

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, November 15, 2018

7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
NOVEMBER 15, 2018
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
 - A. Fulshear FFA Public Relations Team
 - B. Wertheimer - "Learning in the Library"
 - C. Character Counts Recognition and Report
4. Recognitions/awards
 - A. Jackson Elementary - National Blue Ribbon School
 - B. National Bell Award Recipient
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. October 16, 2018 - Special Meeting (Workshop) 7
 - B. October 18, 2018 - Regular Board Meeting 10
8. Board members reports
 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
10. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of the 2019-2020 student course selection catalog 16
 2. Consider approval of District Instructional Materials Adoption Committee 19
 - B. **Goal: Planning**
 1. Consider approval of budget amendment requests 21
 2. Consider ratification of Financial and Investment Reports 23
 3. Consider ratification of donations to the District, including, but not limited to: 27
 - a. Adolphus Elementary School
 - b. Frost Elementary School
 - c. Fulshear High School

d. Hubenak Elementary School	
e. Ryon Middle School	
f. Terry High School	
4. Consider adoption of revision GE(LOCAL) to specify relations with parent organizations	28
5. Consider approval of geotechnical study for the Traylor Stadium track replacement	34
6. Consider approval of geotechnical study for the Foster High School track and synthetic turf project	44
7. Consider approval of geotechnical study for the Fulshear High School synthetic turf project	55
8. Consider approval of geotechnical study for the George Ranch High School synthetic turf project	67
9. Consider approval of geotechnical study for the Terry High School synthetic turf project	78
10. Consider approval of geotechnical study for High School #6 and Junior High School #6	90
11. Consider approval of professional surveying services for the Fulshear High School synthetic turf project	104
12. Consider approval of professional surveying services for the Foster High School track and synthetic turf project	109
13. Consider approval of professional surveying services for the George Ranch High School synthetic turf project	114
14. Consider approval of professional surveying services for the Terry High School synthetic turf project	119
15. Consider approval of architect contract for the Lamar Consolidated High School complex project	124
16. Consider approval of architect contract	125
17. Consider approval of procurement method for the 2017 Bond projects	126
18. Consider approval of deductive change order #1 and final payment for the Foster High School water plant	128
19. Consider approval of deductive change order #1 and final payment for the Austin Elementary roof replacement	131
20. Consider approval of professional topographic surveying and platting services for Tamarron Elementary School	134
21. Consider approval of CenterPoint Energy gas development fees for Culver Elementary School	138
22. Consider approval of deductive change order #1 and final payment to Jamail & Smith Construction for band additions at Lamar Consolidated and Terry high schools	140
23. Consider approval of deductive change order #1 and final payment for the Fulshear High School shell space	144

24. Consider approval of architect contract for the Child Nutrition renovations	147
25. Consider approval of change order #1 and final payment for Carter Elementary School	148
26. Consider approval of ranking of Construction Manager-Agent (CMA)	151
C. Goal: Personnel	
1. Consider approval of new appraisers for teaching staff	152
11. INFORMATION ITEMS	
A. Goal: Instructional	
1. The Lamar Consolidated Independent School District Affiliated Community Organization Manual	153
B. Goal: Planning	
1. Strategic Planning	154
2. Tax Collection Report	155
3. Payments for Construction Projects	161
4. Bond Update	
a. 2014	164
b. 2017	173
5. Projects funded by 2011 available bond funds	175
6. Board Training Curriculum	176
12. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	177
a. Approval of personnel recommendations for employment of professional personnel	
b. Employment of professional personnel (Information)	178
c. Employee resignations and retirements (Information)	181
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school finance litigation	

RECONVENE IN OPEN SESSION

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

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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


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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 9th day of November 2018 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

School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.


Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 16th day of October 2018, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Leslie Haack	Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Mike Rockwood	Chief of Staff
Valerie Vogt	Chief Academic Officer
David Jacobson	Chief Technology Information 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 October 18th Regular Board Meeting Agenda Items

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

10. ACTION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Consider approval of the 2018-2019 District Improvement Plan and Campus Improvement Plans

The plans were presented to the Board.

Ms. Roberts asked Dr. Bowen if the software purchase a couple of years ago has some of these abilities of being more efficient, or do we have to look at something different. Dr. Bowen said they are currently utilizing the software, they are considering adding more.

Mr. Steenberg said he likes this approach and appreciated it being tied to Dr. Randle's Smart Goals. He thinks this is a lot more focused from previous years.

Dr. Harrell was impressed with all the security items that have been talked about just since the summer.

Ms. Kaminski asked why every school does not use the same data source review. For example, one junior high used the STAAR Algebra data accountability report and discipline reports, but another one did not. Ms. Vogt said each campus has a different footprint and achievement areas that they need to grow. One campus may use Algebra because it sees some skill gaps, another campus may need to work on safeguards. Ms. Kaminski said she is hearing parents say they should be judged the same. Dr. Randle said that the data they are probably looking at really is the same across the board, like STAAR results. The success of the campus will be different because math may be being improved on one campus where writing is on a different campus. This is something that needs to be discussed with the parents to be more specific of what they are wanting to look at. Ms. Kaminski asked for clarification on Approaches, Meets, and Masters. Ms. Vogt said Approaches is when you have enough knowledge to move onto the next grade, this would be similar to a C. Meets is when you have met grade level expectations, this is similar to a B. Masters is you have mastered all of the objectives and materials, this is similar to an A.

Mr. Steenberg said he got the impression that our Special Education has a large gap across most of the District and wonders what we are doing to fix it. Ms. Vogt said that was correct and Ms. Marchena said this is addressed in the District Plan.

10. B GOAL: PLANNING

10. B-2 Consider approval of budget amendment requests

Ms. Kaminski asked about the fourth budget amendment for funds donated by outside parties. Ms. Ludwig said each year we receive donations and they are encouraged to spend the funds within the year the donation is accepted, but sometimes that does not occur, then the funds are rolled to the next year.

Minutes of Special Board Meeting October 16, 2018 – page 17

- 10. B-8** **Consider approval of architect contract for the High School football turf fields and the Foster Athletic Facility improvements**

Dr. Harrell asked if the timeframe has a minimal impact on activities. Mr. McKeever said they are looking at starting during the April/May timeframe and will work over the summer.

3. AUDIENCE TO PATRONS

None

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider employment of Director of Network Services
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 convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 7:15 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kathryn Kaminski
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 18th day of October 2018, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

James Steenbergen	President
Kay Danziger	Vice President
Kathryn Kaminski	Secretary
Tyson Harrell	Member
Joe Hubenak	Member
Melisa Roberts	Member

Members Absent:

Mandi Bronsell	Member
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Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

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3. STUDENT REPORTS – MAKE A CHANGE

Ellery Davis and Samantha Kolts from Lamar Junior High School presented Dominique Austin from Tackles 4 Cancer a check for \$30,189.47.

4. RECOGNITIONS/AWARDS

None

5. INTRODUCTIONS

None

6. AUDIENCE TO PATRONS

None

7. APPROVAL OF MINUTES

A. SEPTEMBER 13, 2018 - SPECIAL MEETING

It was moved by Ms. Kaminski and seconded by Ms. Danziger that the Board of Trustees approve the minutes of the September 13, 2018 Special Meeting. The motion carried unanimously.

B. SEPTEMBER 18, 2018 - SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Roberts and seconded by Dr. Harrell that the Board of Trustees approve the minutes of the September 18, 2018 Special Meeting (Workshop). The motion carried unanimously.

C. SEPTEMBER 18, 2018 - SPECIAL MEETING

It was moved by Mr. Hubenak and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of the September 18, 2018 Special Meeting. The motion carried unanimously.

D. SEPTEMBER 20, 2018 - REGULAR BOARD MEETING

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the minutes of the September 20, 2018 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee met and reported the status of projects in the District. She attended the McNeill Elementary National Honor Society ceremony. She attended the Foster play and plans to attend the others.

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

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Mr. Steenbergen mentioned that several board members have attended some of the Listening Tour sessions. He said it is interesting to see what people have to say.

8. SUPERINTENDENT REPORTS

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

Dr. Randle said the Houston Chronicle had an article that identified high schools and how well they are transitioning students for college, specifically Ivy League Schools. He said Foster High School was ranked number seven in the state.

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A.2; 10. B-1 – 10. B-14; 10. C-1 – 10. C-2; and 10. D-1.

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

10. A GOAL: INSTRUCTIONAL

10. A-1 Approval the 2018-2019 District Improvement Plan and Campus Improvement Plans

Approve the 2018-2019 District Improvement Plan and Campus Improvement Plans.

10. A-2 Approval of master Interlocal Agreement with Region 10 Education Service Center for products and services related to Eduphoria

Approved the renewal agreement for Eduphoria Premium Suite subscription services through Region 10 Education Service Center and authorized the Superintendent to execute the service agreement/interlocal agreement as well as subsequent service renewal agreements/interlocal agreements related to this service. (See inserted pages 20-A – 20-B.)

10. B GOAL: PLANNING

10. B-1 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending August 31, 2018. (See inserted pages 20-C – 20-H.)

10. B-2 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

10. B-3 Approval of budget amendment requests

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

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**10. B-4 Approval of resolution proclaiming:
a. Parent Involvement Week**

Approved the attached resolution proclaiming November 12 – 16, 2018 as “Parent Involvement Week” in the Lamar Consolidated Independent School District. (See inserted page 21-A.)

10. B-5 Approval of procurement method

Approved the procurement method and authorized the administration to utilize competitive sealed proposals (CSP) as the construction procurement method, with the evaluation criteria attached for the Traylor Stadium and Foster High track replacement and high school synthetic turf fields (Foster High, George Ranch High, Terry High, and Fulshear High).

10. B-6 Approval of MUD No. 5 agreements and fees for Culver Elementary School

Approved the capacity agreement, application, meters and inspection fees of the Fort Bend County MUD No. 5 for Culver Elementary School and approved the payment in the amount of \$45,726. (See inserted pages 21-B – 21-C.)

10. B-7 Approval of procurement method for Child Nutrition serving lines

Approved cooperative purchasing agreement as the procurement method for Child Nutrition serving lines.

10. B-8 Approval of architect contract for the High School football turf fields and the Foster Athletic Facility improvements

Approved PBK Sports for the design of high school football turf fields and the Foster High School athletic improvements and authorized the Superintendent to begin contract negotiations.

10. B-9 Approval of architect contract for Fletcher Morgan Jr. Elementary School

Approved VLK Architects for the design of Fletcher Morgan Jr. Elementary School and allow the Superintendent to begin contract negotiations.

10. B-10 Approval of architect contract for Tamarron Elementary School

Approved VLK Architects for the design of Tamarron Elementary School and allow the Superintendent to begin contract negotiations.

10. B-11 Approval of architect contract for the Traylor Stadium track replacement

Approved PBK Sports for the design of the Traylor Stadium track replacement and authorized the Superintendent to begin contract negotiations.

10. B-12 Approval of Fort Bend County MUD #162 annexation

Approved the Petition for Annexation into the Fort Bend County Municipal Utility District #162 of a 130-acre tract and deposit of \$25,000 for annexation costs. (See inserted pages 21-D – 21-I.)

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10. B-13 Approval of professional surveying services for the new High School #6 and Junior High School #6 projects

Approved Kelly R. Kaluza & Associates, Inc. for professional survey and plat work in the amount of \$19,875 and allow the Board President to execute the agreement. (See inserted pages 22-A – 22-C.)

10. B-14 Approval of Amendment #6 to RFQuote #18-2016LN the HVAC Full Coverage Maintenance and Service Agreement

Approved Amendment #6 in the amount of \$21,600 to the RFQuote #18-2016LN Full Coverage Maintenance and Service Agreement with Texas AirSystems and authorized the Board President to execute the agreement. (See inserted page 22-D.)

10. C GOAL: TECHNOLOGY

10. C-1 Approval of email security

Approved Solid Border for the purchase of Proofpoint advanced email security and professional services in the amount of \$109,725.

10. C-2 Approval of Uninterruptable Power Supply purchase

Approved the purchase of an Uninterruptable Power Supply (UPS) and installation services from Micro Integration through an approved cooperative purchasing contract for an amount not to exceed \$80,000.

10. D GOAL: PERSONNEL

10. D-1 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).

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-1 Strategic Planning

11. A-2 Tax Collection Report

11. A-3 Payments for Construction Projects

11. A-4 Bond Update
a. 2014
b. 2017

11. A-5 Projects funded by 2011 available bond funds

11. A-6 2018-2019 Attendance Boundary Committee

11. A-7 Pre-Kindergarten

Ms. Vogt and Ms. Stewart presented.

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider employment of Director of Network Services
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.

ACTION ON CLOSED SESSION

12. A-1(d) Consider employment of Director of Network Services

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve the recommendation of David Banks as the Director of Network Services. The motion carried unanimously.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

Plays/Musicals

ADJOURNMENT

The meeting adjourned at 7:42 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kathryn Kaminski
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE
2019-2020 STUDENT COURSE SELECTION CATALOG**

RECOMMENDATION:

That the Board of Trustees approve the 2019-2020 Student Course Selection Catalog.

IMPACT/RATIONALE:

The Student Course Selection Catalog is given to each secondary student in the Lamar Consolidated Independent School District. It is a document that provides important information for planning the student's future course of study. Students, parents, counselors, and teachers utilize the guide.

PROGRAM DESCRIPTION:

The Student Course Selection Catalog is a publication that is produced for all middle school, junior high school, and high school students. The catalog contains graduation requirements, information about class rank, special programs such as gifted and talented and special education, and a comprehensive description of course offerings. The catalog is updated yearly to include new courses and to identify deleted courses that will no longer be offered. The proposed 2019-2020 Student Course Selection Catalog with changes, additions, and deletions will be provided under separate cover. Major additions and deletions are attached.

Submitted By: Valerie Vogt, Chief Academic Officer
Dr. Theresa Mossige, Assistant Superintendent of Secondary Education
Dr. Jonathan Maxwell, Executive Director of Student Programs
Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

2019-2020 Course Selection Catalog
Major Additions and Deletions

Page	Section/Course	Comment
2-3	Inclusion of Lone Star College Courses	Expansion of Dual Credit courses
9-10	Updated courses	TEA requirement change
12	Updated as per HB5	TEA requirement change
15	New Course streams	New courses for 2019-2020
16	New Course streams	New courses for 2019-2020
17	Removal of course stream	Revision of current course stream
17	New Course streams	New courses for 2019-2020
21	Updating courses	Nomenclature change
22-23	Dual Credit addition	New courses for 2019-2020
24	Business English	New course for 2019-2020
27-28	Dual Credit addition	New courses for 2019-2020
29	Course update	TEA requirement change
30-33	Dual Credit addition	New course for 2019-2020
34	CTE Course addition	HB5 Update
35-37	Dual Credit addition	New course for 2019-2020
41	LOTE update	TEA requirement change
41-45	Fine Art Courses	New course for 2019-2020
42	Dual Credit addition	New course for 2019-2020
49	ESL Course deletion	TEA requirement change
50	Course updates	Alignment with new course stream
52	Course description revision	CTE Update
53	New CTE Horticultural Course Stream	NEW CTE Courses
53	New CTE Process Technology Course Stream	NEW CTE Courses
54	Course description revision	CTE Update
55	Course description revision	CTE Update
56	Course description revision	CTE Update
57	Course description revision	CTE Update
57	CTE Course addition	CTE Update
58	Course description revision	CTE Update
58	CTE Course addition	CTE Update

Page	Section/Course	Comment
60	Course stream deletion	CTE Update
61	Course description revision	CTE Update
62	CTE Course addition	CTE Update
62	Course description revision	CTE Update
63	Course description revision	CTE Update
64	CTE Course addition	CTE Update
65	CTE Course addition	CTE Course addition
66	Course description revision	CTE Update
67	Dual Credit addition	NEW CTE Courses
67	CTE Course addition	CTE Course addition
68	Course description revision	CTE Update
69	Course description revision	CTE Update
71	Dual Credit addition	New Dual credit course
72	CTE Course addition	CTE Course addition
73	Instructional Program Updates	Clarifying updates
75	Programs for Students with Significant Cognitive Disabilities	Clarifying updates
79	Junior High Overview	Clarifying updates
80	ESL Course updates	TEA requirement change
81	ESL Course updates	TEA requirement change
82	ESL Course updates	TEA requirement change
83	New PE course	New course
86	Course removal	JH course update
86	LOTE updated course	JH course update
87	LOTE updated course	JH course update
90	ESL Course updates	TEA requirement change

**CONSIDER APPROVAL OF DISTRICT
INSTRUCTIONAL MATERIALS ADOPTION COMMITTEE**

RECOMMENDATION:

That the Board of Trustees approve the District Instructional Materials Adoption Committee members as submitted.

IMPACT/RATIONALE:

School Board Policy EFAA (LOCAL) requires that the Board approve a committee made up of one representative from each campus containing grade-levels or subjects for which there are books up for adoption. The committee is to be chaired by the Superintendent of Schools or designee.

This year the District will be adopting the following categories of instructional materials:

- English Language Arts and Reading, Grades K-8
- Spelling, Grades 1-6 (English)
- Spelling, Grades 1-6 (Spanish)
- Handwriting, Grades K-5 (English)
- Handwriting, Grades K-5 (Spanish)
- Spanish Language Arts and Reading, Grades K-5
- English Learners Language Arts, Grades 7-8
- Personal Financial Literacy

A sample of all instructional materials being considered by the Instructional Materials Committee will be available for the public's examination at all appropriate campuses.

Subcommittees of teachers and administrators will assist in this adoption so that all teachers throughout the District will have ample opportunities to study the instructional materials being considered for adoption and provide input during the selection process.

Submitted by: Valerie Vogt, Chief Academic Officer
Katie Marchena-Roldan, Executive Director of Teaching & Learning
Theresa Gage, District Elementary ELAR Coordinator
Julie McGuane, District Secondary ELAR Coordinator
Kevin McCune, District Social Studies Coordinator
Gloria Stewart-Kooper, ALP Director

Recommended for approval:



Dr. Thomas Randle
Superintendent

Elementary ELAR and SLAR Instructional Materials Adoption Committee

Carolyn Hubbell	Teacher	Gabriela Ivon	Teacher
Katrina Avinger	ELAR Facilitator	Nelda Perez	Teacher
Shae Collins	ELAR Facilitator	Toni Michalek	ELAR Facilitator
Steffenie Horelica	ELAR Facilitator	Cheryl Brimhall	ELAR Facilitator
Marle Garza	Bilingual/ESL Coach	Nikeshia Walker	ELAR Facilitator
Jacqueline Eshbaugh	ELAR Facilitator	Marilyn Martinez	Bilingual/ESL Coach
Melissa Eubanks	ELAR Facilitator	Kyndra Gurbach	Teacher
Ana Garcia Castro	Bilingual/ESL Coach	Cynthia Principe	Teacher
Sandra Saldana	Teacher	Chamekia Fields	ELAR Facilitator
Amy Shepard	ELAR Facilitator	Marco Vasquez	Bilingual/ESL Coach
Cearmease Herod	ESL Coach	Laura Spiegel	Teacher
Aimee Lenz	ELAR Facilitator	Nancy Garcia	ELAR Facilitator
Kristen Jaquez	ELAR Facilitator	Lisa Enriquez	Assistant Principal
Ranyah Hindi	Teacher	Carly Goetz	ELAR Facilitator
Jill Dickerson	ELAR Facilitator	Sarah Ramirez	ELAR Facilitator
Brittney Moats	Teacher	Susana Benitez	ALP Facilitator
Cira Herrera	Academic Facilitator	Jennifer Johnson	Instructional Coach
Ana Maria Hix	Teacher	Theresa Gage	Instructional Coordinator
Bianca De La Vega	Teacher		

Secondary ELAR Instructional Materials Adoption Committee

Julie Mullennix	Teacher	Jenny Cawthon	Teacher
Kevin Croft	Assistant Principal	Tracy Boss	Assistant Principal
Polly Wilkins	Teacher	Brandy Spurlock	Teacher
Stacie Quarles	Academic Facilitator	Kimberly Lybarger	ALP Facilitator
Lynda Morgart	Teacher	Rebecca Pustejovsky	Instructional Coach
Melinda Cave	Teacher	Julie McGuane	Instructional Coordinator

Social Studies Instructional Materials Adoption Committee

Sheri Cooper	Teacher
Clyde Kiser	Teacher
Melissa Marvin	Teacher
Kent Jones	Teacher
Rene Gilliam	Teacher
Rebecca Meyer	Teacher

Dr. Thomas Randle, Valerie Vogt, Katie Marchena-Roldan, Gloria Stewart-Kooper, Daniel Perez and William Leach will serve on all of the Instructional Materials Adoption Committees.

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Yvonne Dawson, RTSBA, Director of Budget & Treasury

Recommended for approval:



Dr. Thomas Randle
Superintendent

Jane Long Elementary is requesting two budget changes:

The first budget change is to purchase laptops for campus administrators.

199-11	Classroom Instruction	(2,140.00)
199-23	School Leadership	2,140.00

The second budget change is to pay for the fifth-grade bilingual teacher to attend the Bilingual /ESL Conference in Houston.

199-11	Classroom Instruction	(150.00)
199-13	Curriculum and Instr. Staff Development	150.00

Navarro Middle School is requesting a budget change to pay for wireless services. Per the TEA Resource Guide, all utility costs should be coded to function 51.

199-23	School Leadership	(76.00)
199-51	Plant Maintenance & Operations	76.00

Leaman Junior High is requesting a budget change to purchase scholastic reading books from donated funds. The funds were originally placed in the wrong function.

199-23	School Leadership	(570.00)
199-11	Classroom Instruction	570.00

The Curriculum Department is requesting a budget change to pay for Science Olympiad registration fees.

199-11	Classroom Instruction	(440.00)
199-36	Cocurricular/Extracurricular Activities	440.00

The Department of Secondary Education is requesting a budget change to pay for secondary staff to attend RTI At Work professional development.

199-23	School Leadership	(21,987.00)
199-13	Curriculum and Instr. Staff Development	10,228.00
199-21	Instructional Leadership	5,069.00
199-31	Guidance and Counseling	6,021.00
199-32	Social Work Services	669.00

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:


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

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

- Ratification of October 2018 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:


Dr. Thomas Randle
Superintendent

SCHEDULE OF OCTOBER 2018 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 October total \$32,138,627 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	17,869,944
614	Employee Benefits	888,741
621	Professional Services	43,598
622	Tuition and Transfer Payments	2,670
623	Education Services Center	35,954
624	Contracted Maintenance and Repair Services	917,676
625	Utilities	740,661
626	Rentals and Operating Leases	48,052
629	Miscellaneous Contracted Services	346,858
631	Supplies and Materials for Maintenance and Operations	304,263
632	Textbooks and Other Reading Materials	1,051,412
634	Food Service	709,005
639	General Supplies and Materials	1,345,732
641	Travel and Subsistence -- Employee and Student	82,970
642	Insurance and Bonding Costs	275,057
649	Miscellaneous Operating Costs/Fees and Dues	94,187
661	Land Purchase and/or Improvements	9,790
662	Building Purchase, Construction, and/or Improvements	7,110,316
663	Furniture & Equipment - \$5,000 or more per unit cost	243,603
131	Inventory Purchases	15,890
217	Operating Transfers, Loans and Reimbursements	1,249
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,000
Total		32,138,627

PROGRAM DESCRIPTION:

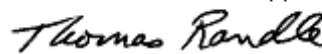
The report above represents all expenditures made during the month of October 2018. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF OCTOBER 31, 2018**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	171,886,310.00	1,572,274.00	(170,314,036.00)	0.9%
5800-STATE PROGRAM REVENUES	107,034,939.00	31,071,842.00	(75,963,097.00)	29.0%
5900-FEDERAL PROGRAM REVENUES	4,925,000.00	206,895.00	(4,718,105.00)	4.2%
TOTAL- REVENUES	283,846,249.00	32,851,011.00	(250,995,238.00)	11.6%
EXPENDITURES				
6100-PAYROLL COSTS	237,956,717.00	39,313,748.00	198,642,969.00	16.5%
6200-PROFESSIONAL/CONTRACTED SVCS.	26,058,340.00	2,990,902.00	23,067,438.00	11.5%
6300-SUPPLIES AND MATERIALS	14,200,809.00	1,786,997.00	12,413,812.00	12.6%
6400-OTHER OPERATING EXPENDITURES	5,791,843.00	807,482.00	4,984,361.00	13.9%
6600-CAPITAL OUTLAY	1,522,598.00	155,162.00	1,367,436.00	10.2%
TOTAL-EXPENDITURES	285,530,307.00	45,054,291.00	240,476,016.00	15.8%

**Local Investment Pools
as of October 31, 2018**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,285,026.59	0.00	0.00	5,981.30	3,291,007.89
General Account	53,868,569.46	14,184,890.00	23,985,730.94	87,048.42	44,154,776.94
Health Insurance	881,141.13	1,869,064.27	1,725,000.00	2,645.66	1,027,851.06
Workmen's Comp	323,539.87	16,666.67	90,000.00	535.91	250,742.45
Property Tax	743,121.50	266,502.55	0.00	1,620.80	1,011,244.85
Vending Contract Sponsor	294,782.13	0.00	0.00	536.74	295,318.87
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	233,581.31	0.00	0.00	425.30	234,006.61
Student Activity Funds	37,848.38	0.00	0.00	68.88	37,917.26
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	214,462.75	0.00	0.00	390.45	214,853.20
Common Threads Donation	54,594.86	0.00	0.00	99.43	54,694.29
Debt Service 2012A	1,764.60	0.00	0.00	3.11	1,767.71
Debt Service 2012B	369.31	0.00	0.00	0.62	369.93
Debt Service 2014A	312.79	0.00	0.00	0.62	313.41
Debt Service 2014B	708.37	0.00	0.00	1.24	709.61
Debt Service 2013	210.22	0.00	0.00	0.31	210.53
Debt Service 2013A	310,660.76	0.00	0.00	565.64	311,226.40
Debt Service 2015	3,056.62	0.00	0.00	5.58	3,062.20
Debt Service 2016A	1,519.63	0.00	0.00	2.79	1,522.42
Debt Service 2016B	402.63	0.00	0.00	0.62	403.25
Debt Service 2017	1,376.83	0.00	0.00	2.48	1,379.31
Debt Service 2017 Capitalized Interest	2,052,014.26	0.00	0.00	3,736.26	2,055,750.52
Capital Projects 2017	1,893,283.90	0.00	1,893,282.90	0.00	1.00
Debt Service 2018	8,403,829.68	0.00	0.00	15,301.54	8,419,131.22
Capital Projects 2018	89,666,524.40	0.00	272,129.32	163,166.28	89,557,561.36
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,148.26	0.00	0.00	9.34	5,157.60
Workers' Comp	739,141.40	0.00	0.00	1,341.34	740,482.74
Property Tax Fund	32,975.36	0.00	0.00	59.84	33,035.20
General Fund	2,653,518.96	0.00	0.00	4,815.42	2,658,334.38
Food Service Fund	92,785.86	0.00	0.00	168.38	92,954.24
Debt Service Series 1996	314.54	0.00	0.00	0.57	315.11
Capital Project Series 1998	718.42	0.00	0.00	1.30	719.72
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	393.84	0.00	0.00	0.71	394.55
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.96	0.00	43.96	0.06	0.06
Capital Projects 2014B	17.46	0.00	0.00	0.03	17.49
Capital Projects 2015	943.16	0.00	0.00	1.71	944.87
Debt Service Series 2015	1,243,443.53	0.00	0.00	2,256.51	1,245,700.04
Capital Projects 2017	9,824,265.87	0.00	0.00	17,828.39	9,842,094.26
Capital Projects 2018	75,267,124.97	0.00	0.00	136,589.48	75,403,714.45
Debt Service Series 2018	3,014,750.81	0.00	0.00	5,470.96	3,020,221.77
MBIA Texas CLASS Fund					
General Account	15,884,132.58	0.00	0.00	31,627.44	15,915,760.02
Capital Project Series 1998	936.31	0.00	0.00	1.86	938.17
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	5,611,668.27	0.00	10,080.70	11,165.61	5,612,753.18
Debt Service 2015	975,044.00	0.00	0.00	1,941.47	976,985.47
Capital Projects 2017	25,358,157.66	0.00	0.00	46,221.93	25,404,379.59
TEXSTAR					
Capital Projects Series 2007	762.00	0.00	0.00	1.42	763.42
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	993,147.85	0.00	0.00	1,823.24	994,971.09
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	4,708.22	0.00	0.00	8.65	4,716.87
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	3,384,432.36	0.00	0.00	6,213.17	3,390,645.53
Capital Projects 2015	1,593,679.10	0.00	1,592,729.87	924.28	1,873.51
Capital Projects 2017	18,659,707.92	0.00	4,476,099.18	30,909.11	14,214,517.85
Capital Projects 2018	88,550,687.62	0.00	462,474.10	161,898.47	88,250,111.99
Debt Service 2018	3,617,848.93	0.00	0.00	6,641.66	3,624,490.59
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,031,984.72	0.00	0.00	1,887.29	1,033,872.01
Capital Projects Series 2008	144.52	0.00	0.00	0.26	144.78
Capital Projects Series 2012A	58.05	0.00	0.00	0.11	58.16
Capital Projects Series 2014A	2,427.36	0.00	0.00	4.44	2,431.80
Capital Projects Series 2014B	2,290,175.98	0.00	0.00	4,188.27	2,294,364.25
Debt Service 2015	138,361.52	0.00	0.00	253.04	138,614.56
Capital Projects 2015	15,554,323.60	0.00	1,017,122.58	28,081.55	14,565,282.57
Capital Projects 2017	25,520,030.01	0.00	2,830,485.61	41,494.58	22,731,038.98
Capital Projects 2018	45,168,535.07	0.00	0.00	82,604.09	45,251,139.16
Debt Service 2018	1,809,181.34	0.00	0.00	3,308.63	1,812,489.97

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	2.14	\$282,139.98
LONE STAR ACCOUNT INTEREST	2.14	\$168,544.04
MBIA TEXAS CLASS ACCOUNT INTEREST	2.34	\$90,958.31
TEXSTAR ACCOUNT INTEREST	2.16	\$208,420.00
TEXAS TERM/DAILY ACCOUNT INTEREST	2.15	\$161,822.26
TOTAL CURRENT MONTH EARNINGS		\$911,884.59
EARNINGS 9-01-18 THRU 9-30-18		\$849,267.57
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$1,761,152.16

CONSIDER RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$5,000.

PROGRAM DESCRIPTION:

Adolphus Elementary PTO donated \$15,139 to purchase an additional swing set for the playground at Adolphus Elementary School.

Frost Elementary PTO donated \$29,212.59 to purchase a poster maker and mentoring minds total motivation math books for grades 2 – 5, and to help send five staff members to the Ron Clark Academy from Frost Elementary School.

Cross Creek Ranch Foundation Committee donated \$8,000 to help purchase a marquee for Fulshear High School.

Hubenak PTA donated \$6,900 to help pay for field trips for students at Hubenak Elementary School.

Ryon Community Organization (RCO) donated \$15,035.65 to purchase an outdoor shade structure for the outdoor learning environment at Ryon Middle School.

Gordman's donated \$5,000 to Terry High School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER ADOPTION OF REVISION GE (LOCAL) TO SPECIFY RELATIONS
WITH PARENT ORGANIZATIONS**

RECOMMENDATION:

That the Board of Trustees approve a revision to Board Policy GE(LOCAL) specifying relations with parent organizations. The revised GE(LOCAL) gives further guidance in the areas of purchasing, formation of parent organizations, fund-raising, connections between district and parent organization, and the roles district employees may function within parent organizations.

IMPACT/RATIONALE:

Affiliated community organizations (parent or community organizations) may be formed to promote the school program or to complement a particular student group or activity. Examples of parent or community organizations include PTO's/PTA's, booster clubs, and volunteer groups.

Adoption of the recommended revision would clarify practices and procedures for the District, in relation to affiliated community organizations.

Submitted by: Valerie Vogt, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs

Recommended for approval:



Dr. Thomas Randle
Superintendent

**PARENT OR
COMMUNITY
ORGANIZATIONS**

Parent or community organizations may be formed to promote the school program or to complement a particular student group or activity. Examples of parent or community organizations include PTO's/PTA's, booster clubs, and volunteer groups. A parent or community organization may not represent the District nor bind the District or any of its employees to a third party with whom the organization may conduct business.

FORMATION

All parent or community organizations must obtain a unique tax identification number — Employer Identification Number (EIN). Such organizations may not use the District's tax identification number.

All parent or community organizations should:

1. Obtain federal tax-exempt status as a public 501(c)(3) charitable organization by applying for and obtaining a Letter of Determination from the Internal Revenue Service (IRS) that states the organization is tax-exempt from federal taxes.

If an organization is new, the organization should apply for and receive its tax-exempt status from the IRS within one year from the date the organization's constitution and bylaws are adopted.

If an organization loses its public 501(c)(3) tax-exempt status or if this tax-exempt status expires, the organization should take the necessary steps to regain the tax-exempt status as a public 501(c)(3) organization within one year from the date of notification from the IRS of the loss of exemption or within one year from the tax-exempt expiration date.

2. Submit the organization's EIN and a copy of the IRS's Letter of Determination to the District's internal auditor.

**USE OF DISTRICT
FACILITIES**

District-affiliated school-support or booster organizations may use District facilities with prior approval of the appropriate administrator. Other parent groups may use District facilities in accordance with policy GKD.

FUND-RAISING

District-affiliated school-support organizations and booster organizations, and other parent groups, shall organize, fundraise or solicit donations, and function in a way that is consistent with the District's philosophy and objectives, Board policies, District administrative regulations, applicable UIL or other governing association guidelines, and financial and audit regulations. [See also CDC and CFC]

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

Before engaging in fundraising or soliciting gifts, an organization or group shall notify the principal or other appropriate administrator identified in administrative regulations. [See CDC(LOCAL) for District acceptance of gifts and solicitations]

All community/school-support organization fund-raising efforts shall be within federal, state, and District guidelines and shall be for the purpose of supporting the school program or group activity for which the organization was formed. [See GKB]

According to the IRS, revenues generated from fund-raising activities by tax-exempt organizations should benefit the organization, the sponsored student group, or student activity area as a whole, not individuals. Therefore, individual accounts that credit individuals for their fund-raising efforts may not be used. All members of the organization, the sponsored student group, or the student activity area must receive an equal opportunity to benefit from the fund-raising activities, regardless of whether or not a person participated in the fund-raising activities.

In addition, according to the IRS, tax-exempt organizations may not require people to participate in fund-raisers. Benefits given by a parent organization cannot be distributed based on participation in a fund-raiser or based on revenues individually generated in a fund-raiser. Therefore, a person cannot be denied the opportunity to receive a benefit because of lack of participation in a fund-raiser or because a specified amount of revenue was not raised.

An organization may establish written criteria for giving certain benefits to an individual with a financial hardship. If a student meets the written criteria, the student may then receive a benefit that others do not receive. Such a benefit is an approved exception by the IRS to having all members receive an equal opportunity to benefit from fund-raising activities. However, the criteria for financial hardship should not change to allow a particular individual to meet the criteria. Therefore, the financial hardship criteria should be applied consistently to all recipients, and the criteria must be established prior to a financial hardship situation arising.

In the event that students pay a designated amount to attend a trip, a student who meets the financial hardship criteria may have the full amount of his or her trip paid by the organization.

Careful consideration should be given to limiting the number of major fund-raising activities involving students. All such activities require the approval of the designated sponsor(s) and the principal.

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

NOTICE OF FUND-RAISING ACTIVITIES

A parent or community organization desiring to conduct a fund-raising activity for a school program shall submit the following information to the designated faculty sponsor on the appropriate District or campus form at least 30 days prior to the event:

1. Purpose of the fund-raiser.
2. Type of fund-raising activity (i.e., candy sale, carnival, and the like).
3. Date(s), time(s), and place(s) of the activity.
4. Name of sponsoring organization and representative.
5. Name and phone number of the organization's representative.
6. Name and phone number of the person(s) in charge of the fund-raiser.
7. Name and phone number of the person(s) who shall be handling the money for the fund-raiser.

PURCHASES FOR THE SCHOOL

Before parent groups or other groups working with the school purchase equipment for the schools, including computer hardware and software, they shall notify the principal of their plans. In consultation with the Superintendent or designee, the principal shall determine the type or brand of equipment to buy to ensure compatibility with current District equipment.

SUPERINTENDENT'S DESIGNEE

The Superintendent's designee for overseeing the activities of a parent and community organization is the principal of the campus where the organization functions. As the responsible District employee, the principal shall:

1. Approve the formation of the organization.
2. Approve the constitution and bylaws of each organization.
3. Ensure that each organization's sole function is to support the educational activities of the designated program area.
4. Have the authority to disallow the continued association of any school program with a parent or community organization that has been judged by the principal to be disruptive to the educational activities or goals of the program or group.

LIAISON

The designated faculty sponsor of a student activity area shall serve as the liaison, under the supervision of the principal, between any parent group formed in connection with a student group and the District.

The designated faculty sponsor acting as the liaison shall:

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

1. Approve all student/school-related activities of such organizations;
2. Work with such organizations to establish approved goals and student-support activities for the respective organizations;
3. Assist in setting the budgets of such organizations and ensuring that expenditures of such organizations are in direct support of the goals of the designated programs;
4. File lists of officers of the respective organizations with the school principal at the beginning of each school year, and revise such lists as officers change during the school year; and
5. File lists of organization activities for the coming year with the principal at a date established by the principal. Additional activities should be submitted at least 30 days prior to the event to aid in the development of the master calendar for the school.

**BOOSTER
ORGANIZATIONS**

School-related booster organizations shall organize and function in a way that is consistent with the District's philosophy and objectives, within adopted Board policies, and in accordance with UIL guidelines as applicable.

District booster clubs shall:

1. Be voluntary and provide unified support for student activities of the school.
2. Be limited to a single club/organization for each area of student activity (i.e., athletics, band, choir, dance team, and the like).
3. Encourage involvement by all parents of students participating in the supported activity.
4. Use school facilities only with the prior approval of the principal or designee, in accordance with policy GKD(LOCAL).
5. Not be involved in decision- or policy-making activities for a student group.
6. Have no authority in directing or influencing District employees in the administration of duties.
7. Comply with all UIL guidelines.
8. Comply with administrative regulations and Board policy when offering money/gifts to the District [see CDC].

RELATIONS WITH PARENT ORGANIZATIONS

GE
(LOCAL)

9. Submit a copy of current adopted bylaws and operating procedures to the principal.
10. Prepare a written report of actual revenues and expenditures (financial report) for the school year. The treasurer of the booster club should prepare the financial report.
11. Have an organizational review committee conduct an annual review of the organization's financial report and the related financial activity for the school year and prepare a written report communicating the results of the committee's review to the organization.
12. Submit the annual financial report and the review committee's report to the school principal and the Business Office by September 1 of each year.
13. Pay all taxes and other debts incurred by the organization.
14. Issue receipts for all money received.

**DISTRICT
EMPLOYEES**

District employees may not serve in a financial capacity for a parent or booster organization. Financial capacity is defined as treasurer, fund-raising chair, or check signer.

BONFIRES

Bonfires shall be prohibited as school-related activities.

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE
TRAYLOR STADIUM TRACK REPLACEMENT**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Traylor Stadium track replacement in the amount of \$3,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2011 available bond funds.

PROGRAM DESCRIPTION:

Upon approval, geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Traylor Stadium track replacement.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 6, 2018



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

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

Re: Proposal for Geotechnical Engineering Services
Traylor Stadium Track Improvements
4606 Mustang Avenue
Rosenberg, Texas
Terracon Proposal No. P92185564

Dear Mr. McKeever:

We appreciate the opportunity to submit this proposal to Lamar Consolidated Independent School District (LCISD) to provide Geotechnical Engineering services for the above referenced project. 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

Our base fee to perform the scope of services described in this proposal is **\$3,500**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal 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 Registration No. F-3272)

Kordell J. Knowles
Staff Geotechnical Professional

Andrew J. Muras, P.E.
Project Engineer

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

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

Environmental

Facilities

Geotechnical

Materials

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 Traylor Stadium Track Improvements project ("Project"), as described in Consultant's Proposal dated 11/06/2018 ("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.
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5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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

Consultant: **Terracon Consultants, Inc.**
By:  Date: **11/6/2018**
Name/Title: **Andrew J Muras / Project Engineer**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Andrew.Muras@terracon.com**

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

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by PBK. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Project Information

Item	Description
Site location	The project site is located within the existing Lamar Consolidated High School campus at 4606 Mustang Avenue in Rosenberg, Texas.
Existing conditions	We understand the site is occupied by an existing athletic field and associated track, bleachers, and light poles at the time of this proposal. Furthermore, we understand that movement/distress has been observed in lanes 7 and 8 in the northeast corner of the existing track.
Current ground cover	Synthetic track material in the athletic track area.
Site access	We expect the site and exploration locations are accessible with all-terrain vehicle (ATV) mounted drilling equipment during normal business hours.
Requested services	Evaluation of the subgrade conditions in the area of the reported movement/distress in the athletic track and discussion of our observations.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

As requested, the field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	10	Lanes 7 and 8 in the northeast corner of the existing running track area

¹: Below existing grade.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with ATV drilling equipment using solid stem continuous flight augers. Samples are obtained at 2-foot intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We backfill borings with auger cuttings and patch at the surface with asphaltic concrete patch product in pavement areas and plug the surface with a concrete cylinder

Proposal for Geotechnical Engineering Services

Traylor Stadium Track Improvements ■ Rosenberg, Texas

November 6, 2018 ■ Terracon Proposal No. P92185564



in the sport field areas. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other

Proposal for Geotechnical Engineering Services

Traylor Stadium Track Improvements ■ Rosenberg, Texas

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related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan.

The Geotechnical Engineering report will also discuss the potential cause(s) of movement/distress observed in the athletic track and depending on the results of our evaluation, provide possible remediation/repair options.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$3,500

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
THE FOSTER HIGH SCHOOL TRACK AND SYNTHETIC TURF PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Foster High School track and synthetic turf project in the amount of \$3,200 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

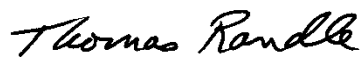
Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Foster High School track and synthetic turf project.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 5, 2018



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

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

Re: Proposal for Geotechnical Engineering Services
Foster High School Artificial Turf Sports Field
4400 FM 723 Road
Richmond, Texas
Terracon Proposal No. P92185543.Revision1

Dear Mr. McKeever:

We appreciate the opportunity to submit this proposal to Lamar Consolidated Independent School District (LCISD) to provide Geotechnical Engineering services for the above referenced project. 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

Our base fee to perform the scope of services described in this proposal is **\$3,200**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal 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 Registration No. F-3272)

Kordell J. Knowles
Staff Geotechnical Professional

Andrew J. Muras, P.E.
Project Engineer

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

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Environmental

Facilities

Geotechnical

Materials

AGREEMENT FOR SERVICES

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5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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

Consultant: Terracon Consultants, Inc.
By:  Date: 11/5/2018
Name/Title: Andrew J Muras / Project Engineer
Address: 11555 Clay Rd, Ste 100
Houston, TX 77043-1239
Phone: (713) 690-8989 Fax: (713) 690-8787
Email: Andrew.Muras@terracon.com

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

Proposal for Geotechnical Engineering Services

Foster High School Artificial Turf Sports Field ■ Richmond, Texas

November 5, 2018 ■ Terracon Proposal No. P92185543.Revision1



EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by PBK. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Parcel information	The project site is located within the existing Foster High School campus at 4400 FM 723 Road in Richmond, Texas.
Existing improvements	We understand the site is occupied by an existing athletic field and associated track, bleachers, and light poles at the time of this proposal.
Current ground cover	Synthetic track material in the athletic track areas. Grass in the athletic field areas.
Site access	We expect the site and exploration locations are accessible with all-terrain vehicle (ATV) mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	Construction of an artificial turf athletic field and track. We understand that recommendations regarding chemical treatment of the subgrade, an estimate of the Potential Vertical Rise (PVR) of the subgrade, and recommendations to reduce the estimated PVR to about 1 inch or less are requested for the artificial turf field and track.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

As requested, the field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
4	15	Accessible locations around the perimeter of the existing stadium.

¹: Below existing grade.

We plan to utilize the available field and laboratory information from a previous geotechnical engineering project at this site (Foster High School Water Plant Additions, Terracon Project No. 92165636, dated January 9, 2017) to help provide our recommendations for this project.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with ATV drilling equipment using solid stem continuous flight augers. Samples are obtained at 2-foot intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Proposal for Geotechnical Engineering Services

Foster High School Artificial Turf Sports Field ■ Richmond, Texas

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Property Disturbance: We backfill borings with auger cuttings and patch at the surface with asphaltic concrete patch product in pavement areas and plug the surface with a concrete cylinder in the sport field areas. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Proposal for Geotechnical Engineering Services

Foster High School Artificial Turf Sports Field ■ Richmond, Texas

November 5, 2018 ■ Terracon Proposal No. P92185543.Revision1



Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

Proposal for Geotechnical Engineering Services

Foster High School Artificial Turf Sports Field ■ Richmond, Texas

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When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

Based on the results of our evaluation a geotechnical engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations to address site and subgrade preparation, chemical treatment, an estimated PVR of the subgrade, recommendations to reduce the estimated PVR to about one inch or less for the proposed artificial turf field and track, and pavement design guidelines.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$3,200

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Proposal for Geotechnical Engineering Services

Foster High School Artificial Turf Sports Field ■ Richmond, Texas

November 5, 2018 ■ Terracon Proposal No. P92185543.Revision1



GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
THE FULSHEAR HIGH SCHOOL SYNTHETIC TURF PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Fulshear High School synthetic turf project in the amount of \$2,800 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Fulshear High School synthetic turf project.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 6, 2018



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

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

Re: Proposal for Geotechnical Engineering Services
Fulshear High School Artificial Turf Sports Field
9302 Charger Way
Fulshear, Texas
Terracon Proposal No. P92185544

Dear Mr. McKeever:

We appreciate the opportunity to submit this proposal to Lamar Consolidated Independent School District (LCISD) to provide Geotechnical Engineering services for the above referenced project. 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

Our base fee to perform the scope of services described in this proposal is **\$2,800**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal 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 Registration No. F-3272)

Kordell J. Knowles
Staff Geotechnical Professional

Andrew J. Muras, P.E.
Project Engineer

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

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

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 Fulshear High School Artificial Turf Sports Field project ("Project"), as described in Consultant's Proposal dated 11/06/2018 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

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

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **11/6/2018**
 Name/Title: **Andrew J Muras / Project Engineer**
 Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Andrew.Muras@terracon.com**

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

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by LCISD and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Parcel information	The project site is located within the existing Fulshear High School campus at 9302 Charger Way in Fulshear, Texas.
Existing improvements	We understand the site is occupied by an existing athletic field and associated track, bleachers, and light poles at the time of this proposal.
Current ground cover	Synthetic track material in the athletic track areas. Grass in the athletic field areas.
Site access	We expect the site and exploration location is accessible with all-terrain vehicle (ATV) mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	Construction of an artificial turf sports field. We understand that recommendations regarding chemical treatment of the subgrade, an estimate of the Potential Vertical Rise (PVR) of the subgrade, and recommendations to reduce the estimated PVR to about 1 inch or less are requested for the artificial turf field.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
1	15	Artificial turf sports field area

¹: Below existing grade.

We plan to utilize the available field and laboratory information from a previous geotechnical engineering project at this site (Multi-School and Transportation Center Site, Terracon Project No. 92145004, dated March 7, 2014) to help provide our recommendations for this project.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with ATV drilling equipment using solid stem continuous flight augers. Samples are obtained at 2-foot intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Proposal for Geotechnical Engineering Services

Fulshear High School Artificial Turf Sports Field ■ Fulshear, Texas

November 6, 2018 ■ Terracon Proposal No. P92185544



Property Disturbance: We backfill borings with auger cuttings and plug the surface with a concrete cylinder in the sport field areas. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result

Proposal for Geotechnical Engineering Services

Fulshear High School Artificial Turf Sports Field ■ Fulshear, Texas

November 6, 2018 ■ Terracon Proposal No. P92185544



of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only

Proposal for Geotechnical Engineering Services

Fulshear High School Artificial Turf Sports Field ■ Fulshear, Texas

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minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

Based on the results of our evaluation a geotechnical engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations to address site and subgrade preparation, chemical treatment, an estimated PVR of the subgrade and recommendations to reduce the estimated PVR to about one inch or less for the proposed artificial turf field.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$2,800

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Proposal for Geotechnical Engineering Services

Fulshear High School Artificial Turf Sports Field ■ Fulshear, Texas

November 6, 2018 ■ Terracon Proposal No. P92185544



GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

Proposal for Geotechnical Engineering Services

Fulshear High School Artificial Turf Sports Field ■ Fulshear, Texas

October 24, 2018 ■ Terracon Proposal No. P92185544



**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
THE GEORGE RANCH HIGH SCHOOL SYNTHETIC TURF PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the George Ranch High School synthetic turf project in the amount of \$2,800 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

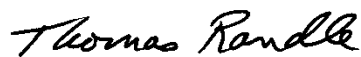
Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the George Ranch High School synthetic turf project.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 5, 2018



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

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

Re: Proposal for Geotechnical Engineering Services
George Ranch High School Artificial Turf Sports Field
8181 FM 762 Road
Richmond, Texas
Terracon Proposal No. P92185551

Dear Mr. McKeever:

We appreciate the opportunity to submit this proposal to Lamar Consolidated Independent School District (LCISD) to provide Geotechnical Engineering services for the above referenced project. 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 |

Our base fee to perform the scope of services described in this proposal is **\$2,800**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal 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 Registration No. F-3272)

Kordell J. Knowles
Staff Geotechnical Professional

Andrew J. Muras, P.E.
Project Engineer

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

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

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 George Ranch High School Artificial Turf Sports Field project ("Project"), as described in Consultant's Proposal dated 11/05/2018 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
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- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **11/5/2018**
Name/Title: **Andrew J Muras / Project Engineer**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Andrew.Muras@terracon.com**

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

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by LCISD and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Parcel information	The project site is located within the existing George Ranch High School campus at 8181 FM 762 Road in Richmond, Texas.
Existing improvements	We understand the site is occupied by an existing athletic field and associated track, bleachers, and light poles at the time of this proposal.
Current ground cover	Synthetic track material in the athletic track areas. Grass in the athletic field areas.
Site access	We expect the site and exploration locations are accessible with all-terrain vehicle (ATV) mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	Construction of an artificial turf sports field. We understand that recommendations regarding chemical treatment of the subgrade, an estimate of the Potential Vertical Rise (PVR) of the subgrade, and recommendations to reduce the estimated PVR to about 1 inch or less are requested for the artificial turf field.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
1	15	Artificial turf sports field area

¹: Below existing grade.

We plan to utilize the available field and laboratory information from a previous geotechnical engineering project at this site (High School No. 4 and Junior High No. 4, Terracon Project No. 92075589, dated November 19, 2007) to help provide our recommendations for this project.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with ATV drilling equipment using solid stem continuous flight augers. Samples are obtained at 2-foot intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Proposal for Geotechnical Engineering Services

George Ranch High School Artificial Turf Sports Field ■ Richmond, Texas

November 5, 2018 ■ Terracon Proposal No. P92185551



Property Disturbance: We backfill borings with auger cuttings and plug the surface with a concrete cylinder in the sport field areas. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result

Proposal for Geotechnical Engineering Services

George Ranch High School Artificial Turf Sports Field ■ Richmond, Texas

November 5, 2018 ■ Terracon Proposal No. P92185551



of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only

Proposal for Geotechnical Engineering Services

George Ranch High School Artificial Turf Sports Field ■ Richmond, Texas

November 5, 2018 ■ Terracon Proposal No. P92185551



minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

Based on the results of our evaluation a geotechnical engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations to address site and subgrade preparation, chemical treatment, an estimated PVR of the subgrade and recommendations to reduce the estimated PVR to about one inch or less for the proposed artificial turf field.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$2,800

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Proposal for Geotechnical Engineering Services

George Ranch High School Artificial Turf Sports Field ■ Richmond, Texas

November 5, 2018 ■ Terracon Proposal No. P92185551



GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
THE TERRY HIGH SCHOOL SYNTHETIC TURF PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Terry High School synthetic turf project in the amount of \$2,900 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

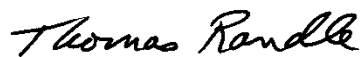
Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Terry High School synthetic turf project.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent



November 6, 2018

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

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

Re: Proposal for Geotechnical Engineering Services
Terry High School Artificial Turf Sports Field
5500 Avenue North
Rosenberg, Texas
Terracon Proposal No. P92185545

Dear Mr. McKeever:

We appreciate the opportunity to submit this proposal to Lamar Consolidated Independent School District (LCISD) to provide Geotechnical Engineering services for the above referenced project. 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 |

Our base fee to perform the scope of services described in this proposal is **\$2,900**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal 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 Registration No. F-3272)

Kordell J. Knowles
Staff Geotechnical Professional

Andrew J. Muras, P.E.
Project Engineer

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

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

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 Terry High School Artificial Turf Sports Field project ("Project"), as described in Consultant's Proposal dated 11/06/2018 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

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

Consultant: **Terracon Consultants, Inc.**
By:  Date: **11/6/2018**
Name/Title: **Andrew J Muras / Project Engineer**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Andrew.Muras@terracon.com**

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

Proposal for Geotechnical Engineering Services

Terry High School Artificial Turf Sports Field ■ Rosenberg, Texas

November 6, 2018 ■ Terracon Proposal No. P92185545



EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by LCISD and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Parcel information	The project site is located within the existing Terry High School campus at 5500 Avenue North in Rosenberg, Texas.
Existing improvements	We understand the site is occupied by an existing athletic field and associated track, bleachers, and light poles at the time of this proposal.
Current ground cover	Synthetic track material in the athletic track areas. Grass in the athletic field areas.
Site access	We expect the site and exploration locations are accessible with all-terrain vehicle (ATV) mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	Construction of an artificial turf sports field. We understand that recommendations regarding chemical treatment of the subgrade, an estimate of the Potential Vertical Rise (PVR) of the subgrade, and recommendations to reduce the estimated PVR to about 1 inch or less are requested for the artificial turf field.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	15	Artificial turf sports field area

¹: Below existing grade.

We plan to utilize the available field and laboratory information from a previous geotechnical engineering project at this site (Terry High School Building Addition, Terracon Project No. 92085381, dated October 27, 2008) to help provide our recommendations for this project.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with ATV drilling equipment using solid stem continuous flight augers. Samples are obtained at 2-foot intervals in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Proposal for Geotechnical Engineering Services

Terry High School Artificial Turf Sports Field ■ Rosenberg, Texas

November 6, 2018 ■ Terracon Proposal No. P92185545



Property Disturbance: We backfill borings with auger cuttings and plug the surface with a concrete cylinder in the sport field areas. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result

Proposal for Geotechnical Engineering Services

Terry High School Artificial Turf Sports Field ■ Rosenberg, Texas

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of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only

Proposal for Geotechnical Engineering Services

Terry High School Artificial Turf Sports Field ■ Rosenberg, Texas

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minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

Based on the results of our evaluation a geotechnical engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations to address site and subgrade preparation, chemical treatment, an estimated PVR of the subgrade and recommendations to reduce the estimated PVR to about one inch or less for the proposed artificial turf field.

Proposal for Geotechnical Engineering Services

Terry High School Artificial Turf Sports Field ■ Rosenberg, Texas

November 6, 2018 ■ Terracon Proposal No. P92185545



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$2,900

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Proposal for Geotechnical Engineering Services

Terry High School Artificial Turf Sports Field ■ Rosenberg, Texas

November 6, 2018 ■ Terracon Proposal No. P92185545



GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

Proposal for Geotechnical Engineering Services

Fulshear High School Artificial Turf Sports Field ■ Fulshear, Texas

October 24, 2018 ■ Terracon Proposal No. P92185544



**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
HIGH SCHOOL #6 AND JUNIOR HIGH SCHOOL #6**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for High School #6 and Junior High School #6 in the amount of \$70,900 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of High School #6 and Junior High #6.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

October 29, 2018



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD High School 6 & Junior High School 6
F.M. 2977 and Koebler Road
Richmond, Texas
Terracon Document No. P92185532

Dear Mr. McKeever:

We appreciate the opportunity to submit this cost estimate to Lamar Consolidated Independent School District (LCISD) to provide Geotechnical Engineering services for the above referenced project. 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 Boring Plan

Our base fee to perform the scope of services described in this cost estimate is **\$70,900**. See Exhibit C for more details of our fees and consideration of additional services.


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 Registration No. F-3272)


Rainey D. Perkins, E.I.T.
Staff Geotechnical Engineer


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


Andrew J. Muras, P.E.
Project Engineer

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

Environmental

Facilities

Geotechnical

Materials

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD High School 6 & Junior High School 6 project ("Project"), as described in Consultant's Proposal dated 10/30/2018 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

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

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **10/30/2018**
 Name/Title: **Andrew J Muras / Project Engineer**
 Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated Independent School District**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by LCISD, PBK Architects, and AG&E Structural Engenuity. We have visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Project location	The project site, approximately 130 acres in size, is located at the southeast corner of the intersection of F.M. 2977 and Koeblen Road in Richmond, Texas.
Existing conditions	We understand that the site is vacant at the time of this cost estimate.
Current ground cover	Exposed subgrade, grass, weeds, and scattered trees along the east and west perimeter of the site.
Site access	We expect the site and exploration locations are accessible with all-terrain vehicle (ATV) mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
<p>Proposed improvements</p>	<ul style="list-style-type: none"> ■ A 1 to 3-story High School (HS) building with a footprint area of about 250,000 square feet. ■ A 1 to 3-story Junior High School (JHS) building with a footprint area of about 130,000 square feet. ■ A 1 to 2-story field house building with a footprint area of about 28,000 square feet. ■ Bleachers associated with the football field located east of the proposed HS building. ■ An athletic track with associated light poles and pole vault, shot put, and discus facilities. We understand that only chemical treatment recommendations are requested for the proposed pole vault, shot put, discus, and track areas. ■ Baseball and softball fields with associated light poles, fencing, and bleachers. ■ Ten tennis courts with associated light poles. ■ New bleachers associated with the football field located east of the proposed JHS building. ■ A detention pond with a maximum depth of 12 feet and sideslope declinations of 3(horizontal):1(vertical) or flatter located in the eastern portion of the site. ■ A new private road adjacent to the northern portion of the project site. ■ Adjacent surface pavements. ■ We understand that general subsurface information is requested in the baseball and softball field areas and practice football field areas associated with the HS building and football field areas associated with the JHS building.
<p>Anticipated traffic</p>	<p>We anticipate traffic will consist primarily of passenger vehicles in the parking areas and passenger vehicles combined with garbage and delivery trucks and buses in the driveways and private road area.</p>
<p>Building construction</p>	<p>Steel-frame construction.</p>
<p>Finished floor elevation</p>	<p>Within approximately one to two feet above existing grade.</p>
<p>Maximum loads¹</p>	<ul style="list-style-type: none"> ■ HS building and JHS building: <ul style="list-style-type: none"> ■ Column loads (total): 450 to 500 kips. ■ Floor slab pressure: 125 pounds per square foot (psf). ■ Field house building: <ul style="list-style-type: none"> ■ Column loads: 100 to 200 kips. ■ Floor slab pressure: 125 pounds per square foot (psf). ■ Bleachers: <ul style="list-style-type: none"> ■ Column loads: 25 to 50 kips.

Item	Description
<u>Continued from page 2.</u>	
Planned foundation system ¹	<ul style="list-style-type: none"> ■ HS building, JHS building, and field house building: Drilled-and-underreamed footings. ■ Bleachers: Drilled-and-underreamed footings. ■ Light poles: Drilled, straight-shafts or drilled-and-underreamed footings. ■ Tennis courts: Post-tensioned (PTI) slab-on-grade foundation.

¹: Information provided by AG&E Structural Engenuity.

Terracon previously performed a Preliminary Geotechnical Report (Terracon Project No. 92185201, dated June 6, 2018) at this site for LCISD. We plan to utilize the available field and laboratory information to help provide our geotechnical engineering recommendations for this project.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
17	20 feet	HS building area
11	20 feet	JHS building area
3	20 feet	Field house building area
16 ²	30 feet	Athletic track, bleachers, baseball, and softball field areas associated with the HS light poles
2 ²	25 feet	Bleachers associated with the JHS competition fields
5 ²	15 feet	Tennis court area
6 ²	20 feet	Detention pond and drainage easement area
3 ²	20 feet	Private road area
2	10 feet	
19 ²	20 feet	Parking/driveway areas
4 ²	15 feet	HS athletic field and track area
14 ²	5 feet	Baseball and softball field areas and practice football field areas associated with the HS building and football field areas associated with the JHS building

¹. Below existing grade.

². As requested by AG&E Structural Engenuity.

The total footage is 1935 feet. See attached Anticipated Boring Plan.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We advance soil borings with all-terrain vehicle (ATV) mounted drilling equipment using solid stem continuous flight augers. Samples are obtained at 2-foot intervals in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil samples

are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT).

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We backfill borings with auger cuttings. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees

associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil
- ASTM D422 Standard Test Method for Particle Size Analysis of Soils
- ASTM D512 Standard Test Methods for Chloride Ion in Water
- ASTM C1580 Standard Test Method for Water-Soluble Sulfate in Soil
- ASTM D4972 Standard Test Method for pH of Soils
- TxDOT Method TEX-129E Standard Test Methods for Electrical Resistivity

As requested, we plan to perform 4 pH, sulfate content, chloride ion, and electrical resistivity tests on selected soil samples.

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Cost Estimate information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The Geotechnical Engineering report will provide the following:

- Site and subgrade preparation;
- Foundation design and construction;
- Estimated foundation settlements (total and differential);
- Requirements for fill to be used on-site, including engineering properties and placement and compaction;
- Detention pond construction considerations; and
- Pavement design guidelines.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$70,900

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this cost estimate. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Cost Estimate for Geotechnical Engineering Services

LCISD High School 6 & Junior High School 6 ■ Richmond, Texas

October 29, 2018 ■ Terracon Document No. P92185532



GeoReport Delivery	Posting Schedule ^{1, 2, 3}
Project Planning	5 working days from notice to proceed
Site Characterization	25 working days from notice to proceed
Geotechnical Engineering	35 working days from notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.
3. We anticipate the field program will take about 12 to 15 working days to complete.

REQUESTED

DRAFT

LEGEND

- 30' BORING DEPTH
- 25' BORING DEPTH
- 20' BORING DEPTH
- 15' BORING DEPTH
- 5' BORING DEPTH
- PROPERTY LINE

GENERAL NOTES

ALL BORING DEPTHS ARE APPROXIMATE AND MAY BE REQUIRED TO BE DEEPER AS DETERMINED BY THE GEOTECHNICAL ENGINEER BASED ON LOADING PROVIDED IN REQUEST LETTERS.

PLEASE PROVIDE NATURAL PVR FOR TENNIS COURTS AND TRACK. ADDITIONALLY, PROVIDE INFORMATION ON WHAT WOULD BE NECESSARY TO BRING THESE AREAS TO 1" PVR.

✱ PREVIOUS BORINGS



1" = 20'

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE
FULSHEAR HIGH SCHOOL SYNTHETIC TURF PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for the synthetic turf project at Fulshear High School in the amount of \$3,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying services are professional services that the District must contract directly.

These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide surveying services needed for the design of the synthetic turf project at Fulshear High School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
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

October 25, 2018

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services at the Churchill Fulshear Jr. High School Campus
Enoch Latham Survey, Abstract 50
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 topographic survey on the existing practice football field of the Churchill Fulshear Jr. High School campus, per the attached exhibit.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated in the attached exhibit provided us by PBK Sports. We will survey ground and existing concrete locations and elevations within the Project Site as limited to and depicted on the attached exhibit along with utilities within the Project Site based upon visible above-ground evidence, and the inverts and flowlines of all drainage facilities within the Project Site.

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

Project Fee

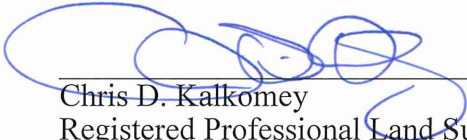
The fee for these services is \$3,500.00.

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 Fulshear_track.doc
Enclosure

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

Date

Name (Printed)

Phone Number

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

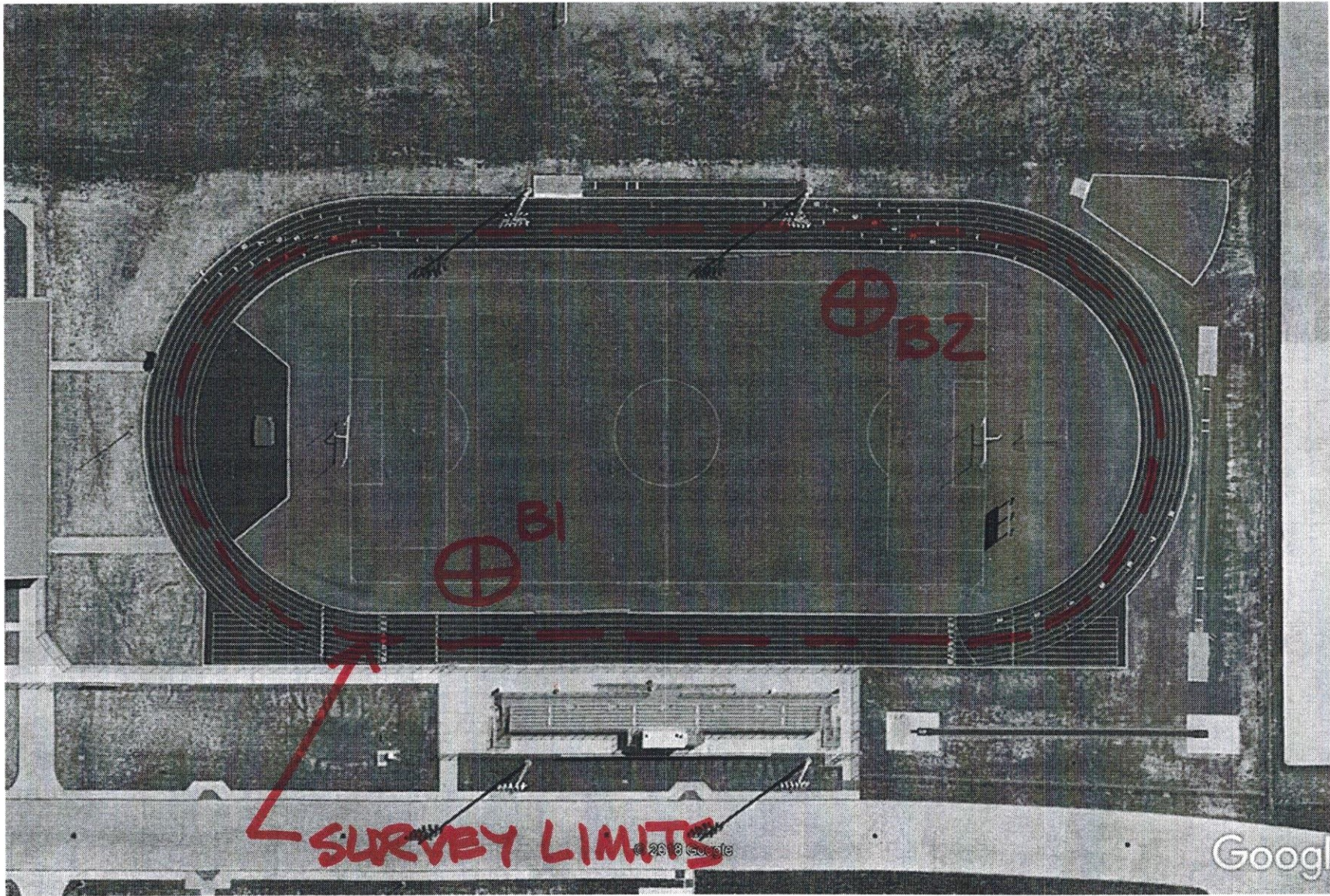
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or 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.



FULSHEAR H.S.

BORINGS: B1-B2 @ 10'

SURVEY:

INSIDE TRACK CURB AND
FIELD = 50' GRID

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE
FOSTER HIGH SCHOOL TRACK AND SYNTHETIC TURF PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for the synthetic turf project at Foster High School in the amount of \$7,300 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying services are professional services that the District must contract directly.

These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide surveying services needed for the design of the track and synthetic turf project at Foster High School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
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

October 25, 2018

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Partial Topographic Survey services at the Foster High School Campus
William Andrews League, Abstract 3
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 topographic survey on the practice football field and surrounding area of the Foster High School campus, per the attached exhibit.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated in the attached exhibit provided us by PBK Sports. We will survey ground and existing concrete locations and elevations within the Project Site as limited to and depicted on the attached exhibit along with the finish floor elevations of those buildings immediately adjacent to the Project Site. Additionally we will locate utilities based upon visible above-ground evidence, and the inverts and flowlines of all drainage facilities within the Project Site.

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

Project Fee

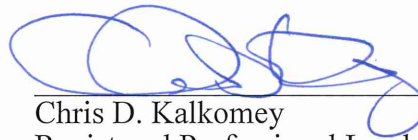
The fee for these services is \$7,300.00.

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
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Enclosure

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

Date

Name (Printed)

Phone Number

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

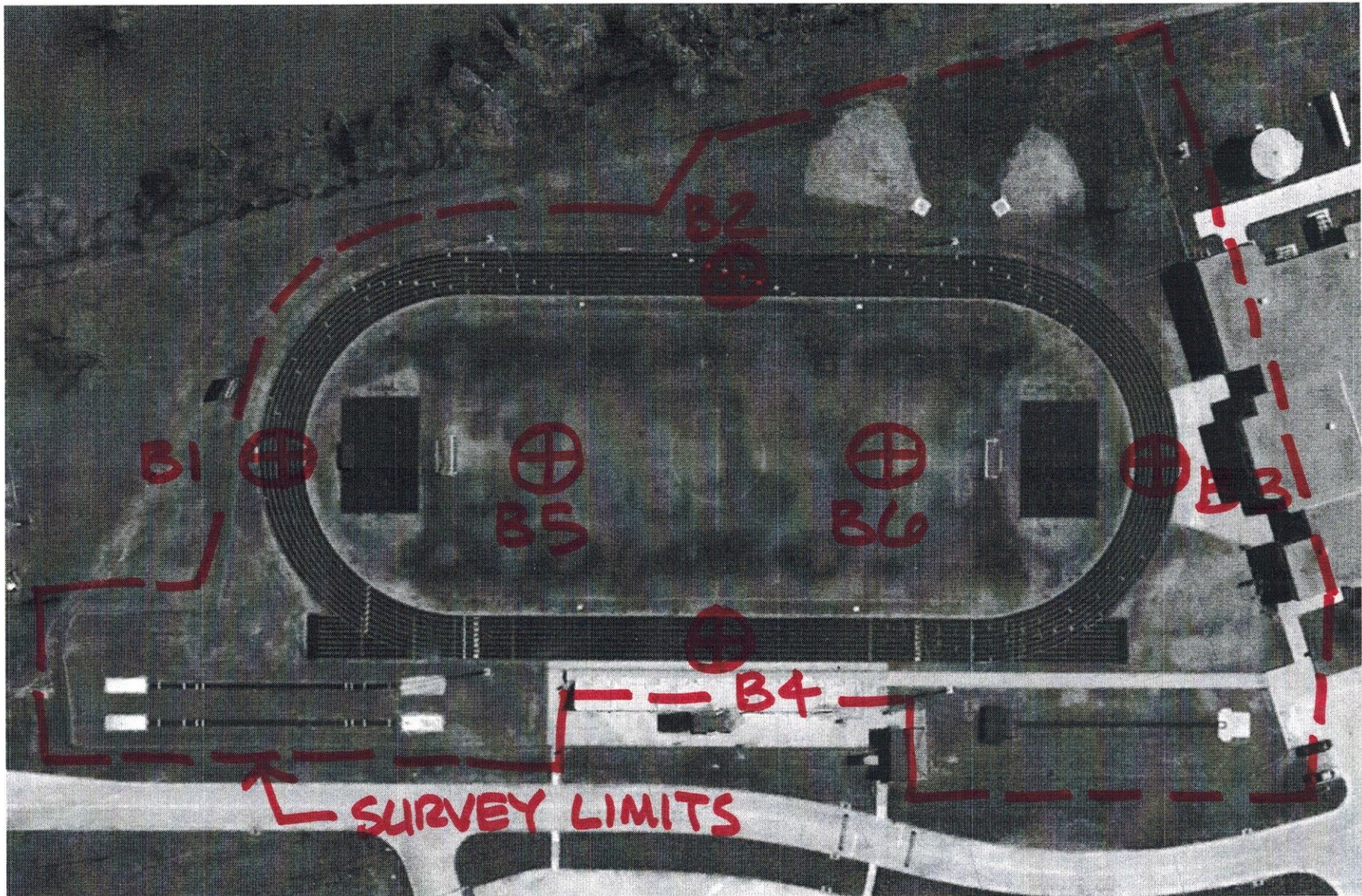
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or 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.



FOSTER H.S.

BORINGS: B1-B4 @ 15'
B5-B6 @ 10'

SURVEY:

- TRACK & FIELD = 50' GRID
- AREAS OUTSIDE OF TRACK = 100' GRID

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE
GEORGE RANCH HIGH SCHOOL SYNTHETIC TURF PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for the synthetic turf project at George Ranch High School in the amount of \$3,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying services are professional services that the District must contract directly.

These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide surveying services needed for the design of the synthetic turf project at George Ranch High School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

October 25, 2018

Mr. Kevin McKeever
mckeeper@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services at the George Ranch High School Campus
Wiley Martin Survey, Abstract 56
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 topographic survey on the existing practice football field of the George Ranch High School campus, per the attached exhibit.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated in the attached exhibit provided us by PBK Sports. We will survey ground and existing concrete locations and elevations within the Project Site as limited to and depicted on the attached exhibit along with utilities based upon visible above-ground evidence, and the inverts and flowlines of all drainage facilities within the Project Site.

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

Project Fee

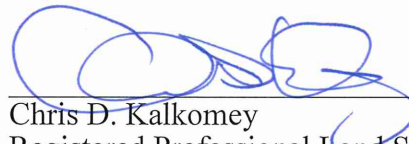
The fee for these services is \$3,500.00.

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
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Enclosure

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

Date

Name (Printed)

Phone Number

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

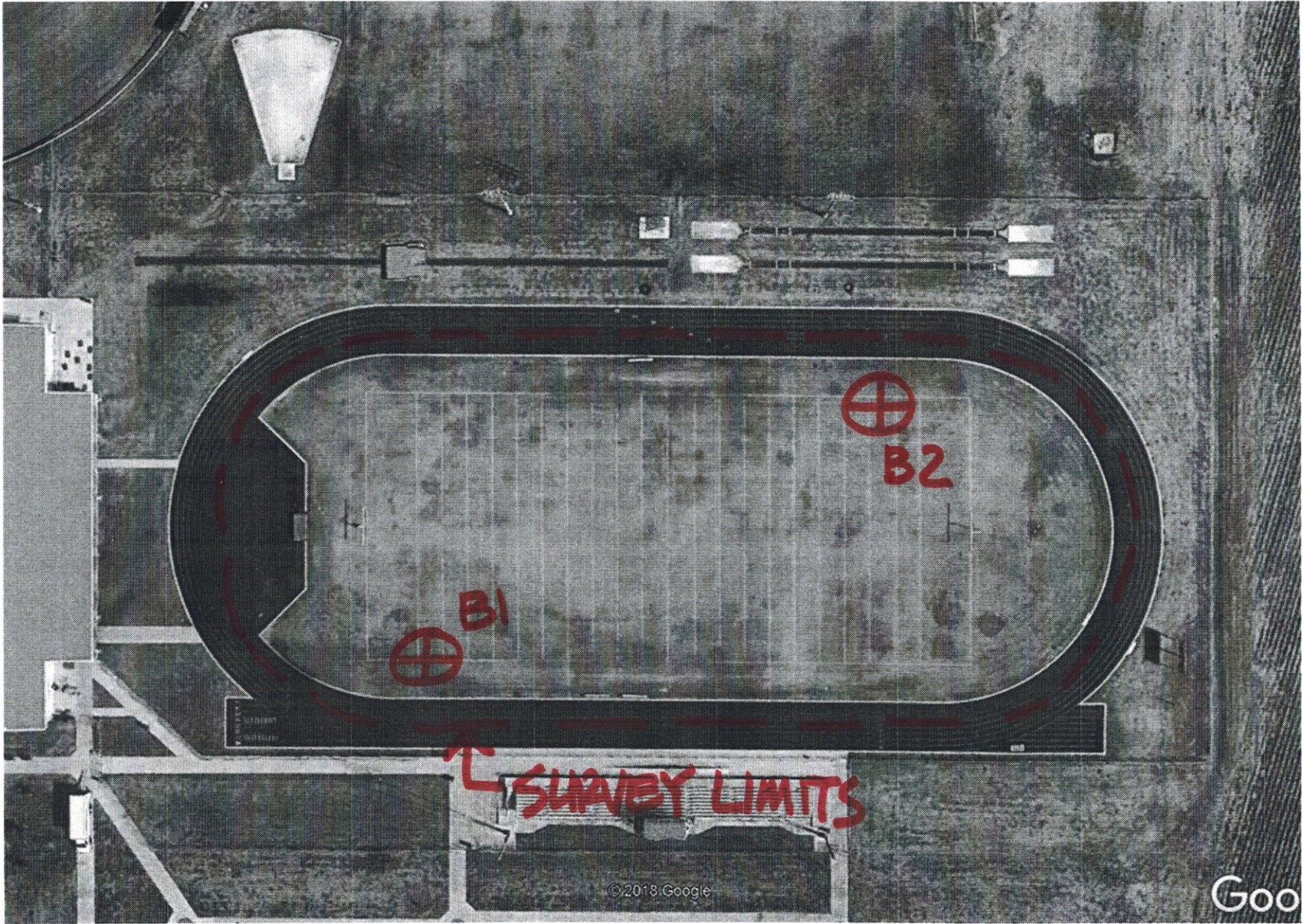
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or 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.



GEORGE RANCH H.S.

BORINGS: B1-B2 @ 15'

SURVEY:
INSIDE TRACK CURB AND
FIELD = 50' GRID

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR THE
TERRY HIGH SCHOOL SYNTHETIC TURF PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying services for the synthetic turf project at Terry High School in the amount of \$3,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying services are professional services that the District must contract directly.

These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide surveying services needed for the design of the synthetic turf project at Terry High School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY**

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

October 25, 2018

Mr. Kevin McKeever
mckeeper@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services at the B. F. Terry High School Campus
James Lowery Survey, Abstract 275
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 topographic survey on the existing practice football field of the B. F. Terry High School campus, per the attached exhibit.

Scope of Services

I. Topographic Survey

We will perform an on-the-ground topographic survey of the Project Site as indicated in the attached exhibit provided us by PBK Sports. We will survey ground and existing concrete locations and elevations within the Project Site as limited to and depicted on the attached exhibit along with utilities based upon visible above-ground evidence, and the inverts and flowlines of all drainage facilities within the Project Site.

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

Project Fee

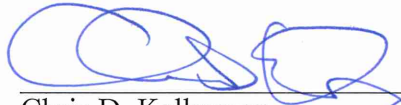
The fee for these services is \$3,500.00.

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 Terry_track.doc
Enclosure

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

Date

Name (Printed)

Phone Number

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

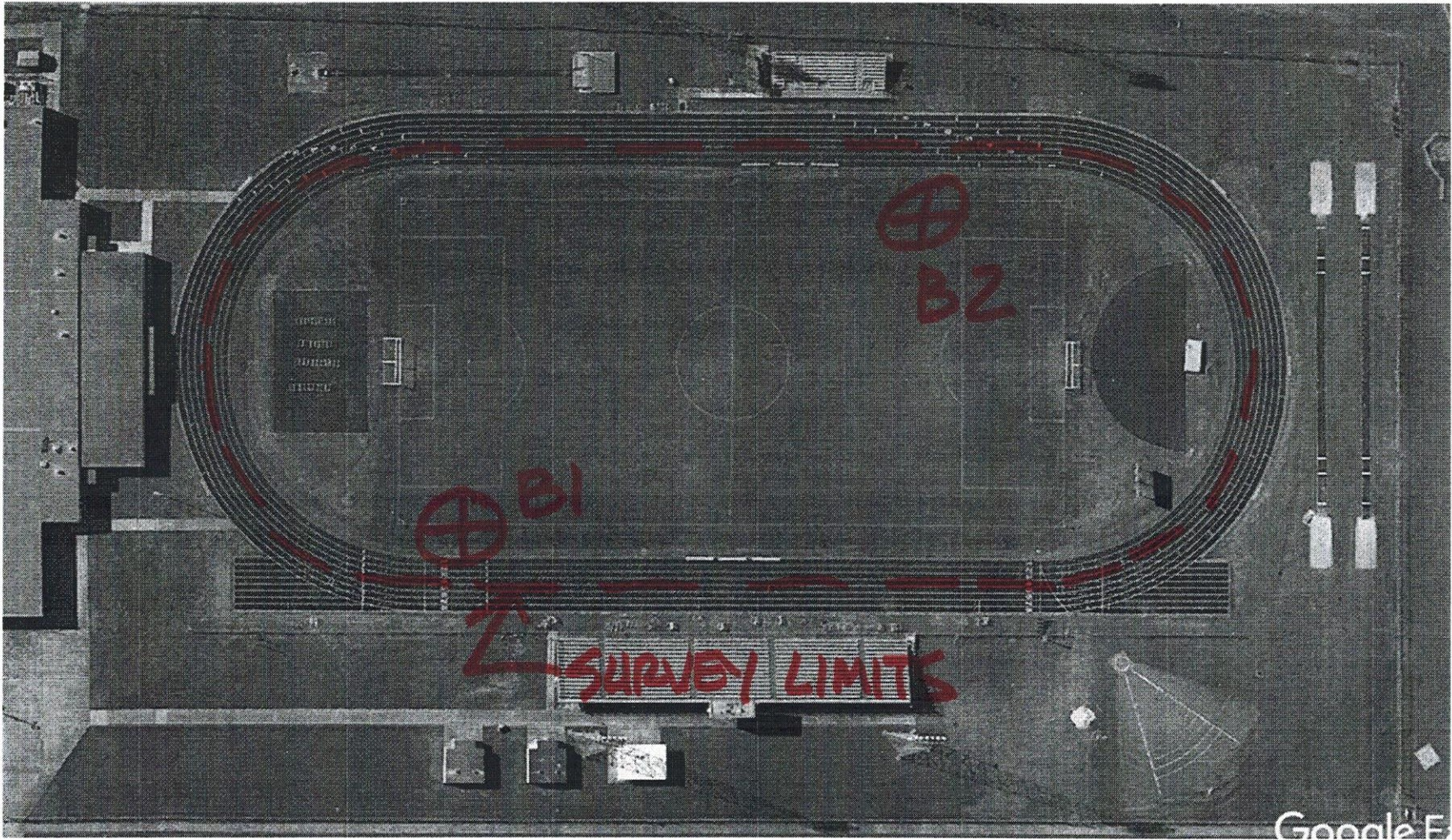
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or 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.



TERRY H.S.

BORINGS: B1-B2 @ 15'

SURVEY:
INSIDE TRACK CURB AND
FIELD = 50' GRID

**CONSIDER APPROVAL OF ARCHITECT CONTRACT FOR THE
LAMAR CONSOLIDATED HIGH SCHOOL COMPLEX PROJECT**

RECOMMENDATION:

That the Board of Trustees approve PBK Sports for the design of the Lamar Consolidated High School complex project and authorize the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

The Lamar Consolidated High School complex project will include upgrades to Traylor Stadium, a new sub-varsity competition field with bleachers, parking and drainage improvements, and Lamar complex traffic flow. 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 2017 bond funds.

PROGRAM DESCRIPTION:

Upon approval, PBK Sports will begin the design process for the Lamar Consolidated High School complex project.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF ARCHITECT CONTRACT

RECOMMENDATION:

That the Board of Trustees approve Huckabee Inc. for the renovation projects at Wessendorff Middle, Navarro Middle, Campbell Elementary, and Williams Elementary schools and authorize the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

These projects include carpet and vinyl replacements for Wessendorff Middle, Navarro Middle, Campbell Elementary, Williams Elementary, and office renovations and fire sprinkler installation at Williams Elementary. Law in Texas Government code 2254 prescribes procurement for architect or engineer services. 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 2017 available Bond Funds.

PROGRAM DESCRIPTION:

Upon approval, Huckabee Inc. will begin the design process for the carpet and vinyl replacements for Wessendorff Middle, Navarro Middle, Campbell Elementary, Williams Elementary, and the office renovations and fire sprinkler installation at Williams Elementary.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PROCUREMENT METHOD
FOR THE 2017 BOND PROJECTS**

RECOMMENDATION:

That the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement with the evaluation criteria for the 2017 Bond projects.

IMPACT/RATIONALE:

The Texas Education Code 44.031 requires school districts to procure construction services using a method as outlined in Texas Government Code, Chapter 2269 for construction purchases totaling \$50,000 or more. Additionally, the Texas Government Code 2269 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the 2017 Bond Projects.

PROGRAM DESCRIPTION:

The competitive sealed proposal method of procurement promotes competitive pricing among the bidders, but allows negotiations between the District and the selected contractor(s) before the contract is finalized. As the District must state its selected method of procurement, as well as the evaluation criteria in the notice to bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

EVALUATION CRITERIA FOR PROPOSAL

This proposal shall be evaluated using the evaluation criteria listed below.

	Evaluation Criteria	Point System
	Purchase price – Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document.	20
2	Reputation of the vendor and of the vendor’s goods or services – Proposer should have a solid reputation with other ISDs, government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.	15
3	Quality of the vendor’s goods or services – Overall assessment of vendor’s services. Vendor will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.	10
4	Extent to which the goods or services meet the district’s needs Assessment of Submitted Project Plan and Schedules	15
5	Vendor’s past relationship with the district 5- Good Business with LCISD, staff recommends use again 3- Good business with no documented issue OR never performed business with LCISD but has experience with other school districts or government entities. 1- Past performance was documented as being poor.	5
6	Proposed Team offers experience and knowledge base to the project <ul style="list-style-type: none"> • Resume submission of team • Organizational chart of team working on Lamar CISD project 	15
7	Ability to service our accounts with proper staff and insurance requirements – Provide proof of proper insurance as defined in this proposal including the percentage of bonding coverage with the inclusion of this contract.	10
8	Safety Record Vendor must submit copy of Experience Modifier Rate (EMR) for the last three years. The totals for the three years are calculated and averaged to receive the points below. 8 - EMR of .50 or less 6 - EMR 0.51-0.85 4 - EMR 0.86-0.99 2 - EMR greater than 1.0 2 additional points awarded when vendor submits an electronic or paper copy of their company safety program or handbook.	10
9	TOTAL	100 POINTS

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL PAYMENT
FOR THE FOSTER HIGH SCHOOL WATER PLANT**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$2,525 and final payment of \$82,475 to W.W. Payton Corporation for the construction of the Foster High School water plant and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

W.W. Payton Corporation was the contractor for the construction of the Foster High School water plant. Substantial completion was achieved on October 15, 2018. Funding is from the 2014 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and W.W. Payton Corporation will be paid 100 percent for the construction of the Foster High School water plant.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
James D. Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Foster High School Water Plant Upgrades 4400 FM 723 Richmond, TX 77406	CONTRACT INFORMATION: Contract For: General Construction Date: October 20, 2017	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: November 15, 2018
OWNER: <i>(Name and address)</i> Lamar Consolidated Independent School District 3911 Avenue I Rosenberg, TX 77471	ARCHITECT: <i>(Name and address)</i> KCI Technologies, Inc. 801 Travis Street, Suite 2000 Houston, TX 77002	CONTRACTOR: <i>(Name and address)</i> W.W. Payton Corporation 30655 FM 529 Brookshire, TX 77423

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 560,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 560,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 2,525.00
The new Contract Sum including this Change Order will be	\$ 557,475.00

The Contract Time will be increased by One Hundred Ninty-Eight (198) days.
The new date of Substantial Completion will be October 15, 2018

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

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

KCI Technologies, Inc.	W.W. Payton Corporation	Lamar Consolidated Independent School District
_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
Kathy Berek, PE _____ PRINTED NAME AND TITLE	Chad Payton, Vice President _____ PRINTED NAME AND TITLE	James Steenberg, Board President _____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER :	Lamar Consolidated ISD 4907 Avenue I Rosenberg, TX 77471	PROJECT:	Foster High School Water Plant Upgrades 4400 FM 723 Richmond, TX 77406	APPLICATION NO:	2	APPLICATION DATE:	10/31/2018	Distribution to:	OWNER: X
FROM	W.W. Payton Corporation 30655 FM 359 Brookshire, TX 77423	VIA	KCI Technologies 801 Travis Street, Suite 2000 Houston, TX 77002	PERIOD TO:	10/31/2018	CONTRACT FOR:	Construction	ARCHITECT: X	
CONTRACTOR:		Architect:		CONTRACT DATE:	Oct 20 2017	PROJECT NO:	03-2018VRG	CONTRACTOR: X	FIELD:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: W.W. Payton Corporation

1. ORIGINAL CONTRACT SUM \$ 560,000.00
2. Net change by Change Orders (\$2,525.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 557,475.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 557,475.00

5. RETAINAGE:
 - a. $\frac{0}{100}$ % of Completed Work (Column D + E on G703) \$ 0.00
 - b. $\frac{0}{100}$ % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ -

6. TOTAL EARNED LESS RETAINAGE \$ 557,475.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior G702) \$ 475,000.00

8. CURRENT PAYMENT DUE \$ 82,475.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ (2,525.00)	\$ (2,525.00)
TOTALS	\$ -	\$ (2,525.00)
NET CHANGES by Change Order		\$ (2,525.00)

By: _____ Date: _____

State of: Texas
County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onsite observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL PAYMENT
FOR THE AUSTIN ELEMENTARY ROOF REPLACEMENT**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$3,595 and final payment of \$40,082.80 to Ally Roofing Services for the construction of the Austin Elementary roof replacement and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Ally Roofing Services was the contractor for the construction of the Austin Elementary roof replacement. Substantial completion was achieved on October 4, 2018. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the Change Order #1 and Ally Roofing Services will be paid 100 percent for the construction of the Austin Elementary roof replacement.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
2018 Reroofing Package
Stephen F. Austin Elementary
1630 Pitts Road
Richmond, TX 77406

CONTRACT INFORMATION:
Contract For: General Construction
Date: June 21, 2018

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: October 10, 2018

OWNER: *(Name and address)*
Lamar Consolidated ISD
3911 Avenue I
Rosenberg, TX 77471

ARCHITECT: *(Name and address)*
PBK Architects, Inc.
dba BEAM Professionals
11 Greenway Plaza, 22nd Floor
Houston, TX 77046

CONTRACTOR: *(Name and address)*
Ally Roofing Services
507 Rankin Circle North
Houston, TX 77073

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Deductive Change Order to add the unused portion of the Owner's Contingency.

The original Contract Sum was	\$	805,251.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	805,251.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,595.00
The new Contract Sum including this Change Order will be	\$	801,656.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be unchanged.

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

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

PBK Architects, dba BEAM Professionals

Ally Roofing Services

Lamar Consolidated Independent School District

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

[Handwritten Signature]

SIGNATURE

[Handwritten Signature]

SIGNATURE

SIGNATURE

Peter Saker, Vice President BEAM Professionals

Bo Chapman Vice President

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

10/10/18

DATE

10-11-18

DATE

DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

TO OWNER:
 Lamar Consolidated Independent School District
 3911 Avenue I
 Rosenberg, TX 77471
FROM CONTRACTOR:
 Ally Roofing Services LLC
 507 Rankin Circle North
 Houston, TX 77073
CONTRACT FOR: Stephen F. Austin Elementary School

PROJECT: Roof Replacement at
 Stephen F. Austin Elementary
 1630 Pitts Road
 Richmond, TX 77046
VIA ARCHITECT: PBK
 dba BEAM Professionals
 11 Greenway Plaza
 22nd Floor
 Houston, TX 77046

APPLICATION NO: Retainage
PERIOD TO: 10/20/18
PROJECT NOS: CSP #14-2018LN
PBK Project No.: 18156
CONTRACT DATE: 06/21/18

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	805,251.00
2. Net change by Change Orders	\$	(3,595.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	801,656.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	801,656.00
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	0.00
b. <u>5</u> % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	801,656.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	761,573.20
8. CURRENT PAYMENT DUE	\$	40,082.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR:

By: Dina Chapman Date: October 20, 2018

State of: TEXAS

Subscribed and sworn to before me this 20th day of October, 2018

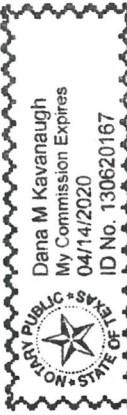
Notary Public: Dana Kavanagh

My Commission expires: 04-14-20

County of: HARRIS

My Commission Expires 04/14/2020

ID No. 130620167



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 40,082.80

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 10-30-2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$3,595.00)
Total approved this Month		
TOTALS	0.00	(3,595.00)
NET CHANGES by Change Order	(3,595.00)	

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING AND
PLATTING SERVICES FOR TAMARRON ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying and platting services for Tamarron Elementary School in the amount of \$21,300 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying and platting services are professional services that the District must contract directly.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. will provide the topographic survey and plat information needed for the design of Tamarron Elementary School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
James D. Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
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

October 25, 2018

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic & Platting services on approximately 12 acres
Micajah Autrey Survey, Abstract 100
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 is requiring a topographic survey and a recorded plat on an approximate 12 acre proposed Reserve in the Tamarron development in Fulshear. This tract is to be a future site for LCISD Elementary School No. 28. The plat will need to be approved by the City of Fulshear and Fort Bend County.

Scope of Services

I. Topographic Survey Services

- A. We will perform a topographic survey of the approximate 12 acre tract on a 100-foot grid interval. We will include cross-sections of adjacent Coles Canyon Drive and adjacent Rileys Ridge and will locate adjacent utilities as determined by available above-ground evidence.
- B. The final product will be an electronic file in AutoCAD format that can be provided to the District's engineer/designer.

II. Platting Services

- A. We will perform a boundary survey of the 12 acre tract and prepare a plat for submittal to the City of Fulshear and Fort Bend County. The plat will need to be submitted as a preliminary version and then a final version. There will be multiple fees payable to the jurisdictional entities at various times, including submittal fees, filing fees, tax certificates, and a platting letter from a title company. Those fees are included in our total fee. Please note these services cover only boundary and plat preparation and do not include any engineering design or analysis.
- B. The final product will be a plat of the Reserve filed for record at the County Clerk's office.

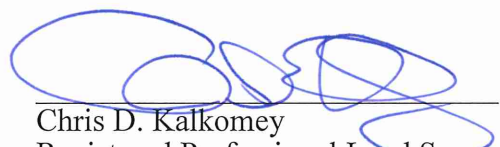
Project Fee

The combined fee for these services is \$21,300.00.

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD_Tamarron topo and platting.doc
Enclosure

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

Date

James Steenbergen -Board President

Name (Printed)

832-223-0000

Phone Number

AUTHORIZATION FOR WORK TO PROCEED

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

STANDARD OF PRACTICE

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

BILLING AND PAYMENT

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

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

OWNERSHIP/REUSE OF DOCUMENTS

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

INSURANCE

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

CONSEQUENTIAL DAMAGES

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

TERMINATION

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

SUCCESSORS AND ASSIGNS

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

SEVERABILITY

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

SPECIAL PROVISIONS

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

CONTROLLING LAW

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

**CONSIDER APPROVAL OF CENTERPOINT ENERGY GAS
DEVELOPMENT FEES FOR CULVER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve CenterPoint Energy gas development fees for Culver Elementary School and approve the payment in the amount of \$8,240.

IMPACT/RATIONALE:

CenterPoint Energy is the gas service provider that the District must contract directly with for the installation of gas service. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, CenterPoint Energy will install a new service line, street bore, and meter for Culver Elementary School. Upon approval, a check will be issued for this work per the attached invoice.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
James D. Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



Please make payable to:
CenterPoint Energy
 Attn: Business Process
 P.O. BOX 2883
 Houston, Texas 77252-2883

INVOICE

Customer Info:

11/1/18

Name: LCISD - CULVER ELEMENTRY **BP#** 3997087
Address: 3131 LEARNING TREE LN
City: ROSENBERG **State** TX **Zip** 77471
Phone: 713-858-8433
Fax/Email:
RE: NEW GAS SERVICE LINE **Zones:** 50054002
Gas Coordinator: IGNACIO GUERRERO **Phone:** 281-341-4963

Description	W/O #	Qty / Ftg	Charge	Total
GAS SERVICE LINE	88062999	1	5,220.00	5,220.00
5M ROOTS METER	88072648	1	3,020.00	3,020.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL				\$8,240.00

MAIL PAYMENT TO THE ABOVE ADDRESS.

Make all checks payable to: *CenterPoint Energy*

Send a copy of this invoice along with the check. Charges good for 30 days from date of invoice.

Payment is required prior to release of construction work order

If you have any questions concerning this invoice, please contact coordinator at number above.

Thank you for using natural gas.

Approved by:

139 James Steenbergen- Board President

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL PAYMENT TO
JAMAIL & SMITH CONSTRUCTION FOR BAND ADDITIONS AT LAMAR
CONSOLIDATED AND TERRY HIGH SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve the final deductive change order in the amount of \$16,000 and final payment in the amount of \$1,395.40 to Jamail & Smith Construction, Inc. for the Lamar Consolidated High School band additions and \$1,161.60 to Jamail & Smith Construction, Inc. for the Terry High School band additions and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

The Board of Trustees terminated the contract with IKLO in June of 2018 and approved the contract with Jamail & Smith Construction to complete the remaining work. All work has been completed by Jamail & Smith Construction and final payment is due.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Jamail & Smith will be paid 100% for the band hall work at Lamar Consolidated and Terry high schools.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 James D. Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture
 Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Lamar Consolidated ISD
3911 Ave I
Rosenberg, TX 77471

PROJECT: Lamar CISD Band Hall
4814 Mustang Ave
Rosenberg, TX 77471

APPLICATION NO: 03

DRAW NO: Draw00003

INVOICE NO: 122172

PERIOD TO: 10-31-18RET

CONTRACT DATE: 6/22/2018

PO/WO/JL # NTP
FUND #

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Jamail & Smith Construction LP
16511 Hedgecroft, Suite 208 VIA ARCHITECT:
Houston, TX 77060

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 35,908.00
- 2. Net change by Change Orders \$ -8,000.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 27,908.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 27,908.00

5. RETAINAGE:

- a. _____ % of Completed Work (Column D + E on G703) \$ _____
- b. _____ % of Stored Material (Column F on G703) \$ _____

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 27,908.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)

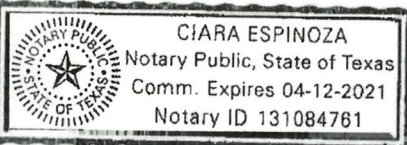
- 8. CURRENT PAYMENT DUE \$ 26,512.60
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,395.40
- \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		-8,000.00
Total approved this Month		
TOTALS		-8,000.00
NET CHANGES by Change Order		-8,000.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jamail & Smith Construction LP

By: [Signature] Date: 11/2/18
State of: Texas County of: Harris
Subscribed and sworn to before me this 2nd day of November 2018
Notary Public: [Signature]
My Commission expires: 4/12/21



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Lamar Consolidated ISD
3911 Ave I
Rosenberg, TX 77471

PROJECT: Lamar CISD Terry HS Band Hall
Avenue N
Rosenberg, TX 77471

APPLICATION NO: 03
DRAW NO: Draw00003
INVOICE NO: 122173
PERIOD TO: 10-31-18RET
CONTRACT DATE: 6/22/2018
PO/WO/JL #: NTP
FUND #

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Jamail & Smith Construction LP
16511 Hedgcroft, Suite 208
Houston, TX 77060

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

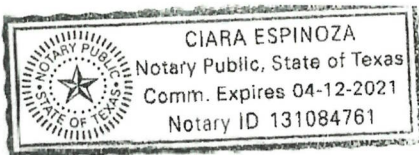
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 31,232.00
2. Net change by Change Orders	\$ -8,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 23,232.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 23,232.00
5. RETAINAGE:	

- a. % of Completed Work
(Column D + E on G703)
- b. % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 23,232.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	\$ 22,070.40
8. CURRENT PAYMENT DUE	\$ 1,161.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-8,000.00
TOTALS		-8,000.00
NET CHANGES by Change Order		-8,000.00



The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jamail & Smith Construction LP

By: Holly Frank Date: 11/2/18
State of: Texas County of: Harris
Subscribed and sworn to before me this 2nd day of November 2018
Notary Public: [Signature]
My Commission expires: 4/12/21

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights the Owner or Contractor under this Contract.

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL PAYMENT
FOR THE FULSHEAR HIGH SCHOOL SHELL SPACE**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$24,513 and final payment of \$69,659.35 to Drymalla Construction Company, Inc. for the construction of the Fulshear High School shell space and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Drymalla Construction Company, Inc. was the contractor for the construction of the Fulshear High School shell space. Substantial completion was achieved on August 8, 2018. Funding is from the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Drymalla Construction Company, Inc. will be paid 100 percent for the construction of the Fulshear High School shell space.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
James D. Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Churchill Fulshear Jr. High School Shell Space 9302 Charger Way Fulshear, Texas 77441	CONTRACT INFORMATION: Contract For: General Construction Date: March 22, 2018	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: October 17, 2018
OWNER: <i>(Name and address)</i> Lamar Consolidated Independent School District 3911 Avenue I Rosenberg, Texas 77471	ARCHITECT: <i>(Name and address)</i> PBK Architects, Inc. 11 Greenway Plaza, 22nd Floor Houston, Texas 77046	CONTRACTOR: <i>(Name and address)</i> Drymalla Construction Company, Inc. 608 Harbert Street Columbus, Texas 78934

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Churchill Fulshear Jr. High School Deductive Change Order.

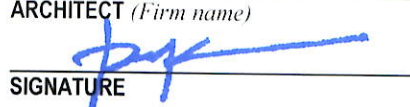
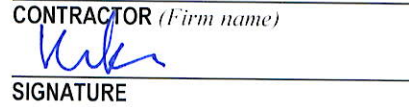
Original Owner's Contingency Allowance:	\$80,000.00
Approved Allowance Expenditure Authorization:	\$55,487.00
Remaining Balance Allowance Expenditure Authorization:	\$24,513.00

The original Contract Sum was	\$	1,417,700.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,417,700.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	24,513.00
The new Contract Sum including this Change Order will be	\$	1,393,187.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

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

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

PBK Architects, Inc.	Drymalla Construction Company, Inc.	Lamar Consolidated Independent School District
_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
 _____ SIGNATURE	 _____ SIGNATURE	_____ SIGNATURE
Rick Blain, AIA, LEED AP, Partner _____ PRINTED NAME AND TITLE	Bill Breen, Senior Project Manager _____ PRINTED NAME AND TITLE	James Steenberg, Board President _____ PRINTED NAME AND TITLE
10/17/18 _____ DATE	10/26/18 _____ DATE	_____ DATE

TO OWNER:
Lamar Consolidated ISD
 3911 Avenue I
 Rosenberg, TX 77471

PROJECT:
Fulshear High School
 Shell Build Out

FROM CONTRACTOR:
 Drymalla Construction Company, Inc.
 PO Box 698
 Columbus, TX 78934

VIA ARCHITECT:
PBK Architects
 11 Greenway Plaza
 22nd Floor
 Houston, TX 77046

CONTRACT FOR: Fulshear Shell Build Out

APPLICATION NO: 6 Retainage

PERIOD TO: 08/31/18

PROJECT NOS: 4273

CONTRACT DATE: 03/22/18

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 1,417,700.00
2. Net change by Change Orders \$ (24,513.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,393,187.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,393,187.00

5. RETAINAGE:
 - a. _____ % of Completed Work \$ _____
 (Column D + E on G703)
 - b. _____ % of Stored Material \$ _____
 (Column F on G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,323,527.65
8. **CURRENT PAYMENT DUE** \$ **69,659.35**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CONTRACTOR: Drymalla Construction Company, Inc.

By: _____ **Date:** 08/28/18

State of: Texas County of: Colorado
 Subscribed and sworn to before me this 28th day of August 2018
 Notary Public: *Diane E. Welch*
 My Commission Expires: *March 19, 2019*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **69,659.35**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: PBK Architects

By: *[Signature]* **Date:** 10/5/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$24,513.00
TOTALS		\$24,513.00
NET CHANGES by Change Order	(\$24,513.00)	

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR THE CHILD NUTRITION RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Huckabee Inc. for the Child Nutrition new cooler/freezers and serving line renovations and authorize the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

The Child Nutrition coolers/freezers will be replaced at Austin Elementary, Beasley Elementary, Huggins Elementary, Pink Elementary, Taylor Ray Elementary, Seguin Early Childhood Center, Travis Elementary, and Williams Elementary. The Child Nutrition serving lines will be renovated at Bowie Elementary, George Junior High, Jackson Elementary, and Terry High. 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 2017 bond referendum.

PROGRAM DESCRIPTION:

Upon approval, Huckabee Inc. will begin the design process for the Child Nutrition cooler/freezer replacements and the serving line renovations.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CHANGE ORDER #1 AND FINAL PAYMENT
FOR CARTER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve change order #1 for the addition of 18 days due to Hurricane Harvey and final payment in the amount of \$1,002,757.50 to Drymalla Construction Company for the construction of Carter Elementary School and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Drymalla Construction Company, Inc. was the contractor for the construction of Carter Elementary School. Substantial completion was achieved on August 1, 2018. Due to the impact of Hurricane Harvey, it was necessary to extend the construction completion date.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Drymalla Construction Company, Inc. will be paid 100 percent for the construction of Carter Elementary School.

Submitted By: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
James D. Rice, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture
Gloria Barrera, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF _____ PAGES

TO OWNER:

Lamar Consolidated ISD

3911 Avenue I
Rosenberg, TX 77471

FROM CONTRACTOR:

Drymalla Construction Company, Inc.
PO Box 698
Columbus, TX 78934

PROJECT: Don Carter Elementary School

8500 A Meyers Rd.
Richmond, TX 77469

VIA ARCHITECT:

VLK Architects
20445 State Hwy 249, Suite 350
Houston, TX 77070

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
-
-

PERIOD TO: 10/31/18

PROJECT NOS: 4255

CONTRACT DATE: 04/28/17

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 20,055,150.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 20,055,150.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 20,055,150.00

5. RETAINAGE:
 - a. % of Completed Work \$ _____
 - (Column D + E on G703)
 - b. % of Stored Material \$ _____
 - (Column F on G703)

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 20,055,150.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 19,052,392.50
8. CURRENT PAYMENT DUE \$ 1,002,757.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CONTRACTOR: Drymalla Construction Company, Inc.

By:  **Date:** 10/30/18

State of Texas County of: Colorado
Subscribed and sworn before me this 30th day of October 2018
Notary Public, State of Texas
My Commission Exp. 03-15-2019



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,002,757.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: VLK Architects, Inc.

By: _____ **Date:** _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

**CONSIDER APPROVAL OF RANKING OF
CONSTRUCTION MANAGER-AGENT (CMA)**

RECOMMENDATION:

That the Board of Trustees approve the ranking of Construction Manager-Agent (CMA) firms and authorize the Superintendent to begin contract negotiations for construction manager agent services for the 2017 Bond program.

IMPACT/RATIONALE:

In September, the Purchasing Department released a Request for Qualifications, RFQ 02-2019LN, for Construction Manager-Agent (CMA).

Procured in the same manner as an Architect or Engineer, an RFQ for Construction Manager Agent (CMA) is prescribed by law in Texas Government Code 2269. The code, specifically 2269.052(b), requires all submissions be selected on the basis of demonstrated competence and qualifications.

The RFQ, as per the code, was advertised in the Fort Bend Herald. The Purchasing Department extended marketing of this solicitation by contacting fifteen (15) firms who previously indicated an interest or performed these services for other entities. Additionally, firms who registered on the Lamar CISD Interested Vendor database were also contacted directly regarding this solicitation.

The RFQ required responsive firms to provide detailed information providing evidence of demonstrated competence and qualifications. A rubric (Exhibit 1) was provided in the RFQ offering a two-step approach of specific facts, which would allow staff to quantify and reduce the submissions to three (3) top firms.

This rubric, while not required by statute, allowed the evaluation team to successfully and without subjectivity review six (6) submitted responses using a consistent methodology.

Upon completion of the initial evaluation (Exhibit 2, Step 1 Criteria), the Facilities/Planning and Maintenance Departments provided a list of three (3) firms. All six (6) firms responding were notified of the three (3) firms that would receive an invitation for interview (Step 2).

The top three (3) firms were provided with a list of twelve (12) identical questions. During their interview, each firm was asked to address the twelve (12) questions before a committee made up of the Board Facilities Committee, the Superintendent, Deputy Superintendent of Support Services, and Executive Director of Facilities & Planning. The Committee heard presentations from the three firms on October 26, 2018. Following the presentations, a scoring rubric was provided to determine the quality of response to each of the twelve (12) questions. Scores from the interviews were collected and tabulated by the Purchasing Department (Exhibit 2). In addition, a scoring rubric was prepared by Financial Services staff to evaluate the financial strength of the three firms (Exhibits 2 & 3). Financial statement information was reviewed for the firms assuming financial responsibility for the engagement. The combined results of the interview tabulation and the Step 1 Total Score offer the final ranking of firms as follows:

1. Rice Gardner
2. AECOM
3. JLL

PROGRAM DESCRIPTION:

Upon approval of the ranked list, the Superintendent will begin negotiations with the top ranked firm. If negotiations should fail, the firm will be notified in writing and negotiations may begin with the next firm in rank.

Submitted by: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Lamanda Nipps, Purchasing and Materials Manager
Michele Reynolds, CPA, Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF NEW APPRAISERS FOR TEACHING STAFF

RECOMMENDATION:

That the Board of Trustees approve the appraiser(s) who have recently become certified or are new to the Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

Rules adopted by the State Board of Education indicate that the local District Board of Trustees must approve appraisers other than the teacher's supervisor.

PROGRAM DESCRIPTION:

Listed below are substitute administrators who are new to LCISD or have recently become certified as appraisers.

Susan Cornelius
Christopher Juntti

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney Beard, Lead Staffing Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

**INFORMATION ITEM: THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT AFFILIATED COMMUNITY ORGANIZATIONS MANUAL**

Affiliated Community Organizations are parent organizations established to promote school programs or complement student groups or activities. An Affiliated Community Organization's purpose may be to support a student group or program at a particular school or various student groups or programs at various schools. Students enrich their education and expand their horizons when they participate in school activities and programs. Therefore, the District greatly appreciates the time, effort, and financial support that the Affiliated Community Organizations provide to our students.

The Lamar Consolidated Independent School District prepared the Affiliated Community Organizations Manual to assist Affiliated Community Organizations in meeting District, University Interscholastic League (UIL), state, and federal requirements. Therefore, it includes checklists, laws, regulations, policies, suggestions, and examples for Affiliated Community Organizations to follow. The Manual includes some items that must be followed by all Affiliated Community Organizations, such as District policies and guidelines, UIL guidelines, and state and federal regulations. Other items include suggestions for improving your organization related to day-to-day activities. The manual was reviewed by the following people:

- Director of Athletics
- Director of Performing and Visual Arts
- Director of Career and Technical Education
- Director of Finance
- 2 Elementary Principals
- 3 Secondary Principals
- 2 Elementary PTA/PTO/Booster Members
- 2 Secondary PTA/PTO/Booster Members

The District is not an authority on specific accounting situations or tax-related issues concerning individual Affiliated Community Organizations; therefore, Affiliated Community Organizations should obtain competent independent counsel on accounting, legal, and tax matters related to their specific circumstances.

Resource Person: Valerie Vogt, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs

INFORMATION ITEM: STRATEGIC PLANNING

The Lamar CISD Strategic Planning process is underway. The stakeholder-driven strategic planning process is open to the entire Lamar CISD community, including the Board, superintendent, Cabinet, principals, teachers, central and school-based staff, students, parents, community members and business leaders to chart the strategic direction over the next five years.

The Holdsworth Center has agreed to partner with Lamar CISD to facilitate the strategic planning process. The District has scheduled 10 listening tour community meetings on the following dates:

- Oct. 2 Dickinson Elementary School – 52 participants
- Oct. 8 Leaman Junior High School – 23 participants
- Oct. 15 Wessendorff Middle School – 37 participants
- Oct. 17 Hubenak Elementary School – 26 participants
- Oct. 29 Terry High School – 21 participants
- Nov. 5 Ryon Middle School – 31 participants
- Nov. 26 Adolphus Elementary School
- Nov. 27 Foster High School
- Nov. 29 Ray Elementary School
- Dec. 3 Hutchison Elementary School

All listening tour community meetings begin at 6:30 p.m. In all, there have been 190 participants.

The Strategic Planning Listening Tour survey was also launched on Monday, Oct. 15 and will be available on the District website through Dec. 3. As of Nov. 7, 2018, over 7,500 parent, staff, community and student participants have completed the online survey.

Resource Person: Dr. Thomas Randle, Superintendent of Schools

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF OCTOBER 31, 2018)**

- Exhibit "A" gives the LCISD collections made during the month of October 31, 2018.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2018 through August 31, 2019.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through October 31, 2018, LCISD had collected 0.0 % of the 2018-19 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2018-2019.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Lamar Consolidated ISD
Tax Collections
October 2018

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
18	\$ 428,572.45	\$ -	\$ -	\$ 428,572.45	\$ 326,825.10	\$ -	\$ 101,747.35	\$ -
17	\$ 207,021.27	\$ 47,952.28	\$ 51,952.59	\$ 306,926.14	\$ 154,895.52	\$ 87,830.97	\$ 52,125.75	\$ 12,073.90
16	\$ 44,100.75	\$ 11,817.72	\$ 8,304.19	\$ 64,222.66	\$ 32,996.62	\$ 17,146.33	\$ 11,104.13	\$ 2,975.58
15	\$ 16,675.69	\$ 3,234.55	\$ 2,311.17	\$ 22,221.41	\$ 12,476.95	\$ 4,731.27	\$ 4,198.74	\$ 814.45
14	\$ 16,102.00	\$ 3,429.02	\$ 2,240.03	\$ 21,771.05	\$ 12,047.65	\$ 4,805.64	\$ 4,054.35	\$ 863.41
13	\$ 12,509.90	\$ 1,933.19	\$ 1,169.19	\$ 15,612.28	\$ 9,360.02	\$ 2,615.61	\$ 3,149.88	\$ 486.77
12	\$ 1,921.46	\$ 1,287.47	\$ 612.76	\$ 3,821.69	\$ 1,437.64	\$ 1,576.06	\$ 483.82	\$ 324.17
11	\$ 472.68	\$ 431.89	\$ 172.84	\$ 1,077.41	\$ 346.86	\$ 489.76	\$ 125.82	\$ 114.97
10	\$ 775.38	\$ 587.32	\$ 141.20	\$ 1,503.90	\$ 579.61	\$ 580.25	\$ 195.77	\$ 148.27
09	\$ 428.39	\$ 470.49	\$ 170.03	\$ 1,068.91	\$ 336.75	\$ 539.88	\$ 91.64	\$ 100.64
08	\$ 347.02	\$ 403.66	\$ 8.39	\$ 759.07	\$ 272.79	\$ 325.69	\$ 74.23	\$ 86.36
07	\$ 511.24	\$ 662.69	\$ 87.66	\$ 1,261.59	\$ 393.98	\$ 598.37	\$ 117.26	\$ 151.98
06	\$ 728.31	\$ 1,020.83	\$ 150.63	\$ 1,899.77	\$ 625.91	\$ 1,027.93	\$ 102.40	\$ 143.53
05	\$ 449.11	\$ 632.00	\$ 176.09	\$ 1,257.20	\$ 396.84	\$ 734.53	\$ 52.27	\$ 73.56
04	\$ 432.66	\$ 639.67	\$ 167.46	\$ 1,239.79	\$ 382.30	\$ 732.67	\$ 50.36	\$ 74.46
03	\$ 429.91	\$ 669.23	\$ -	\$ 1,099.14	\$ 387.42	\$ 603.09	\$ 42.49	\$ 66.14
02	\$ 429.91	\$ 703.62	\$ -	\$ 1,133.53	\$ 387.42	\$ 634.08	\$ 42.49	\$ 69.54
01	\$ 2,334.60	\$ 4,795.01	\$ 1,018.72	\$ 8,148.33	\$ 2,103.87	\$ 5,339.84	\$ 230.73	\$ 473.89
00	\$ 458.91	\$ 820.50	\$ 131.20	\$ 1,410.61	\$ 408.53	\$ 861.62	\$ 50.38	\$ 90.08
99	\$ 429.91	\$ 809.66	\$ 125.75	\$ 1,365.32	\$ 388.47	\$ 857.37	\$ 41.44	\$ 78.04
98	\$ 49.61	\$ 94.18	\$ 13.32	\$ 157.11	\$ 45.87	\$ 100.39	\$ 3.74	\$ 7.11
97 & prior	\$ 206.29	\$ 462.80	\$ 66.06	\$ 735.15	\$ 192.99	\$ 499.52	\$ 13.30	\$ 29.34
Totals	\$ 735,387.45	\$ 82,857.78	\$ 69,019.28	\$ 887,264.51	\$ 557,289.11	\$ 132,630.87	\$ 178,098.34	\$ 19,246.19

**Lamar Consolidated ISD
Tax Collections
September 1, 2018-August 31, 2019
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 10/31/18
18	\$ 218,981,333.65	\$ 1,327,029.13	\$ 220,308,362.78	\$ 428,572.45	\$ -	\$ -	\$ 428,572.45	\$ 219,879,790.33
17	\$ 1,850,926.53	\$ 59,580.62	\$ 1,910,507.15	\$ 359,350.49	\$ 78,157.95	\$ 86,740.74	\$ 524,249.18	\$ 1,551,156.66
16	\$ 669,546.50	\$ 90,788.52	\$ 760,335.02	\$ 67,656.54	\$ 21,269.66	\$ 15,544.62	\$ 104,470.82	\$ 692,678.48
15	\$ 437,655.28	\$ 104,735.64	\$ 542,390.92	\$ 30,951.17	\$ 9,287.47	\$ 6,382.42	\$ 46,621.06	\$ 511,439.75
14	\$ 314,941.66	\$ 111,760.20	\$ 426,701.86	\$ 26,033.67	\$ 8,197.94	\$ 4,973.33	\$ 39,204.94	\$ 400,668.19
13	\$ 268,732.08	\$ 118,326.17	\$ 387,058.25	\$ 20,352.90	\$ 6,296.18	\$ 3,379.48	\$ 30,028.56	\$ 366,705.35
12	\$ 227,946.06	\$ 1,096.98	\$ 229,043.04	\$ 7,294.29	\$ 4,801.26	\$ 2,287.52	\$ 14,383.07	\$ 221,748.75
11	\$ 196,175.99	\$ 63.17	\$ 196,239.16	\$ 2,999.12	\$ 2,133.07	\$ 905.82	\$ 6,038.01	\$ 193,240.04
10	\$ 176,165.60	\$ (261.86)	\$ 175,903.74	\$ 3,115.81	\$ 2,772.86	\$ 1,041.40	\$ 6,930.07	\$ 172,787.93
09	\$ 151,722.30	\$ (1,184.25)	\$ 150,538.05	\$ 2,113.64	\$ 2,249.43	\$ 858.10	\$ 5,221.17	\$ 148,424.41
08	\$ 149,819.98	\$ (680.46)	\$ 149,139.52	\$ 1,963.75	\$ 2,279.99	\$ 707.00	\$ 4,950.74	\$ 147,175.77
07	\$ 74,435.76	\$ (1,091.41)	\$ 73,344.35	\$ 1,613.56	\$ 2,042.19	\$ 584.03	\$ 4,239.78	\$ 71,730.79
06	\$ 82,021.69	\$ (1,325.58)	\$ 80,696.11	\$ 1,552.83	\$ 2,181.70	\$ 547.70	\$ 4,282.23	\$ 79,143.28
05	\$ 127,295.32	\$ (1,162.16)	\$ 126,133.16	\$ 740.64	\$ 1,095.94	\$ 327.18	\$ 2,163.76	\$ 125,392.52
04	\$ 47,512.32	\$ (605.02)	\$ 46,907.30	\$ 672.78	\$ 1,035.25	\$ 294.60	\$ 2,002.63	\$ 46,234.52
03	\$ 37,419.62	\$ (606.48)	\$ 36,813.14	\$ 944.20	\$ 1,508.64	\$ 203.05	\$ 2,655.89	\$ 35,868.94
02	\$ 25,088.38	\$ (509.85)	\$ 24,578.53	\$ 636.31	\$ 1,101.97	\$ 90.71	\$ 1,828.99	\$ 23,942.22
01	\$ 23,001.31	\$ -	\$ 23,001.31	\$ 3,426.50	\$ 7,095.39	\$ 1,527.56	\$ 12,049.45	\$ 19,574.81
00	\$ 20,737.11	\$ -	\$ 20,737.11	\$ 620.41	\$ 1,170.96	\$ 207.99	\$ 1,999.36	\$ 20,116.70
99	\$ 19,148.95	\$ -	\$ 19,148.95	\$ 1,493.24	\$ 3,309.88	\$ 660.29	\$ 5,463.41	\$ 17,655.71
98	\$ 10,331.94	\$ -	\$ 10,331.94	\$ 183.01	\$ 415.67	\$ 81.55	\$ 680.23	\$ 10,148.93
97 & prior	\$ 20,665.65	\$ -	\$ 20,665.65	\$ 339.99	\$ 801.31	\$ 136.89	\$ 1,278.19	\$ 20,325.66
Totals	\$223,912,623.68	\$1,805,953.36	\$225,718,577.04	\$962,627.30	\$159,204.71	\$127,481.98	\$1,249,313.99	\$224,755,949.74

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV		0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%
DEC		51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%
JAN		83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%
FEB		95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%
MAR		96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%
APR		97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%
MAY		98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%
JUNE		98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%
JULY		98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%
AUG		99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2018-19 TAX COLLECTIONS
AS OF OCTOBER 31, 2018**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 10/31/2018	% OF BUDGET COLLECTED
2018	2018-2019	\$ 217,514,450	\$ 428,572	0.20%
2017 & Prior	2017-18 & Prior	\$ 2,100,000	\$ 534,055	25.43%
TOTAL		\$ 219,614,450	\$ 962,627	0.44%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF OCTOBER 31, 2018**

SCHOOL YEAR TAX YEAR	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018
COLLECTION YEAR						
1 Orig. Levy	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334
1 Collections	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 428,572
Adj. To Roll	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 1,327,029
2 Collections	\$ 739,176	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 359,350	
Adj. To Roll	\$ 242,601	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ 59,581	
3 Collections	\$ 333,212	\$ 305,374	\$ 192,822	\$ 67,657		
Adj. To Roll	\$ (49,699)	\$ 102,657	\$ 63,603	\$ 90,789		
4 Collections	\$ 211,870	\$ 215,732	\$ 30,951			
Adj. To Roll	\$ 113,341	\$ 191,096	\$ 104,736			
5 Collections	\$ 202,024	\$ 26,034				
Adj. To Roll	\$ 193,077	\$ 111,760				
6 Collections	\$ 20,353					
Adj. To Roll	\$ 118,326					
TOTAL:						
COLLECTIONS	\$ 149,727,548	\$ 161,969,273	\$ 178,997,916	\$ 196,667,275	\$ 207,005,392	\$ 428,572
ADJUSTED TAX ROLL	\$ 150,094,253	\$ 162,369,941	\$ 179,509,356	\$ 197,359,954	\$ 208,556,549	\$ 220,308,363
BALANCE TO BE COLLECTED	\$ 366,705	\$ 400,668	\$ 511,440	\$ 692,678	\$ 1,551,157	\$ 219,879,790
ADJ. TAXABLE VALUE	\$ 10,797,759,286	\$ 11,680,870,541	\$ 12,913,877,612	\$ 14,198,047,117	\$ 15,003,528,584	\$ 15,849,522,502
TOTAL % COLLECTIONS AS OF OCTOBER 31, 2018	99.8%	99.8%	99.7%	99.6%	99.3%	0.0%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39005	1.39000

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Argio Roofing & Construction (Seguin ECC)	Application # 2	\$	40,679.00
Beam Professionals (Austin ES Roof)	Application # 2	\$	5,435.44
Beam Professionals (Austin ES Roof – Reimbursables)	Application # 1	\$	293.15
Beam Professionals (Seguin ECC Roof – Reimbursables)	Application # 1	\$	293.15
C.A. Walker Construction (Support Services Center)	Application # 14	\$	506,770.04
C.A. Walker Construction (Support Services Center)	Application # 15	\$	443,883.79
Drymalla Construction (Culver ES)	Application # 5	\$	1,500,721.65
Drymalla Construction (Roberts MS)	Application # 5	\$	2,479,930.35
Engineered Air Balance (Carter ES)	Application # 6	\$	6,590.00
Engineered Air Balance (Culver ES)	Application # 1	\$	650.00
Engineered Air Balance (Foster HS Natatorium)	Application # 3	\$	10,100.00
Engineered Air Balance (Fulshear HS Natatorium)	Application # 3	\$	5,650.00
Engineered Air Balance (Fulshear HS Shell Space)	Application # 3	\$	16,355.00

Engineered Air Balance (George Ranch HS Natatorium)	Application # 3	\$	4,850.00
Kelly Kaluza & Associates (HS/JHS Complex #6)	Application # 1	\$	9,790.00
PBK Architects (Campbell/Dickinson Track & Turf)	Application # 10	\$	618.45
PBK Architects (Campbell/Dickinson Track & Turf)	Application # 11	\$	3,092.24
PBK Architects (Foster HS Natatorium)	Application # 20	\$	9,236.84
PBK Architects (Foster HS Natatorium)	Application # 21	\$	7,389.47
PBK Architects (Fulshear HS Natatorium)	Application # 21	\$	3,338.55
PBK Architects (Fulshear HS Natatorium – Reimbursables)	Application # 7	\$	250.00
PBK Architects (George Ranch HS Natatorium)	Application # 20	\$	8,102.64
PBK Architects (George Ranch HS Natatorium)	Application # 21	\$	3,472.56
PBK Architects (Roberts MS)	Application # 11	\$	14,019.05
PBK Architects (Support Services – Reimbursables)	Application # 9	\$	270.00
PBK Architects (Terry HS Baseball/Softball Complex)	Application # 17	\$	515.83
Pure Speed Lightwave (Support Services)	Application # 1	\$	12,450.00
Siemens Industry (District Site Lighting)	Application # 4A	\$	81,961.68

Terracon (Culver ES)	Application # 6	\$	3,117.50
Terracon (Roberts MS)	Application # 6	\$	6,378.50
Terracon (Support Services)	Application # 5	\$	5,294.00
Terracon (Support Services)	Application # 6	\$	4,764.00
Terracon (Support Services)	Application # 7	\$	1,380.50
Turner Construction (Foster HS Natatorium)	Application # 14	\$	59,090.42
Turner Construction (Fulshear HS Natatorium)	Application # 14	\$	176,338.21
Turner Construction (George Ranch HS Natatorium)	Application # 14	\$	286,026.90
VLK Architects (Carter ES)	Application # 15	\$	24,066.18
VLK Architects (Culver ES)	Application # 8	\$	9,361.15
VLK Architects (Culver ES – Reimbursables)	Application # 8	\$	91.14
Vanir, Rice & Gardner (2014 Bond Program)	Application # 39	\$	54,545.00

Resource persons: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	22,004,459.00	5,596.00	21,327,662.23	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	21,962,813.40	1,808,047.60	20,238,604.58	21,962,814.00
Don Carter Elementary School (#26)	24,959,404.00	23,054,307.59	1,905,096.41	22,676,440.77	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	718,150.00	271,850.00	644,329.50	990,000.00
HVAC Web Controls	1,056,000.00	539,600.00	516,400.00	446,302.24	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	563,345.41	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
Natorium - Foster High School	8,648,880.00	8,623,654.19	25,225.81	8,111,931.75	8,648,880.00
Natorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,076,067.44	8,832,167.00
Natorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,305,526.29	9,086,569.00
Support Services Center	12,146,000.00	11,434,545.74	711,454.26	7,619,921.70	12,146,000.00
THS Band Hall	700,000.00	691,067.00	8,933.00	613,439.89	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,386,172.06	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	110,883,143.91	5,512,792.09	102,079,403.25	114,567,883.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	21,692,121.00	3,267,283.00	6,320,397.79	24,959,404.00
Fletcher Morgan Elementary School	26,207,374.00	1,002,385.00	25,204,989.00	521,618.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,396,932.00	948,761.00	5,887,283.35	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,727,045.00	2,122,032.00	1,636,533.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	45,998,083.00	35,147,015.00	9,001,072.91	81,145,098.00
Grand Total	197,541,034.00	156,874,476.91	40,666,557.09	107,545,712.82	195,712,981.57

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	596,798.00	203,202.00	476,734.01	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	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,136,756.35	1,600,000.00
Grand Total	4,300,000.00	3,664,522.98	635,477.02	3,285,727.18	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.

Accomplishments This Month:

- Completed punch list on HVAC Controls.
- Completed punch list on Foster Water Plant
- Completed punch list on Fulshear Shell Space

- Completed punch list on Carter Elementary School

DON CARTER ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Close-out
- Construction Start: May 30, 2017
- Construction Completion: August 1, 2018

OVERVIEW:

- Contractor is working on final punch list and warranty items
- Final acceptance at November Board Meeting

THOMAS R. CULVER III ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

OVERVIEW:

- Construction is 32% complete
- Foundation is complete
- Steel erection in progress

ROBERTS MIDDLE SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: July 2019

OVERVIEW:

- Construction is 40% complete
- Structural Steel framing is complete
- Standing seam roof and insulation is in progress
- Concrete drives and parking areas are in progress
- MEP work is ongoing

FULSHEAR HIGH SCHOOL SHELL SPACE



SCHEDULE MILESTONES:

- Current Phase: Complete
- Construction Start: May 2018
- Construction Completion: August 2018

OVERVIEW:

- Punch list work complete
- Final acceptance at November Board Meeting

MAINTENANCE & OPERATIONS FACILITY



SCHEDULE MILESTONES:

- Current Phase: Warranty

OVERVIEW:

- Warranty corrections being addressed

SUPPORT SERVICES FACILITY



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: May 2018
- Construction Completion: March 28, 2019
(Contractors' proposed completion date as of 10/30/2018)

OVERVIEW:

- Roofing in progress
- Mechanical, Electrical and Plumbing rough-in in progress in all areas
- Interior partition framing 93% complete
- Exterior sheathing installation is underway
- Cooler/Freezer is 50% complete

BAND HALL ADDITIONS

Terry High School



SCHEDULE MILESTONES:

- Current Phase: Complete

Lamar Consolidated High School



OVERVIEW:

- All scope of work is complete
- Close-out documents are underway
- Final acceptance at November Board Meeting

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE OVERVIEW:

- Current Phase: Complete
- Construction Start: 4th Quarter 2017
- Construction Completion: October 2018

OVERVIEW:

- All scope of work is complete
- Close-out documents are underway
- Final acceptance at November Board Meeting

NATATORIUMS

George Ranch High School | Foster High School | Fulshear High School



George Ranch High School



Fulshear High School



Foster High School



SCHEDULE MILESTONES:

- Current Phase: Close-out
- Construction Start: July 2017
- Construction Completion: August 31, 2018

OVERVIEW:

- Swim meets have successfully taken place
- Punch list is 95% complete
- Project closeout scheduled for December Board Meeting

HVAC WEB-BASED CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Complete

OVERVIEW:

- All Graphics are updated
- Close-out Documents are underway
- Final acceptance at November Board Meeting

ACCESS CONTROLS



SCHEDULE OVERVIEW:

- Current Phase: Close-out
- Construction Start: 4th Quarter 2017
- Construction Completion: October 2018

OVERVIEW:

- Phase 2 sites door hardware installation is complete
- Support Services hardware is pending installation
- Close-out documents are underway

SITE LIGHTING



SCHEDULE OVERVIEW:

- Current Phase: Close-out
- Construction Start: 4th Quarter 2017
- Construction Completion: December 2018

OVERVIEW:

- Original Scope and Phase 2 fixtures have been completed
 - Warranty items are in progress
 - Close-out documents are underway
-

SATELLITE AG BARN #3

SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending site selection

OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together
 - Project is on-hold until a site has been identified
-

FUTURE PROJECTS

OVERVIEW:

- 2014 Bond Sale 2 Remaining Project:
 - Morgan Elementary #28.

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
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

INFORMATION ITEM: 2017 BOND REFERENDUM CONSTRUCTION UPDATE

Bond Update:

Construction Manager Agent (CMA) Request for Qualifications (RFQ) were received and evaluated. The top three firms were interviewed by the Board Facilities Committee and the recommendation is on the Board Agenda this month.

Austin ES & Seguin ECC Re-Roofing

Austin ES:

Roof is 100% Installed – Final payment and close-out is on the Board Agenda this month for approval.

Seguin ECC:

65% of the roof has been removed. Base sheets have been installed. Rain continues to delay progress.

Classroom Intruder Equipment Install & Retrofit

The new electrified hardware is scheduled to become live on Monday, November 26th at 37 campuses.

The classroom door locks are in the manufacturing process. This project is on schedule for a January 1, 2019 completion.

Terry HS & George JHS New Serving Lines

Terry HS New Cafeteria Serving Line:

The first new serving line is operational.

The architect selection for the remaining three (3) serving lines is on the Board Agenda this month for approval.

George JHS Cafeteria Serving Line:

Shop drawings have been generated and installation is tentatively scheduled for the week of Thanksgiving.

The architect selection for the remaining two (2) serving lines is on the Board Agenda this month for approval.

HS 6 & JHS 6

- Design Committee Review Meetings continue and a Design Development meeting is scheduled for the evening of December 4, 2018.
- The annexation documents have been signed and sent to the MUD for annexation.
- The survey and plat process has started.
- Substantial competition is scheduled for May 7, 2021.

2017 Bond Referendum summary

Project	Budget	Encumbered	Unencumbered
Austin Roof Replacement	\$1,900,000.00	\$854,317.00	\$1,045,683.00
Seguin Early Childhood Roof Replacement	\$1,900,000.00	\$983,211.00	\$916,789.00
Terry High Serving Line	\$650,000.00	\$201,586.32	\$448,413.68
George Junior High Serving Line	\$650,000.00	\$183,413.68	\$466,586.32
New High School #6	\$126,500,000.00	\$3,234,936.00	\$123,265,064.00
New Junior High #6	\$62,000,000.00	\$1,606,688.00	\$60,393,312.00
Technology	\$34,326,000.00	\$1,950,635.30	\$32,375,364.70

Resource person: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. This project is now complete and closed.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner is managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. This project is complete.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner is managing this project. Siemens has completed the original scope. Final inspections and night audits are underway. The fixtures for phase 2 sites have been completed. Closeout documents are underway.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner is managing this project. Substantial Completion was January 17th. This project is complete and closed.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner is managing this project. Phase 1 is complete. Phase 2 installation is complete. Support Services hardware is pending. Closeout documents are underway.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

VANIR Rice & Gardner is managing this project. This project is a 2014 Bond project with additional funds from the 2011 Available Bond Funds. This project is now complete and closed.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Persons: Leslie Haack, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

INFORMATION ITEM: BOARD TRAINING CURRICULUM

In November of 2016 the Board of Trustees approved a District-wide department process audit conducted by McConnell and Jones. The audit focused on the overall organization's governance, risk management, and management controls. The report identified the need for the Board to improve individual members' understanding of their roles and responsibilities by establishing a Board training and orientation system. This would ensure that new and tenured board members understand their responsibilities and the role, structure, and process of the Board to become an effective, high-performing governing Board.

Resource Person: Dr. Thomas Randle, Superintendent