017 Bond Program)	Application # 30	\$	124,506.46

Rice & Gardner (2020 Bond Program)	Application # 2	\$	48,773.00
Sterling Structures (Brazos Crossing)	Application # 9	\$	38,152.53
Terracon (ALC)	Application # 12	\$	4,398.75
Terracon (Lamar Complex Improvements Package 2)	Application # 8	\$	12,159.02
Terracon (Lamar Complex Improvements Package 2)	Application # 9	\$	5,061.25
Terracon (Land - Harrison)	Application # 1	\$	3,050.00
Terracon (Phelan ES)	Application # 2	\$	13,175.01
VLK Architects (ALC)	Application # 8	\$	9,891.08
VLK Architects (ALC Additions)	Application # 1	\$	69,789.60
VLK Architects (ALC Additions)	Application # 2	\$	2,332.80
VLK Architects (ALC Additions)	Application # 3	\$	1,555.20
VLK Architects (Terry HS/George JHS)	Application # 12	\$	27,269.21
VLK Architects (Terry HS/George JHS)	Application # 13	\$	54,538.43
VLK Architects (Terry HS/George JHS – Reimbursables)	Application # 8	\$	76.31
Winning Way (Navarro MS)	Application # 2	\$	575.00

Winning Way (Ryon MS)	Application # 2	\$	675.00
Winning Way (Wessendorff MS)	Application # 2	\$	675.00

Resource persons: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director Facilities & Planning

INFORMATION ITEM: HB 547 - HOMESCHOOL FOR UIL ACTIVITIES

Under the previous University Interscholastic League (UIL) policies, home-schooled students are prohibited from participating in extracurricular activities such as sports, theater, and musical competitions in any UIL sanctioned competition.

House Bill 547 allows school districts in the state of Texas to decide whether to allow non-enrolled students to participate. Students can only participate in activities in the school near where they live.

Resource person(s): Alphonso A. Bates, Chief Service Officer
 Nikki Nelson, Director of Athletics

**DISCUSSION OF THE 2021-2022 DISTRICT IMPROVEMENT PLAN
AND CAMPUS IMPROVEMENT PLANS**

RECOMMENDATION:

That the Board of Trustees approves the 2021-2022 District Improvement Plan and Campus Improvement Plans.

IMPACT/RATIONALE:

Per Texas Education Code §11.252, the Board of Trustees is tasked to ensure that the District Improvement Plan and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. The Board must annually approve District and Campus performance goals as outlined in the plans and determine that campuses are using appropriate measures to generate success.

PROGRAM DESCRIPTION:

State and federal legislation requires all districts and campuses to develop annual District and Campus Improvement Plans to target and address student needs. All plans contain a Comprehensive Needs Assessment, which identifies priority areas in need of improvement. Based upon the developed needs assessment, campuses align goals, objectives, strategies, and resources that will be used in the current school year to improve and support student performance.

Additionally, District and Campus Improvement Plans are aligned to and support the Lamar CISD Strategic Plan. The plans serve as a blueprint for sustaining growth toward meeting increasing state accountability standards.

Upon approval, plans are posted to each campus and the district website for public review. Plans may receive minor amendments from administration throughout the school year to address continually evolving campus and student needs.

Submitted by: Dr. Terri Mossige, Chief Learning Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF PURCHASE OF CHARTER BUS SERVICES

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for charter bus services for the District.

IMPACT/RATIONALE:

This process will establish an annual contract for charter bus transportation services for field trips, band, orchestra, athletics, and other district approved activities as requested. Awarding to all vendors provides flexibility in planning when charter services may incorporate limited availability dates.

PROGRAM DESCRIPTION:

RFP #15-2021RL requested vendors to submit trip prices, safety profiles, fleet availability, bus tracking capabilities, insurance, and cleaning protocols specific to Lamar CISD. Athletics, Performing and Visual Arts, and Transportation Departments worked with the Purchasing Department on bid specifications and award recommendations.

All vendors safety records will be reviewed by Transportation and Purchasing Department staff. Safety records will be obtained through the Federal Motor Carrier Safety Administration's (FMCSA) Safety Measurement System (SMS) website.

This bid will be awarded as an annual contract with the option of renewal for four additional one- year periods, provided the Lamar CISD and the approved vendors are in mutual agreement. The procurement of these services will commence upon board approval and as services are requested by individual campuses or district groups utilizing local and activity funds.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Robert Langston, RTSBA, Director of Purchasing & Materials
Management

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF AMENDMENT NO. 1 TO RFP 12-2021RF,
THE HVAC FULL COVERAGE MAINTENANCE AND SERVICE AGREEMENT**

RECOMMENDATION:

That the Board of Trustees approve Amendment No. 1 in the amount of \$24,300 per year to the RFP 12-2021RF, Full Coverage Maintenance and Service Agreement with Texas AirSystems and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The current contract with Texas AirSystems does not include preventative maintenance for Randle High School, Wright Junior High, and the Development Center-NOC. Amendment No. 1 will add these locations to the Full Coverage Maintenance and Service Agreement.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement document to Texas AirSystems to include preventative maintenance to Randle High School, Wright Junior High, and Development Center-NOC the RFP 12-2021RF, HVAC Full Coverage Maintenance and Service Agreement.

Submitted By: Chris Juntti, Chief Operations Officer
Aaron F. Morgan, Region IV Education Service Center
Paul Gutowsky, RTSBA, ATEM, Energy Coordinator

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Amendment I to RFP 12-2021RF

HVAC Full Coverage Maintenance & Service Agreement

August 19, 2021

This Agreement is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Texas AirSystems, 12650 Directors Dr., Suite 600, Stafford, Texas 77477.

In this Agreement, the party who is contracting to receive services shall be referred to as “LCISD” and the party who will be providing the services shall be referred to as “TAS”.

Therefore the parties agree to the following:

- LCISD will pay TAS in the amount of Twenty-Four Thousand Three Hundred Dollars (\$24,300.00) per year to perform preventive maintenance at the following locations:
 - Randle High School and Wright Junior High \$21,650.00
 - Development Center - NOC \$2,650.00
- Performance of Scope of Services will correspond with RFP 12-2021, HVAC Full Coverage Maintenance & Service Agreement Documents.
- Length of the Agreement: August 1, 2021 to June 30, 2024.

Both Parties agree that the complete agreement between us about these services will consist of this RFP 12-2021, HVAC Full Coverage Maintenance & Service Agreement.

Agreed to:
Lamar Consolidated Independent School District

Agreed to:
Texas AirSystems

By: _____
Authorized Signature

By: _____
Authorized Signature

Authorized Name (print)

Authorized Name (print)

Customer Address:
Lamar Consolidated Independent School District
3911 Avenue
Rosenberg, Texas 77471
(832) 223- 0000

Contractor Address:
Texas AirSystems
12650 Directors Dr., Suite 600
Stafford, Texas 77477
(832) 342-7000



July 30, 2021

Paul Gutowsky
LCISD

Reference:
Adding Two Liebert self-contained computer room systems, with remote condensers to RFP-2021RF, for preventative maintenance only. These units are in the Development Center NOC room.

Scope of Work:

- Replace Return air filters every 90 days, or as environmental conditions dictate.
- Take oil samples for analysis.
- Clean evaporator coils.
- Clean condenser coils.
- Provide maintenance materials.
- Log operation set points.
- Provide maintenance labor.

The costs for these services will be \$2650 annually. These services will begin September 1, 2021 and will continue until the duration of the current RFP-2021RF agreement.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Scott/Sory", written over a horizontal line.

Scott/Sory
Regional Operations Manager



July 9, 2021

Paul Gutowsky
Energy Coordinator
Lamar Consolidated ISD

Reference: Randle Wright Schools Preventative Maintenance Add

Paul,

Pricing provided pertains to Randle High School and Wright Junior High and the scope of work to be performed under RFP12-2021RF.

Scope of work:

- Supply and replace all return air filters as environmental conditions dictate or every 90 days.
- Provide preventative maintenance labor and material on all HVAC equipment covered under this agreement.
- Provide vibration analysis on required HVAC equipment covered under this agreement.
- Provide oil analysis as required on all HVAC equipment covered under this agreement.

Note: Excluded from these services will be water treatment. These services are performed by others.

The cost for these services will be \$21,650. This service will begin August 1, 2021.

Regards,

Scott Sory

Scott Sory
Regional Operations Manager

**DISCUSSION OF ARCHITECT CONTRACT
FOR ELEMENTARY SCHOOL #33**

RECOMMENDATION:

That the Board of Trustees approve VLK Architects for the design of Elementary School #33 and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included Elementary School #33. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 Bond funds.

PROGRAM DESCRIPTION:

Upon approval VLK Architects will begin the design process for Elementary School #33. The school is located near Beechnut and Peek Road.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF RFP #18-2021RG FOR CONSTRUCTION MANAGEMENT AT RISK
FOR THE TERRY HIGH AND GEORGE JUNIOR HIGH SCHOOLS' ADDITIONS AND
RENOVATIONS PHASE I AND PHASE II**

RECOMMENDATION:

That the Board of Trustees approve the Request for Proposal for Construction Manager at Risk for Terry High and George Junior High schools' Phase I and Phase II additions and renovations to [REDACTED].

Phase I in the amount of \$ [REDACTED] for preconstruction services, a construction management at risk fee of [REDACTED]% and a general conditions fee of [REDACTED]%.

Phase II in the amount of \$ [REDACTED] for preconstruction services, a construction management at risk fee of [REDACTED]% and a general conditions fee of [REDACTED]%.

IMPACT RATIONALE:

On August 19, 2021 the Board of Trustees approved the Construction Management at Risk procurement method for the Terry High and George Junior High schools' Phase I and Phase II additions and renovations. Lamar CISD administration, VLK Architects, and Rice & Gardner evaluated the proposals and ranked them based on the selection criteria published in the Request for Proposals. The final recommendation from the selection committee is [REDACTED].

PROGRAM DESCRIPTION

Upon approval Drymalla Construction Company will begin the preconstruction phase in the design process for the Terry High and George Junior High schools' Phase I and Phase II additions and renovations.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF SANITARY SEWER INVESTIGATION
FOR CAMPBELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the sanitary sewer investigation for Campbell Elementary School in the amount of \$ [REDACTED].

IMPACT/RATIONALE:

The sanitary sewer investigation is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

The sanitary sewer investigation will verify the condition of existing sanitary lines under the building to determine what repairs are needed. This investigation is crucial in the design and repairs of Campbell Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND
INSPECTION FOR BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for Texas Accessibility Standards Review and Inspection for the Bernard Clifton Terrell Elementary School in the amount of \$ [REDACTED] 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. This project will be funded with available funds from the 2017 Bond Referendum.

PROGRAM DESCRIPTION:

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

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF SCHEMATIC DESIGN FOR THE LAMAR CISD POLICE STATION

RECOMMENDATION:

That the Board of Trustees approve the schematic design for the for the Lamar CISD Police Station.

IMPACT/RATIONALE:

Facilities & Planning will be presenting the schematic design for the Lamar CISD Police Station. The schematic design booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the Lamar CISD Police Station. Upon approval of the schematic design, the design development phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF DISTRICT-WIDE IPAD REFRESH

RECOMMENDATION:

That the Board of Trustees approve Apple Inc. to provide hardware, software, cases and services for the district-wide iPad Refresh project. The final cost is still in negotiations.

IMPACT/RATIONALE:

The District has approximately 8,100 aging, end-of-life devices which no longer meet District requirements and will no longer be supported by Apple. In addition, new devices require different protective cases than the models being replaced.

PROGRAM DESCRIPTION:

Apple offers these items and services through a DIR contract. This project will be funded from 2020 Bond funds dedicated to iPad refresh.

Submitted by: Chris Juntti, Chief Operations Officer
 David Jacobson, Executive Director of Technology
 Robin Stone-Loftin, Director of Technology Support Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF NETWORK FIBER CONNECTIONS

RECOMMENDATION:

That the Board of Trustees approve PS Lightwave to provide materials and services for Network Fiber Connections. The final cost is still in negotiations.

IMPACT/RATIONALE:

To strengthen the District's network, funding for a second, divergent network connection between the Rosenberg and Fulshear data centers was included in the 2020 Bond. This would allow faster connections between the two data centers, increase overall network speed, and greatly reduce the likelihood of widespread campus outages. During the creation of this path, six schools' existing fiber runs will be diverted from the Rosenberg to the Fulshear data center. Austin ES, Frost ES, Adolphus ES, Foster HS, Briscoe JH and Wertheimer MS are all physically north of the Brazos River. Currently, these campus' fiber paths cross the Brazos River which puts their network connections at greater risk for damage and network outages. Moving these connections to the Fulshear data center would negate this physical vulnerability.

PROGRAM DESCRIPTION:

PS Lightwave offers these materials and services through a Choice Partners cooperative purchasing contract. This project will be funded from 2020 Bond funds dedicated to network upgrades.

Submitted by:

Chris Juntti, Chief Operations Officer
David Jacobson, Executive Director of Technology
David Banks, Director of Network Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF WIRELESS HEAT MAP SURVEYS

RECOMMENDATION:

That the Board of Trustees approve the purchase of wireless heat map surveying services in the amount of \$177,408.00.RockIT.

IMPACT/RATIONALE:

Wireless upgrades are planned for all campuses and facilities in the 2020 bond. To ensure proper wireless coverage at each elementary school and non-campus facilities, heat map surveys need to be done to determine proper placement of wireless access points for optimal coverage. Not only does this prepare the district for daily instruction and business but also for mandatory online testing. RockIT will provide these services for \$161,280.00 plus a 10% contingency of \$16,128.00 for a total of \$177,408.00.

PROGRAM DESCRIPTION:

RockIT offers these services through a cooperative purchasing contract. This project will be paid out of 2020 Bond funds dedicated to network upgrades.

Submitted by: Chris Juntti, Chief Operations Officer
David Jacobson, Executive Director of Technology
David Banks, Director of Network Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



We have prepared a quote for you

Bus Barn Wifi

Quote # 001627
Version 1

Prepared for:

Lamar Consolidated ISD




David Banks
david.banks@lcsisd.org

▶ TIPS Contract





Quote to be used as an estimate. Quote does not include any electrical installations. LCISD will provide marked utilities prior to boring and installation.

TIPS - 200105 Technology Solutions Products and Services

Rosenberg

Description	Price	Qty	Ext. Price
Network Switch			
IE-3300-8U2X-A Catalyst IE3300 w/ 8 GE Copper (4PPoE) & 2 10G SFP, Mod, NA	\$6,988.57	4	\$27,954.28
CON-SSSNT-IEA32008 SOLN SUPP 8X5XNBD Catalyst IE3300 w/ 8 GE Copper (4PPoE)	\$5,125.04	4	\$20,500.16
IE3300-DNA-A-5Y IE 3300 DNA Advantage 5 Year Term license	\$1,258.00	4	\$5,032.00
PWR-IE480W-PCAC-L 480W AC Power Supply (Lite)	\$1,509.00	4	\$6,036.00
SFP-10G-LR Cisco 10GBase-LR SFP+ Transceiver - For Data Networking, Optical Network - 1 x LC Duplex 10GBase-LR Network10 	\$86.25	8	\$690.00
Wireless Access Point			
MR86-HW Meraki MR86 Wi-Fi 6 Outdoor AP	\$1,191.23	18	\$21,442.14
LIC-ENT-5YR Meraki MR Enterprise License, 5YR	\$217.71	18	\$3,918.78
MA-ANT-20 Meraki Dual-band Omni Antennas	\$96.76	36	\$3,483.36
Hardware Enclosure and Accessories			
STK-RACK-DINRAIL= 19" DINRAIL kit to replace STK-RACKMNT-2955=	\$82.82	4	\$331.28
OCA-P181610 CABINET OUTDOORSWITCH ENCLOSURE ASSEMBLY POLY-CARBONATE 18X16X10	\$747.26	4	\$2,989.04
OCA-PMK-26 Transition Networks Mounting Bracket for Switch Box 	\$150.50	4	\$602.00
UTP28X1RD Panduit Cat.6a UTP Patch Network Cable - 1 ft Category 6a Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - 28 AWG - Clear, Red - 1 	\$11.06	72	\$796.32

Rosenberg




Description	Price	Qty	Ext. Price
 <p>SMFIBLCLC1 StarTech.com 1m Fiber Optic Cable - Single-Mode Duplex 9/125 - LSZH - LC/LC - OS1 - LC to LC Fiber Patch Cable - Connect fiber network devices for high-speed transfers with LSZH rated cable - 1m LC Fiber Optic Cable - 1 m LC to LC Fiber Patch Cable - 1 me</p>	\$18.92	12	\$227.04
 <p>CDPP8RG IndustrialNet DIN Rail Mount Patch Panel - 8 Port(s) - 8 x RJ-45 - Rock Gray - DIN Rail Mountable</p>	\$102.81	4	\$411.24
 <p>CJ6X88TGBL Panduit Network Connector - 1 Pack - 1 x RJ-45 Female - Black</p>	\$16.82	32	\$538.24
 <p>BAS34U24V CyberPower Specialty UPS Systems - \$500000 CEG, 3YR Warranty</p>	\$316.42	4	\$1,265.68
Directional Boring			
<p>Professional Services</p> <p>555 Feet of directional boring includes safe pathway identification, cutout and back fill of concrete and 2 inch conduit installation with stub.</p>	\$16,350.87	1	\$16,350.87
Network Cabling			
<p>Professional Services</p> <p>Cabling Installation</p> <ul style="list-style-type: none"> • Includes 18 Cat6A drops and installation of WAP • TeraSPEED® Indoor/Outdoor Low Smoke Zero Halogen Riser Distribution Cable, 6 fiber single-unit • 6 Strand Single Mode LC to LC Fiber Pigtail • Corning Wall Mount Fiber Enclosure-Black • Corning 6-F Panel OS2 LC Duplex • CS44R ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) length CommPak • Commscope Uniprise 1 Port Surface Mount Box • Conduit, Unistrut, Mounting Material, Etc. 	\$38,407.84	1	\$38,407.84
Hardware Installation and Configuration			

Rosenberg




Description	Price	Qty	Ext. Price
Professional Services Consultant II – Network Infrastructure - Installation & configuration Services of Equipment listed in quote.	\$125.00	58	\$7,250.00

Subtotal: \$158,226.27

Fulshear

Description	Price	Qty	Ext. Price
Network Switch			
IE-3300-8U2X-A Catalyst IE3300 w/ 8 GE Copper (4PPoE) & 2 10G SFP, Mod, NA	\$6,988.57	4	\$27,954.28
CON-SSSNT-IEA32008 SOLN SUPP 8X5XNBD Catalyst IE3300 w/ 8 GE Copper (4PPoE)	\$5,125.04	4	\$20,500.16
IE3300-DNA-A-5Y IE 3300 DNA Advantage 5 Year Term license	\$1,258.00	4	\$5,032.00
PWR-IE480W-PCAC-L 480W AC Power Supply (Lite)	\$1,509.00	4	\$6,036.00
SFP-10G-LR Cisco 10GBase-LR SFP+ Transceiver - For Data Networking, Optical Network - 1 x LC Duplex 10GBase-LR Network10	\$86.25	8	\$690.00
			
Wireless Access Point			
MR86-HW Meraki MR86 Wi-Fi 6 Outdoor AP	\$1,191.23	20	\$23,824.60
LIC-ENT-5YR Meraki MR Enterprise License, 5YR	\$217.71	20	\$4,354.20
MA-ANT-20 Meraki Dual-band Omni Antennas	\$96.76	40	\$3,870.40
Hardware Enclosure and Accessories			
STK-RACK-DINRAIL= 19" DINRAIL kit to replace STK-RACKMNT-2955=	\$82.82	4	\$331.28
OCA-P181610 CABINET OUTDOORSWITCH ENCLOSURE ASSEMBLY POLY-CARBONATE 18X16X10	\$747.26	4	\$2,989.04
OCA-PMK-26 Transition Networks Mounting Bracket for Switch Box	\$150.50	4	\$602.00
			
UTP28X1RD Panduit Cat.6a UTP Patch Network Cable - 1 ft Category 6a Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - 28 AWG - Clear, Red - 1	\$11.06	80	\$884.80
			

Fulshear

Description	Price	Qty	Ext. Price
 <p>SMFIBLCLC1 StarTech.com 1m Fiber Optic Cable - Single-Mode Duplex 9/125 - LSZH - LC/LC - OS1 - LC to LC Fiber Patch Cable - Connect fiber network devices for high-speed transfers with LSZH rated cable - 1m LC Fiber Optic Cable - 1 m LC to LC Fiber Patch Cable - 1 me</p>	\$18.92	12	\$227.04
 <p>CDPP8RG IndustrialNet DIN Rail Mount Patch Panel - 8 Port(s) - 8 x RJ-45 - Rock Gray - DIN Rail Mountable</p>	\$102.81	4	\$411.24
 <p>CJ6X88TGBL Panduit Network Connector - 1 Pack - 1 x RJ-45 Female - Black</p>	\$16.82	32	\$538.24
 <p>BAS34U24V CyberPower Specialty UPS Systems - \$500000 CEG, 3YR Warranty</p>	\$316.42	4	\$1,265.68
Directional Boring			
<p>Professional Services</p> <p>807 Feet of directional boring includes safe pathway identification, cutout and back fill of concrete and 2 inch conduit installation with stub.</p>	\$19,988.63	1	\$19,988.63
Network Cabling			
<p>Professional Services</p> <p>Cabling Installation</p> <ul style="list-style-type: none"> • Includes 20 Cat6a drops and installation of WAP • TeraSPEED® Indoor/Outdoor Low Smoke Zero Halogen Riser Distribution Cable, 6 fiber single-unit • 6 Strand Single Mode LC to LC Fiber Pigtail • Corning Wall Mount Fiber Enclosure-Black • Corning 6-F Panel OS2 LC Duplex • CS44R ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) length CommPak • Commscope Uniprise 1 Port Surface Mount Box • Conduit, Unistrut, Mounting Material, Etc. 	\$39,364.94	1	\$39,364.94
Hardware Installation and Configuration			



Fulshear

Description	Price	Qty	Ext. Price
Professional Services Consultant II – Network Infrastructure - Installation & configuration Services of Equipment listed in quote.	\$125.00	58	\$7,250.00

Subtotal: **\$166,114.53**

Bus Barn Wifi

Prepared by:

RockIT Consulting LLC.

Nicky Stavinoha
832-723-9732
nstavinoha@rockit-consulting.com



Prepared for:

Lamar Consolidated ISD

3911 Avenue I
Rosenberg, TX 77471
David Banks
(832) 600-3505
david.banks@lcisd.org

Quote Information:

Quote #: 001627

Version: 1
Delivery Date: 30/08/2021
Expiration Date: 02/09/2021


Quote Summary

Description	Amount
Rosenberg	\$158,226.27
Fulshear	\$166,114.53
Total:	\$324,340.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RockIT Consulting LLC.

Lamar Consolidated ISD

Signature: 
Name: Nicky Stavinoha
Title: Senior Sales / Account Manager
Date: 30/08/2021

Signature: _____
Name: David Banks
Date: _____

DISCUSSION OF TRANSPORTATION WIRELESS UPGRADES

RECOMMENDATION:

That the Board of Trustees approve the purchase of network hardware and services in the amount of \$356,774.88 RockIT.

IMPACT/RATIONALE:

As part of the 2020 bond, Transportation is upgrading the camera system in all buses. This new system requires wireless connectivity to download video and make it available to campuses in a very timely manner. In the Technology portion of the 2020 bond is funding for the wireless infrastructure to support this.

The project includes for both the Rosenberg and Fulshear Transportation Centers: 20 wireless access points, four network switches, fiber cabling, and power. All equipment will be special models “ruggedized” for this type of deployment. RockIT will provide these services for \$324,340.80 plus a 10% contingency of \$32,434.08 for a total of \$356,774.88.

PROGRAM DESCRIPTION:

RockIT offers these services through a cooperative purchasing contract. This project will be paid out of 2020 Bond funds dedicated to network upgrades.

Submitted by:

Chris Juntti, Chief Operations Officer
David Jacobson, Executive Director of Technology
David Banks, Director of Network Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



We have prepared a quote for you

Bus Barn Wifi

Quote # 001627
Version 1

Prepared for:

Lamar Consolidated ISD



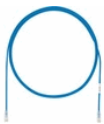
David Banks
david.banks@lcsisd.org

TIPS Contract





Quote to be used as an estimate. Quote does not include any electrical installations. LCISD will provide marked utilities prior to boring and installation.

TIPS - 200105 Technology Solutions Products and Services

Rosenberg

Description	Price	Qty	Ext. Price
Network Switch			
IE-3300-8U2X-A Catalyst IE3300 w/ 8 GE Copper (4PPoE) & 2 10G SFP, Mod, NA	\$6,988.57	4	\$27,954.28
CON-SSSNT-IEA32008 SOLN SUPP 8X5XNBD Catalyst IE3300 w/ 8 GE Copper (4PPoE)	\$5,125.04	4	\$20,500.16
IE3300-DNA-A-5Y IE 3300 DNA Advantage 5 Year Term license	\$1,258.00	4	\$5,032.00
PWR-IE480W-PCAC-L 480W AC Power Supply (Lite)	\$1,509.00	4	\$6,036.00
SFP-10G-LR Cisco 10GBase-LR SFP+ Transceiver - For Data Networking, Optical Network - 1 x LC Duplex 10GBase-LR Network10	\$86.25	8	\$690.00
			
Wireless Access Point			
MR86-HW Meraki MR86 Wi-Fi 6 Outdoor AP	\$1,191.23	18	\$21,442.14
LIC-ENT-5YR Meraki MR Enterprise License, 5YR	\$217.71	18	\$3,918.78
MA-ANT-20 Meraki Dual-band Omni Antennas	\$96.76	36	\$3,483.36
Hardware Enclosure and Accessories			
STK-RACK-DINRAIL= 19" DINRAIL kit to replace STK-RACKMNT-2955=	\$82.82	4	\$331.28
OCA-P181610 CABINET OUTDOORSWITCH ENCLOSURE ASSEMBLY POLY-CARBONATE 18X16X10	\$747.26	4	\$2,989.04
OCA-PMK-26 Transition Networks Mounting Bracket for Switch Box	\$150.50	4	\$602.00
			
UTP28X1RD Panduit Cat.6a UTP Patch Network Cable - 1 ft Category 6a Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - 28 AWG - Clear, Red - 1	\$11.06	72	\$796.32
			

Rosenberg




Description	Price	Qty	Ext. Price
SMFIBLCLC1  StarTech.com 1m Fiber Optic Cable - Single-Mode Duplex 9/125 - LSZH - LC/LC - OS1 - LC to LC Fiber Patch Cable - Connect fiber network devices for high-speed transfers with LSZH rated cable - 1m LC Fiber Optic Cable - 1 m LC to LC Fiber Patch Cable - 1 me	\$18.92	12	\$227.04
CDPP8RG  IndustrialNet DIN Rail Mount Patch Panel - 8 Port(s) - 8 x RJ-45 - Rock Gray - DIN Rail Mountable	\$102.81	4	\$411.24
CJ6X88TGBL  Panduit Network Connector - 1 Pack - 1 x RJ-45 Female - Black	\$16.82	32	\$538.24
BAS34U24V  CyberPower Specialty UPS Systems - \$500000 CEG, 3YR Warranty	\$316.42	4	\$1,265.68
Directional Boring			
Professional Services 555 Feet of directional boring includes safe pathway identification, cutout and back fill of concrete and 2 inch conduit installation with stub.	\$16,350.87	1	\$16,350.87
Network Cabling			
Professional Services Cabling Installation <ul style="list-style-type: none"> • Includes 18 Cat6A drops and installation of WAP • TeraSPEED® Indoor/Outdoor Low Smoke Zero Halogen Riser Distribution Cable, 6 fiber single-unit • 6 Strand Single Mode LC to LC Fiber Pigtail • Corning Wall Mount Fiber Enclosure-Black • Corning 6-F Panel OS2 LC Duplex • CS44R ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) length CommPak • Commscope Uniprise 1 Port Surface Mount Box • Conduit, Unistrut, Mounting Material, Etc. 	\$38,407.84	1	\$38,407.84
Hardware Installation and Configuration			

Rosenberg





Description	Price	Qty	Ext. Price
Professional Services Consultant II – Network Infrastructure - Installation & configuration Services of Equipment listed in quote.	\$125.00	58	\$7,250.00

Subtotal: \$158,226.27

Fulshear

Description	Price	Qty	Ext. Price
Network Switch			
IE-3300-8U2X-A Catalyst IE3300 w/ 8 GE Copper (4PPoE) & 2 10G SFP, Mod, NA	\$6,988.57	4	\$27,954.28
CON-SSSNT-IEA32008 SOLN SUPP 8X5XNBD Catalyst IE3300 w/ 8 GE Copper (4PPoE)	\$5,125.04	4	\$20,500.16
IE3300-DNA-A-5Y IE 3300 DNA Advantage 5 Year Term license	\$1,258.00	4	\$5,032.00
PWR-IE480W-PCAC-L 480W AC Power Supply (Lite)	\$1,509.00	4	\$6,036.00
SFP-10G-LR Cisco 10GBase-LR SFP+ Transceiver - For Data Networking, Optical Network - 1 x LC Duplex 10GBase-LR Network10	\$86.25	8	\$690.00
			
Wireless Access Point			
MR86-HW Meraki MR86 Wi-Fi 6 Outdoor AP	\$1,191.23	20	\$23,824.60
LIC-ENT-5YR Meraki MR Enterprise License, 5YR	\$217.71	20	\$4,354.20
MA-ANT-20 Meraki Dual-band Omni Antennas	\$96.76	40	\$3,870.40
Hardware Enclosure and Accessories			
STK-RACK-DINRAIL= 19" DINRAIL kit to replace STK-RACKMNT-2955=	\$82.82	4	\$331.28
OCA-P181610 CABINET OUTDOORSWITCH ENCLOSURE ASSEMBLY POLY-CARBONATE 18X16X10	\$747.26	4	\$2,989.04
OCA-PMK-26 Transition Networks Mounting Bracket for Switch Box	\$150.50	4	\$602.00
			
UTP28X1RD Panduit Cat.6a UTP Patch Network Cable - 1 ft Category 6a Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - 28 AWG - Clear, Red - 1	\$11.06	80	\$884.80
			

Fulshear

Description	Price	Qty	Ext. Price
 <p>SMFIBLCLC1 StarTech.com 1m Fiber Optic Cable - Single-Mode Duplex 9/125 - LSZH - LC/LC - OS1 - LC to LC Fiber Patch Cable - Connect fiber network devices for high-speed transfers with LSZH rated cable - 1m LC Fiber Optic Cable - 1 m LC to LC Fiber Patch Cable - 1 me</p>	\$18.92	12	\$227.04
 <p>CDPP8RG IndustrialNet DIN Rail Mount Patch Panel - 8 Port(s) - 8 x RJ-45 - Rock Gray - DIN Rail Mountable</p>	\$102.81	4	\$411.24
 <p>CJ6X88TGBL Panduit Network Connector - 1 Pack - 1 x RJ-45 Female - Black</p>	\$16.82	32	\$538.24
 <p>BAS34U24V CyberPower Specialty UPS Systems - \$500000 CEG, 3YR Warranty</p>	\$316.42	4	\$1,265.68
Directional Boring			
<p>Professional Services</p> <p>807 Feet of directional boring includes safe pathway identification, cutout and back fill of concrete and 2 inch conduit installation with stub.</p>	\$19,988.63	1	\$19,988.63
Network Cabling			
<p>Professional Services</p> <p>Cabling Installation</p> <ul style="list-style-type: none"> • Includes 20 Cat6a drops and installation of WAP • TeraSPEED® Indoor/Outdoor Low Smoke Zero Halogen Riser Distribution Cable, 6 fiber single-unit • 6 Strand Single Mode LC to LC Fiber Pigtail • Corning Wall Mount Fiber Enclosure-Black • Corning 6-F Panel OS2 LC Duplex • CS44R ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) length CommPak • Commscope Uniprise 1 Port Surface Mount Box • Conduit, Unistrut, Mounting Material, Etc. 	\$39,364.94	1	\$39,364.94
Hardware Installation and Configuration			



Fulshear

Description	Price	Qty	Ext. Price
Professional Services Consultant II – Network Infrastructure - Installation & configuration Services of Equipment listed in quote.	\$125.00	58	\$7,250.00

Subtotal: **\$166,114.53**

Bus Barn Wifi

Prepared by:

RockIT Consulting LLC.

Nicky Stavinoha
832-723-9732
nstavinoha@rockit-consulting.com



Prepared for:

Lamar Consolidated ISD

3911 Avenue I
Rosenberg, TX 77471
David Banks
(832) 600-3505
david.banks@lcisd.org

Quote Information:

Quote #: 001627

Version: 1
Delivery Date: 30/08/2021
Expiration Date: 02/09/2021


Quote Summary

Description	Amount
Rosenberg	\$158,226.27
Fulshear	\$166,114.53
Total:	\$324,340.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RockIT Consulting LLC.

Lamar Consolidated ISD

Signature: 
Name: Nicky Stavinoha
Title: Senior Sales / Account Manager
Date: 30/08/2021

Signature: _____
Name: David Banks
Date: _____

DISCUSSION OF RATIFICATION OF QUARTERLY INVESTMENT REPORT

JUNE 1, 2021 THROUGH AUGUST 31, 2021

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending August 31, 2021.

IMPACT/RATIONALE:

This report is required by state law and local policy CDA and includes all the pertinent information regarding the District's current investments. Investment officers for the District will be present at the meeting to answer any questions about the report and the District's cash and investment position.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Yvonne Dawson, RTSBA, Director of Budget and Treasury
Michele Reynolds, CPA, Director of Finance

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF RATIFICATION OF FINANCIAL AND INVESTMENT
REPORTS – OCTOBER 2021**

RECOMMENDATION:

That the Board of Trustees ratify the Financial and Investment Reports as presented for the month ending September 30, 2021.

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 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 approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF BUDGET AMENDMENT REQUESTS – OCTOBER 2021

RECOMMENDATION:

That the Board of Trustees consider approval of budget amendment requests submitted between September 1, 2021 and the date of board agenda preparation for the October 2021 meeting.

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 17.0)

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Yvonne Dawson, RTSBA, Director of Budget and Treasury

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PARENT INVOLVEMENT WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming November 15 - 19, 2021 as "Parent Involvement Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Parent involvement is a key component in our District and campus action plans. According to research in the area of family-school partnerships, parent involvement in education positively impacts student achievement.

Knowing that parent involvement is a key to improving student achievement, proclaiming November 15 - 19, 2021 as Parent Involvement Week provides the community with a clear statement that parent involvement is valued and very important in Lamar CISD. Special events for parents through on campus and virtual means is encouraged during the month of November.

PROGRAM DESCRIPTION:

Celebrating parental involvement in schools began with the Greater Houston Partnership's Business Promise Council in 1994 and has since become a tradition for LCISD. In addition to campus events, each campus is encouraged to develop a shared responsibility between educators and parents to ensure a quality education for all children.

Submitted by: Dr. Terri Mossige, Chief Learning Officer

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, parent and family involvement in the lives of children is critical to their success; and

Whereas, extensive research has shown parental involvement in education increases the likelihood of student success and is critical to students' achieving high levels of academic achievement and performance; and

Whereas, the objectives of Parent Involvement Week are to promote a greater knowledge of the efforts being made in the District to encourage parental involvement in education, to provide a greater awareness of the parent/family involvement activities and resources that are available to parents and families of school-aged children, and to promote a greater understanding of the responsibilities shared by parents, schools and the community to ensure high student achievement; and

Whereas, Parent Involvement Week will bring greater awareness of the importance of parent and family involvement in the schools;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the week of November 15 - 19, 2021 to be "Parent Involvement Week" in Lamar Consolidated Independent School District.

Adopted this 19th day of October 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

DISCUSSION OF PURCHASE OF FLEET EQUIPMENT SUPPLIES AND RELATED ITEMS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

RFP #16-2021RL requested that vendors supply discounted catalog percentages, applicable labor rate(s), shipping costs, web catalog addresses and ordering specifics to Lamar CISD for the following categories:

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

Vendors will be utilized for the diverse bus and light duty fleet vehicle needs across the district. This award will be designed as an annual contract with automatic renewals for four additional one-year periods if Lamar CISD and the approved vendors are in mutual agreement.

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

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Robert Langston, RTSBA, Director of Purchasing and Materials Management
Chris Juntti, Chief Operations Officer
Mike Jones, Director of Transportation

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF PURCHASE OF ATHLETIC AND TRAINER SUPPLIES

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for athletic and trainer supplies (and related items) for the District.

IMPACT/RATIONALE:

Pursuant to RFP #17-2021RL, purchases shall be made by campuses and departments for various athletic and trainer supplies. This type of award is beneficial to the District as it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

- Sports Equipment & Supply - Various Sports
- Fitness Equipment & Supply - Middle School Games
- Coaching Gear
- Athletic Storage Equipment
- Trainer Supply & Equipment
- Gymnasium Equipment & Supply
- Athletic, Trainer Related Supply
- Non-specific category

Vendors will be utilized for the diverse instructional needs across the District. This proposal will be awarded for one year with four automatic one-year renewal options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual term.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Robert Langston, RTSBA, Director of Purchasing & Materials Management

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT
FOR BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the design development for Bernard Clifton Terrell Elementary School as presented.

IMPACT/RATIONALE:

VLK Architects is the architect of record for the design of the Bernard Clifton Terrell Elementary School. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the Bernard Clifton Terrell Elementary School. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF GEOTECHNICAL STUDY FOR
BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the geotechnical study for the Bernard Clifton Terrell Elementary School in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. [REDACTED] has been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the Bernard Clifton Terrell Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF THIRD-PARTY REVIEW AND INSPECTION
FOR BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for Third-Party Review and Inspection for Bernard Clifton Terrell Elementary School in the amount of \$ [REDACTED].

IMPACT/RATIONALE:

Third-Party Review and Inspection is a professional service that the District must contract directly. These funds are allocated from within the 2017 Bond funds.

PROGRAM DESCRIPTION:

TEA Code Compliance Review and Report is required in order to verify the plans comply with TEA Chapter 61 Standards.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR
BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as additional commissioning for Bernard Clifton Terrell Elementary School in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the district must contract directly. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016 must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment. New requirements include: energy recovery systems on chillers and ventilation systems, lower electrical usage that can be achieved utilizing LED lighting, and post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF PROFESSIONAL SURVEYING SERVICES
FOR ELEMENTARY SCHOOL #33**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for Professional Survey and Platting services for Elementary School #33 in the amount of \$ [REDACTED] and allow the Board President to execute the agreement.

IMPACT/RATIONALE:

The survey and plat information is crucial for the design and construction of Elementary School #33. This is a service that the District must contract directly. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval [REDACTED] will provide the required documents for the design of Elementary School #33.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF PROFESSIONAL SURVEYING SERVICES
FOR ELEMENTARY SCHOOL #34**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for Professional Survey and Platting services for Elementary School #34 in the amount of \$ [REDACTED] and allow the Board President to execute the agreement.

IMPACT/RATIONALE:

The survey and plat information is crucial for the design and construction of Elementary School #34. This is a service that the District must contract directly. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval [REDACTED] will provide the required documents for the design of Elementary School #34.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT FOR THE DICKINSON ELEMENTARY,
CAMPBELL ELEMENTARY, AND WILLIAMS ELEMENTARY SCHOOLS'
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Dickinson Elementary, Campbell Elementary, and Williams Elementary schools' additions and renovations as presented by Joiner Architects, Inc.

IMPACT/RATIONALE:

Joiner Architects, Inc. will be presenting the design development for the Dickinson Elementary, Campbell Elementary, and Williams Elementary schools' additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020, Lamar CISD passed a bond issue that included the Dickinson Elementary, Campbell Elementary, and Williams Elementary schools' additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent