



Regular Board Meeting

Lamar Consolidated Independent School District
Board of Trustees
Thursday, December 19, 2013
7:00 PM

Julie Thompson, President • Rhonda Zacharias, Vice President • Frank Torres, Secretary
Kay Danziger • Anna Gonzales • Dar Hakimzadeh • Kathryn Kaminski

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
DECEMBER 19, 2013
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Audience to patrons
5. Approval of minutes
 - A. November 19, 2013 Special Meeting (Workshop) 6
 - B. November 21, 2013 - Regular Board Meeting 9
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
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 2. Consider ratification of Financial and Investment Reports 23
 3. Consider approval of budget amendment requests 27
 4. Consider approval of renewal of delinquent tax attorney contract 29
 5. Consider approval of Memorandum of Understanding with Be A Champion, Inc. 35
 6. Consider approval for Charter Bus Services 40
 7. Consider approval of vending machine service contract 44
 8. Consider approval of donations to the district, including, but not limited to: 46
 - a. Common Threads
 - b. Cora Thomas Elementary School
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 10. Consider approval of the CSP #27-2013 for the renovations to Traylor Stadium 50
 11. Consider approval of design development for the new John M. Arredondo 53

Elementary School	
12. Consider approval of design development for the summer 2014 renovation projects	54
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6. Bond Update	117
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8. Superintendent Priorities for 2013 - 2014	124
10. 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.	132
a. Approval of personnel recommendations or employment of professional	133

- personnel
- b. Employment of professional personnel (Information) 136
- c. Employee resignations and retirements 137
- d. Consider employment of Career and Technical Education Director 138
- e. Reassignments of professional personnel (Information) 142
- f. Superintendent's Evaluation
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

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

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 13th day of December 2013 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 19th day of November 2013, 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, Julie Thompson, at 6:30 p.m.

Members Present:

Julie Thompson	President
Rhonda Zacharias	Vice President
Frank Torres	Secretary
Kay Danziger	Member
Anna Gonzales	Member
Dar Hakimzadeh	Member
Kathryn Kaminski	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer

BUSINESS TRANSACTED

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

2. Discussion of the November 21st Regular Board Meeting Agenda Items

The Board reviewed the November 21st Regular Board Meeting agenda items.

8. ACTION ITEMS

8. B GOAL: PLANNING

8. B-5 Discussion and Action on Seguin Early Childhood Center Transportation

Ms. Tonya Garza, Director of the Seguin Early Childhood Center, gave a presentation on the Seguin Early Childhood pre-kindergarten program in collaboration with the Williams Tri-County Head Start Program.

8. B-6 Consider Approval of District Security and Fire Alarm Monitoring and Service

Mr. Hakimzadeh questioned why there was only one bid. Robin Sheehan, Purchasing & Materials Manager, explained that advertising was done in the newspaper, posted on the District's website, and six vendors were directly solicited resulting in one bid response and one letter of no bid. The responding vendor, API Systems Group, is the previously awarded company for this service. Ms. Sheehan stated that the bid includes security and fire alarm monitoring and service. Mr. Hakimzadeh requested a bid solicitation list which will be provided.

8. B-16 Discussion and Action on Adding Additional Board Members' Signatures to High School Diplomas

Mockup diplomas were provided from surrounding districts and a mockup diploma in a diploma cover was also provided.

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 or employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements
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.

RECONVENE IN OPEN SESSION

ADJOURNMENT

The meeting adjourned at 7:04 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Julie Thompson
President of the Board of Trustees

Frank Torres
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 21st day of November, 2013 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, Julie Thompson, at 7:00 p.m.

Members Present:

Julie Thompson	President
Rhonda Zacharias	Vice President
Frank Torres	Secretary
Kay Danziger	Member
Anna Gonzales	Member
Dar Hakimzadeh	Member
Kathryn Kaminski	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Rick Morris	Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

The prayer was led by Dr. Bevers and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

None

4. AUDIENCE TO PATRONS

Ms. Rita Ashley announced her candidacy for the State Board of Education District 7 and shared her background information.

Ms. Kathy Ahlemeyer requested a special meeting for a grievance. There have been problems that have not been addressed and need attention. Rick Morris, school attorney, explained the proper procedure for filing a grievance.

5. APPROVAL OF MINUTES OF OCTOBER 15, 2013 SPECIAL BOARD MEETING (WORKSHOP), OCTOBER 17, 2013 REGULAR BOARD MEETING, AND OCTOBER 29, 2013 SPECIAL BOARD MEETING (WORKSHOP)

It was moved by Ms. Zacharias and seconded by Mr. Torres that the Board of Trustees approve the minutes of October 15, 2013 Special Board Meeting (Workshop), October 17, 2013 Regular Board Meeting, and October 29, 2013 Special Board Meeting (Workshop). The motion carried unanimously.

6. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger went with the LEAF prize patrol to present grants to several schools. LEAF has dispersed \$253,000 worth of grants to teachers this year. It was a very exciting experience.

Ms. Zacharias reported that several board members attended the Adolphus dedication ceremony. It was a very special event and very well attended.

The Technology Committee met and the items discussed are in the agenda.

The Finance Committee meeting was cancelled because an update will be shared next month.

Ms. Kaminski attended the CETA meeting. It is an after-school conference group through the Houston Independent School District. They have a group called CASE where they do enrichment training for after-school employees.

Ms. Thompson reported the Facilities Committee met to review the 2011 Bond Project update. The items discussed are in the agenda.

7. SUPERINTENDENT REPORTS

- **Meetings and Events**
- **Information for Immediate Attention**
- **Introductions**

Dr. Bowen introduced Kevin Croft, assistant principal at George Ranch High School.

ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1, 8. B-1– 8.B-3, 8. B-6–8. B-14, 8. C-1, 8. D-1–8. D-2

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

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval of District Instructional Materials Adoption Committee

approved the District Instructional Materials Adoption Committee members as submitted.

8. B GOAL: PLANNING

8. B-1 Approval of Budget Amendment Requests

approved budget amendment requests as attached. (See inserted page 54-A.)

8. B-2 Consider Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

8. B-3 Approval of Donations to the District, including, but not limited to:

- a. Briscoe Junior High School**
- b. Hubenak Elementary School**
- c. Hutchison Elementary School**
- d. Meyer Elementary School**
- e. Polly Ryon Middle School**

approved donations to the district.

8. B-6 Approval of District Security and Fire Alarm Monitoring and Service

approved APi Systems Group for district security and fire alarm monitoring and service.

8. B-7 Approval of Purchase of Technology Vehicles

approved the purchase of three small cargo utility vehicles from Helfman Ford in the amount of \$57,840.

8. B-8 Approval of Elevator Maintenance and Inspection

approved Elevator Transportation Services, Inc. for the elevator maintenance and inspection.

8. B-9 Approval of CenterPoint Terms and Conditions for the New Lamar Consolidated High Baseball/Softball Complex

approved the CenterPoint Energy terms and conditions package for the installation of underground service to the new Lamar Consolidated High School Baseball/Softball complex and installation fee of \$12,100.

8. B-10 Approval of Professional Surveying Services for Travis Elementary

approved Kelly R. Kaluza and Associates, Inc. for professional surveying services (land survey) for the renovations to Travis Elementary, not to exceed the amount of \$7,840.

8. B-11 Approval of Professional Surveying Services for the Alternative Learning Center

approved Kelly R. Kaluza and Associates, Inc. for professional surveying services (land survey) for the renovations to the Alternative Learning Center, not to exceed the amount of \$11,360.

8. B-12 Approval of Deductive Change Order #1 and Final Payment for the New Judge James C. Adolphus Elementary, the New Polly Ryon Middle School, and the George Ranch High School Shell Space

approved the deductive change order #1 in the amount of \$121,907.60 and final payment of \$624,675.17 for the new Judge James C. Adolphus Elementary and \$615,533.75 for the new Polly Ryon Middle School to Drymalla Construction Company.

8. B-13 Approval of Geotechnical Services for the Design of the Summer 2014 Renovation Projects

approved Terracon for geotechnical engineering services for the design of the summer 2014 renovation projects, not to exceed the amount of \$4,200.

8. B-14 Approval of Easement at Cora Thomas Elementary School

approved the storm sewer and waterline easement on the Cora Thomas Elementary School site. (See inserted pages 55-A—55-E.)

8. C GOAL: PERSONNEL

8. C-1 Approval of New PDAS Appraisers for Teaching Staff, 2013—2014 School Year

approved the 2013—2014 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

8. D GOAL: TECHNOLOGY

8. D-1 Approval of Purchase of Network Switches

approved the purchase of network switches and components from Micro Integration in the amount of \$51,881.40. Pricing is offered through a cooperative bid contract.

8. D-2 Approval of Purchase of MARC Authority Full Processing Services

approved the purchase of MARC Authority Full Processing services from SirsiDynix in the amount of \$7,965. SirsiDynix is a sole source provider for this service for the existing library system in the district.

8. B GOAL: PLANNING

8. B-4 Casting of Votes for Fort Bend Central Appraisal District Board of Directors

It was moved by Mr. Torres and seconded by Ms. Gonzales that the Board of Trustees cast, by resolution, its 600 votes for Rhonda Zacharias as a candidate for the Board of Directors of the Fort Bend Central Appraisal District.

Voting in favor of the motion: Ms. Gonzales, Mr. Torres, Ms. Thompson, Ms. Danziger, Ms. Kaminski, Mr. Hakimzadeh

Abstained: Ms. Zacharias

The motion carried. (See inserted pages 56-A—56-B.)

8. B-5 Discussion and Action on Sequin Early Childhood Center Transportation

It was moved by Mr. Torres that the Board of Trustees have administration investigate opportunities for providing transportation. There being no second to the motion, the motion failed.

8. B-15 Discussion and Action on Advertising in Lamar Consolidated Independent School District

No action taken.

8. B-16 Discussion and Action on Adding Additional Board Members' Signatures to High School Diplomas

No action taken.

9. INFORMATION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-1 College Readiness Testing Report – 2012-2013

9. A-2 2013 Highly Qualified Teacher Report

9. B GOAL: PLANNING

9. B-1 Parent Involvement Update

9. B-2 Tax Collection Report

9. B-3 Payments for Construction Projects

9. B-4 Region 4 Maintenance and Operations Update

9. B-5 Bond Update

9. B-6 Contract for Mail Processing System Equipment

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 or employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property.
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 8:03 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION ITEMS

The Board reconvened in Open Session at 8:52 p.m.

PERSONNEL RECOMMENDATIONS

10. A-1(a) Approval of Personnel Recommendations or Employment of Professional Personnel

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

Employed

Parker, Allison	11/25/2013	College/Career Facilitator	Terry High School
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FUTURE AGENDA ITEMS

None

ADJOURNMENT

The meeting adjourned at 8:54 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Julie Thompson
President of the Board of Trustees

Frank Torres
Secretary of the Board of Trustees

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
SEPTEMBER 2013 THROUGH NOVEMBER 2013**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending November 30, 2013.

IMPACT/RATIONALE:

This report is required by state law and local policy CDA and includes all the pertinent information regarding the District's current investments. Investment officers for the District will be present at the meeting to answer any questions about the report and the District's cash and investment position.

Submitted by: Jill Ludwig, Chief Financial Officer
Yvonne Dawson, Budget and Treasury Officer
Michele Reynolds, Director of Finance

Recommended for ratification,



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending November 30, 2013**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the new requirements, and covers the period September 1, 2013 through November 30, 2013.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

Investments purchased will be limited to those authorized by the District's investment policy, Board Policy CDA (Legal) and CDA (Local), and be diversified by security type and institution. To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Investments may be made in short term securities to maintain appropriate liquidity levels, avoid market risk, and generate superior returns during periods of rising interest rates. The District will limit its maximum stated maturities to one year, unless specific authority to exceed is given by the Board of Trustees (prior to purchase). The District will determine what the appropriate average weighted maturity of the portfolio should be based on the surrounding economic climate. This determination will be made on a periodic basis, by analysis of economic data, at least annually. Investments should be purchased with the intent of holding until maturity.

Reserve funds may be invested in securities exceeding one year if the maturity of such investments is made to coincide with the expected use of the funds. The ability to invest these types of funds should be disclosed to the Board of Trustees, including appropriate time restrictions, if any exist.

DEBT SERVICE FUND STRATEGY:

The investment strategy for the Debt Service Fund is the same as that for the General Fund above, with the following exceptions. The weighted average maturity of investments for the fund may be slightly greater due to the timing of disbursements. The greatest outflow of funds occurs in February and August of each year, when bond interest and/or principal is due. Based on published debt service schedules, investments purchased will mature prior to these obligations and need for funds. Other cash requirements will be considered prior to investment.

The District does not anticipate the existence of significant reserve funds for the Debt Service Fund.

CAPITAL PROJECTS FUND STRATEGY:

Generally, the investment strategy for the Capital Projects Fund is the same as that of the General Fund. The remaining proceeds of the 1996, 2004, 2005, 2007, and 2012 issues are currently invested in Texpool Investment Pool. Proceeds of the 1998, 1999, 2007, 2008, and 2012 issues are invested in the Lone Star and the MBIA Texas CLASS Investment Pools. Proceeds of the 2007, 2008, and 2012 issue are also invested in TexStar and Texas Term Daily Fund Investment Pools. The yield on the funds varies with the rates for the pools as a whole.

As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations. The Board of Trustees approved an agreement for consulting services with First Southwest Co. to assist the District in this effort.

FOOD SERVICE, WORKMEN'S COMPENSATION, HEALTH INSURANCE TRUST, AND TRUST AND AGENCY FUNDS STRATEGY:

The investment strategy for each of these funds is the same as that of the General Fund.

INVESTMENT POSITION AT NOVEMBER 30, 2013

Securities are purchased to maximize the investment earnings of the District's portfolio and to minimize idle cash balances in demand deposit accounts at the depository bank, while maintaining the liquidity required to meet currently maturing obligations such as payroll and scheduled payments for accounts payable and bonded indebtedness.

The attached report provides details of ending cash and investment balances for each of the past three months and interest earned.

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of November 30, 2013. Pertinent details at November 30, 2013 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$14,025,979,900	\$14,026,214,259	.7056%

The weighted average maturity of the pool's portfolio for November 2013 was 48 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$2,395,750,184	\$2,396,101,539	1.0648%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for November 2013 was 55 days.

MBIA, Texas CLASS	1.00	\$2,267,741,769	\$2,267,838,927	1.1625%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for November 2013 was 45 days.

Texas Term, Daily Fund	1.00	\$ 759,157,663	\$ 759,232,975	1.1237%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for October 2013 was 51.1 days.

TexStar,	1.00	\$4,358,778,907	\$4,358,933,053	.2260%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for November 2013 was 52 days.

This report includes all information required by law to be presented to the Board of Trustees on a quarterly basis. We will be pleased to present additional information in this report in the future, if requested. The District's portfolio and investment management strategy is simple and conservative, which facilitates presentation of the required information.

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending November 30, 2013. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 12/11/13


 Yvonne Dawson
 Budget & Treasury Officer

Date: 12/12/13


 Michele Reynolds
 Director of Finance

Date: 12/12/13

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING NOVEMBER 30, 2013

	<u>9/30/13</u>	<u>10/31/13</u>	<u>11/30/13</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	646,918	(296,383)	(142,054)
Special Revenue Funds (Combined)	32,812	781,947	357,809
Debt Service Fund	76,140	76,140	66,640
Capital Projects Fund	41,705	41,705	41,705
Workmen's Compensation and Health Insurance Trust Funds	717,884	365,652	293,593
Trust and Agency Funds, excluding Student Activity Funds	47,171	47,171	47,171
Student Activity Funds	1,818,673	1,824,186	1,824,186
Total Demand Deposits/Cash on Hand	<u>3,381,303</u>	<u>2,840,418</u>	<u>2,489,050</u>

¹ Balances presented are reconciled balances per book and will differ slightly from actual cash balances reported in the monthly bank statements. Also, totals above include insignificant amounts of cash on hand.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING NOVEMBER 30, 2013

	9/30/13	10/31/13	11/30/13
INVESTMENT POOLS*			
General Fund			
Texpool	66,220,442	72,025,674	65,147,132
Lone Star	2,615,203	2,615,355	2,615,480
Texas CLASS	15,325,335	15,326,543	15,327,748
Food Service Fund			
Texpool	2,486,229	2,246,325	3,046,429
Lone Star	90,406	90,411	90,416
Debt Service Fund			
Texpool	1,366,130	1,461,332	4,084,350
Lone Star	2,411	2,411	2,411
Texas CLASS	1	1	1
TexSTAR	4,385,248	4,385,409	4,385,555
Capital Projects Fund			
Texpool	22,703,244	22,704,205	22,705,037
Lone Star	22,079,833	22,081,115	22,082,174
Texas CLASS	11,033,209	11,034,079	11,034,947
TexasDaily	10,238,206	9,159,523	8,530,556
TexSTAR	7,274,081	6,255,923	5,465,495
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	1,309,862	3,472,568	3,875,582
Lone Star	720,189	720,231	720,266
Special Revenue Funds			
Texpool	53,194	53,196	53,198
Student Activity Funds			
Texpool	52,828	50,450	52,833
Total Investment in Pools	167,966,051	173,684,751	169,219,612
Summary of Interest Earned by Month			
Texpool	2,600	3,962	3,719
Lone Star	1,255	1,482	1,222
Texas CLASS	1,983	2,078	2,073
TexSTAR	374	405	334
Texas Term/Daily	417	316	271
Total Interest Earned from Investment Pools	6,629	8,243	7,619
Average Yield by Month			
Texpool	0.04	0.05	0.04
Lone Star	0.06	0.07	0.06
Texas CLASS	0.09	0.09	0.10
TexSTAR	0.04	0.04	0.04
Texas Term/Daily	0.05	0.04	0.04

* See supplemental report attached for balances at November 30, 2013 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

	9/1/13	DEPOSITS	WITHDRAWALS	9/30/13	DEPOSITS	WITHDRAWALS	10/31/13	DEPOSITS	WITHDRAWALS	11/30/13
General Fund										
Texpool	51,213,482	29,181,960	(14,175,000)	66,220,442	21,134,602	(15,329,370)	72,025,674	7,796,714	(14,675,256)	65,147,132
Lone Star	2,615,074	129	-	2,615,203	152	-	2,615,355	125	-	2,615,480
Texas CLASS	15,324,182	1,153	-	15,325,335	1,208	-	15,326,543	1,205	-	15,327,748
Food Service Fund										
Texpool	2,796,142	87	(300,000)	2,496,229	96	(250,000)	2,246,325	800,104	-	3,046,429
Lone Star	90,402	4	-	90,406	5	-	90,411	5	-	90,416
Debt Service Fund										
Texpool	1,301,052	65,078	-	1,366,130	144,607	(49,405)	1,461,332	2,623,018	-	4,084,350
Lone Star	2,411			2,411			2,411			2,411
Texas CLASS	1			1			1			1
TexSTAR	4,385,108	140	-	4,385,248	161	-	4,385,409	146	-	4,385,555
Capital Projects Fund										
Texpool	22,702,508	736	-	22,703,244	961	-	22,704,205	832	-	22,705,037
Lone Star	22,078,747	1,086	-	22,079,833	1,282	-	22,081,115	1,059	-	22,082,174
Texas CLASS	11,032,379	630	-	11,033,209	870	-	11,034,079	868	-	11,034,947
Texas Term/Daily	11,594,765	417	(1,356,996)	10,238,206	316	(1,078,999)	9,159,523	270	(629,235)	8,530,568
TexSTAR	7,309,915	234	(36,068)	7,274,081	244	(1,018,402)	6,255,923	189	(790,617)	5,465,485
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	2,389,796	66	(1,050,000)	1,309,862	3,282,706	(1,120,000)	3,472,568	823,014	(420,000)	3,875,582
Lone Star	720,154	35	-	720,189	42	-	720,231	35	-	720,266
Special Revenue Funds										
Texpool	53,192	2	-	53,194	2	-	53,196	2	-	53,198
Student Activity Funds										
Texpool	52,827	1	-	52,828	2	(2,380)	50,450	2,383	-	52,833
Total Investment in Pools	155,632,157	29,251,958	(16,918,064)	167,966,051	24,557,256	(18,848,556)	173,684,751	12,049,969	(16,515,108)	169,219,612

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 end products of the reporting process. You will find attached the following reports:

- Ratification of November 2013 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, Chief Financial Officer

Recommended for ratification:

Thomas Randle

Dr. Thomas Randle
Superintendent

SCHEDULE OF NOVEMBER 2013 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 November total \$17,159,849 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	12,076,309
614	Employee Benefits	409,223
621	Professional Services	9,300
623	Education Services Center	27,043
624	Contracted Maintenance and Repair Services	416,952
625	Utilities	128,540
626	Rentals and Operating Leases	12,476
629	Miscellaneous Contracted Services	565,573
631	Supplies and Materials for Maintenance and Operations	194,198
632	Textbooks and Other Reading Materials	151,267
633	Testing Materials	4,165
634	Food Service	532,266
639	General Supplies and Materials	670,992
641	Travel and Subsistence -- Employee and Student	46,788
642	Insurance and Bonding Costs	51,332
649	Miscellaneous Operating Costs/Fees and Dues	524,658
651	Debt Service	9,500
661	Land Purchase and/or Improvements	60,000
662	Building Purchase, Construction, and/or Improvements	1,038,647
663	Furniture & Equipment - \$5,000 or more per unit cost	148,412
129	Misc. Receivable/Alternative Certification Fees	4,400
131	Inventory Purchases	65,244
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	12,564
	Total	17,159,849

PROGRAM DESCRIPTION:

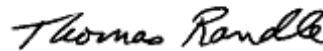
The report above represents all expenditures made during the month of November 2013. The detailed check information is available upon request.

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 NOVEMBER 30, 2013**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	113,497,896.00	9,192,364.00	(104,305,532.00)	8.1%
5800-STATE PROGRAM REVENUES	82,693,545.00	54,469,830.00	(28,223,715.00)	65.9%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	120,546.00	(1,949,454.00)	5.8%
TOTAL- REVENUES	198,261,441.00	63,782,740.00	(134,478,701.00)	32.2%
EXPENDITURES				
6100-PAYROLL COSTS	163,759,378.00	39,458,173.00	124,301,205.00	24.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	14,224,309.00	2,164,399.00	12,059,910.00	15.2%
6300-SUPPLIES AND MATERIALS	9,298,361.00	1,700,628.00	7,597,733.00	18.3%
6400-OTHER OPERATING EXPENDITURES	9,055,327.00	2,250,834.00	6,804,493.00	24.9%
6600-CAPITAL OUTLAY	574,927.00	120,700.00	454,227.00	0.0%
TOTAL-EXPENDITURES	196,912,302.00	45,694,734.00	151,217,568.00	23.2%

**Lamar CISD
Local Investment Pools
as of November 30, 2013**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,246,325.35	800,000.00	0.00	103.84	3,046,429.19
General Account	71,063,794.66	0.00	14,672,876.17	2,372.77	56,393,291.26
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	2,690,413.76	789,916.67	340,000.00	112.49	3,140,442.92
Debt Service Series 2004	38,731.26	0.00	0.00	1.44	38,732.70
Workmen's Comp	782,152.29	32,959.50	80,000.00	27.34	735,139.13
Property Tax	596,822.24	10,417,091.85	0.00	199.62	11,014,113.71
Vending Contract Sponsor	475,034.41	0.00	0.00	17.41	475,051.82
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	14,214.00	0.00	0.00	0.56	14,214.56
Debt Service Series 2007	1,246,691.21	0.00	0.00	45.68	1,246,736.89
Capital Projects Series 2005	667,073.58	0.00	0.00	24.45	667,098.03
Student Activity Funds	52,831.38	0.00	0.00	1.87	52,833.25
Taylor Ray Donation Account	9,980.30	0.00	0.00	0.37	9,980.67
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,195.65	0.00	0.00	1.97	53,197.62
Debt Service Series 2008	10,726.45	0.00	0.00	0.34	10,726.79
Powell Point Series 2003	19,357.16	0.00	0.00	0.66	19,357.82
Capital Projects 2012A	22,037,118.77	0.00	0.00	807.63	22,037,926.40
Debt Service 2012A	6,933.51	0.00	0.00	0.30	6,933.81
Debt Service 2012B	2,339.39	0.00	0.00	0.00	2,339.39
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,016.55	0.00	0.00	0.24	5,016.79
Workers' Comp	720,231.48	0.00	0.00	34.51	720,265.99
Property Tax Fund	32,131.72	0.00	0.00	1.54	32,133.26
General Fund	2,585,632.34	0.00	0.00	123.88	2,585,756.22
Food Service Fund	90,412.07	0.00	0.00	4.33	90,416.40
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	700.03	0.00	0.00	0.03	700.06
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	383.72	0.00	0.00	0.02	383.74
Capital Projects 2008	36,809.68	0.00	0.00	1.76	36,811.44
Capital Projects 2012A	22,038,205.13	0.00	0.00	1,055.87	22,039,261.00
MBIA Texas CLASS Fund					
General Account	15,326,540.97	0.00	0.00	1,205.45	15,327,746.42
Capital Project Series 1998	904.40	0.00	0.00	0.04	904.44
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,033,174.97	0.00	0.00	867.76	11,034,042.73
TEXSTAR					
Capital Projects Series 2007	742.61	0.00	0.00	0.00	742.61
Debt Service Series 2008	2,446,426.67	0.00	0.00	81.54	2,446,508.21
Capital Projects Series 2008	6,255,166.53	0.00	790,616.52	188.13	5,464,738.14
Debt Service Series 2012A	1,934,213.46	0.00	0.00	64.47	1,934,277.93
Debt Service Series 2012B	4,770.78	0.00	0.00	0.17	4,770.95
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,003,760.34	0.00	0.00	30.95	1,003,791.29
Capital Projects Series 2008	140.58	0.00	0.00	0.00	140.58
Capital Projects Series 2012A	8,155,621.93	0.00	629,235.32	239.64	7,526,626.25

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.04	\$3,718.74
LONE STAR ACCOUNT INTEREST	0.06	\$1,222.18
MBIA TEXAS CLASS ACCOUNT INTEREST	0.10	\$2,073.25
TEXSTAR ACCOUNT INTEREST	0.04	\$334.31
TEXAS TERM/DAILY ACCOUNT INTEREST	0.04	\$270.59
TOTAL CURRENT MONTH EARNINGS		\$7,619.07
EARNINGS 9-01-13 THRU 10-31-13		\$14,871.35
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$22,490.42

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

The proposed amendments represent budget amendments that 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 project 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 LCISD 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 14.0)

Submitted by: Jill Ludwig, Chief Financial Officer
Resource: Yvonne Dawson, Budget and Treasury Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Lamar Consolidated High School is requesting a budget change to purchase security radios for the building for the safety of students and teachers.

199-11	Classroom Instruction	(6,500.00)
199-52	Security & Monitoring Services	6,500.00

Seguin Early Childhood Center is requesting a budget change to pay for wireless services. Per TEA Resource Guide, utility expenditures should be coded to function 51.

199-11	Classroom Instruction	(720.00)
199-51	Plant Maintenance & Operations	720.00

The Business Office is requesting a budget amendment to increase the budget to move portable building to Beasley Elementary due to student growth. This amount includes costs for instructional supplies, moving expenses, canopies, ramp and deck, fire alarms, communications, security, technology and electricity.

199-11	Classroom Instruction	51,000.00
199-51	Plant Maintenance & Operations	32,000.00
199-53	Data Processing Services	8,000.00

CONSIDER APPROVAL OF RENEWAL OF DELINQUENT TAX ATTORNEY CONTRACT

RECOMMENDATION:

That the Board of Trustees approve the renewal of the contract with the law firm of Linebarger Goggan Blair and Sampson, LLP (“the Firm”) for delinquent tax attorney services for a one year period beginning January 1, 2014 and ending December 31, 2014, with automatic one-year renewals unless terminated by the District or the Firm.

IMPACT/RATIONALE:

In December 2008, the Board of Trustees authorized the renewal of the contract with the law firm of Linebarger Goggan Blair and Sampson, LLP (“the Firm”) for delinquent tax attorney services for a one year period beginning January 1, 2009 and ending December 31, 2009, with automatic one year renewals unless terminated by the District or the Firm. The Firm has developed an effective process for collecting the District’s delinquent property taxes. The maximum fee, set by state statute, for collection of delinquent taxes is 20% of the combined total of the delinquent tax amount, penalty, and interest. This is the fee currently charged by the Firm and paid by the delinquent taxpayer. The administration’s intent is to exercise the automatic renewal option for a one-year period through December 31, 2014, at which point further renewal will be considered based on the performance of the Firm.

BACKGROUND INFORMATION:

The Firm has been collecting delinquent taxes for the district since December 1, 2000. The following items were also considered:

1. The Firm continues to meet the District’s performance goals. Since the Firm began collecting the District’s delinquent taxes during the 1999-2000 year, collection rates have risen from 39% to 44% for 2012-13 (including results for the former Kendleton ISD). In monetary terms, annual delinquent tax collections have risen from just over \$1.0 million to over \$3.7 million in certain years (depending on the amount of taxes becoming delinquent) over the twelve year period. For the past five years, the Firm has collected an average of 25% of the taxes between July and October of each year.
2. The Firm represents school districts in Fort Bend County as well as Fort Bend County. It is convenient for the district’s taxpayers to call one office and get information on school and county taxes.
3. Tax collection software owned by the Firm is currently being used in the County Tax Assessor’s office. This system facilitates the flow of information when responding to questions that arise. Clients of the Firm have access to this system and periodic upgrades to it at no charge, while other entities pay a fee to access the system.
4. Tax collection efforts include multiple contacts to property owners including personal phone calls, written correspondence, lawsuits, tax warrants, etc.. Payment agreements are also a method used to bring taxpayers current on amounts owed.
5. The Firm aggressively markets properties that have been struck off to the taxing bodies. A sign with the Firm’s contact information is placed on the property identifying the property as being available through a tax resale. In addition, the Firm employs a professional property management company to conduct property inspections. This company visits each property posted for sale and tries to personally contact the property owner concerning the payment of the taxes. If the property owner does not pay the taxes, the inspector contacts neighboring property owners to generate interest in a resale. Tax sales for the period July 2012 through October 2013 involved roughly \$637,475 (225 properties).
6. In addition to its tax collection efforts, the Firm also conducts the District’s annual property value study free of charge. When the adjusted values are applied within the state funding formula, this process has typically resulted in additional funding for the District. The most recent value study resulted in a gain of additional state aid of approximately \$355,000 for the 2012-13 fiscal year.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Agreement for Tax Collection Services

This Agreement is made between Lamar Consolidated Independent School District (hereinafter referred to as the "Client") and Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;

(e) In the case of delinquent tangible personal property, on the 60th day after the taxes become delinquent; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3 *Compensation*

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2003 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(b) twenty (20%) percent of the amount of all 2004 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 *Intellectual Property Rights*

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's

affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6 *Term and Termination*

6.01 This Agreement shall be effective on 01/01/2014 (The "Effective Date") and shall expire on 12/31/2014 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date

of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7 *Miscellaneous*

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

**Lamar Consolidated
Independent School District**

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
Julie Thompson, Board President

By:  _____
Charles A. "Chip" Sutton, Partner

Date: 12 / / 2013

Date: 12 / / 2013

ATTEST:

By: _____
Frank Torres, Board Secretary

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING
WITH BE A CHAMPION, INC.**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) with Be A Champion, Inc. (BAC) for an evening meal program to be operated at selected campuses for the remainder of the 2013-14 school year, and allow the Superintendent to negotiate the final contract.

IMPACT/RATIONALE:

Be A Champion, Inc. is a non-profit organization authorized to provide sports education, college discovery, academic enhancement, life skills, nutrition, financial literacy, career development, employment development, special projects, educational-related field trips, and food service vendor services in the State of Texas. The families of Seguin ECC have been successfully enjoying the benefits of this program for several months, and administration has identified the need for an evening meal for the students at other campuses, provided free of charge.

PROGRAM DESCRIPTION:

The Champion Fuel Program will provide a balanced meal (on designated days, one to five days per week) to each enrolled child upon school dismissal, as determined by the appropriate bell schedule. Meals will be prepared and distributed by BAC at no cost to Lamar CISD. BAC, sponsored by Camp Discover Foundation, operates in accordance with the federal child nutrition program guidelines and will count, document, and report meals served, and will also handle any compliance audits that are required. A Lead Coordinator and additional staff (as necessary) will be provided at no charge to Lamar CISD to operate the daily meal program. In addition, the meal program will qualify Lamar CISD to receive a grant to be used at the discretion of the District to support the campuses being served or to supplement other Lamar CISD programs. Either party may terminate the MOU upon thirty-day written notice.

Submitted by: Laura Lyons, Executive Director for Elementary Education
 Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



BE A CHAMPION, INC.

P.O. Box 130165
Houston, TX 77219
Office: (281) 833-3129
Fax: (281) 605-5898
www.bachamp.org

Tax ID Number: 90-0191922



PROFESSIONAL SERVICE
Memorandum of Understanding
Terms and Conditions

This Professional Services Memorandum of Understanding is made and entered into by and between **Be A Champion, Inc.**, located at P.O. Box 130165 Houston, TX 77219, and **Lamar Consolidated Independent School District (LCISD)**, located at 3911 Avenue I, Rosenberg, TX 77471, to provide professional services to in accordance with the terms and conditions specified herein. Campuses identified in Appendix A will be given the option to participate.

Be A Champion, Inc. is an established non-profit organization duly authorized to provide Sports Education, College Discovery, Academic Enhancement, Life Skills, Nutrition, Financial Literacy, Career Development, Employment Development, Special Projects, Educational related field trips, and Food Service vendor services in the State of Texas. **LCISD** is governed under the Texas State Board of Education and operates under those rules and regulations. Both **Be A Champion, Inc.** and **LCISD** desire to set forth in writing the terms and conditions of their agreement.

Therefore, **LCISD** engages the services of Consultant, **Be A Champion, Inc.** and consideration of the mutual covenants and conditions contained in this Memorandum of Understanding and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

ARTICLE I
TERM

This Memorandum of Understanding is effective as of **January 6, 2014**, and shall continue in effect until **June 6, 2014** (the "Term"). This Memorandum of Understanding is the sole agreement by which the above parties will abide relative to the purpose of this agreement. **LCISD** may elect to extend the Memorandum of Understanding upon mutual written agreement with **Be A Champion, Inc.**

ARTICLE II
INDEPENDENT CONTRACTOR STATUS

It is the intention of the parties that **Be A Champion, Inc.** be an independent contractor and not an employee or agent of **LCISD**.

ARTICLE III
PURPOSE

LCISD agrees to retain **Be A Champion, Inc.** and **Be A Champion, Inc.** agrees to provide services to **LCISD** as a professional contractor (as more specifically defined in the paragraph below) and to perform the duties and all the necessary labor and resources needed to provide the services set forth in this agreement.



BE A CHAMPION, INC.

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Tax ID Number: 90-0191922



ARTICLE IV
PROGRAM DETAILS

CHAMPION FUEL PROGRAM

Be A Champion, Inc. will provide meals as follows:

Monday- Friday, as determined by each campus

Meals: Starting to serve in classrooms upon school dismissal, as determined by the appropriate bell schedule

Lead Coordinator: One person specifically assigned to manage attendance, distribution, and meal logistics; program size and frequency of service will determine if a full time person will be given

Additional Staff: Assigned as needed

All meals will be prepared offsite and distributed to students by the Lead Coordinator and additional staff. All state and federal compliance requirements, including the counting, documenting, and reporting of meals served, are the responsibility of **Be A Champion, Inc.** Any and all audits will be addressed by **Be A Champion, Inc.** staff.

A potential grant of up to \$10,000 will be given to LCISD from campuses' eligibility for Phase 1 Educational Enhancement Grants. The amount of the grant will be based on monthly program participation. The grant can be disbursed at LCISD's discretion to support each campus or be used to supplement other LCISD programs.

ARTICLE V
RESPONSIBILITY OF LCISD

LCISD is responsible for providing the following:

1. Space or Facility Agreement authorizing usage of space to **Be A Champion, Inc.**
2. Student attendance rosters, as needed
3. Provide health permits and inspection reports that are required by the Texas Department of Agriculture- Child and Adult Care Food Program (CACFP)

ARTICLE VI
TERMINATION

Either party for any reason upon thirty (30) days written notice may terminate this Memorandum of Understanding with or without cause. Upon termination by either party, **LCISD** will be responsible for services that have been performed by **Be A Champion, Inc.** and accepted by **LCISD** up to the termination date.



BE A CHAMPION, INC.

P.O. Box 130165
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Office: (281) 833-3129
Fax: (281) 605-5898
www.bachamp.org

Tax ID Number: 90-0191922



ARTICLE VII
Miscellaneous

This Agreement is governed by the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any action arising out of this Agreement is a court of competent jurisdiction in Fort Bend County, Texas. Nothing in this Agreement waives or alters any immunity provided to **LCISD** and its employees or officers under state or federal law.

By signing below I hereby agree with the articles of this Memorandum of Understanding, please sign your name, title, and date below.

Dr. Thomas Randle, Superintendent
Lamar CISD

Date

Jaron Barganier, Founder & CEO
BE A CHAMPION, INC.

Date



BE A CHAMPION, INC.

P.O. Box 130165
Houston, TX 77219
Office: (281) 833-3129
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Tax ID Number: 90-0191922



APPENDIX A
CAMPUSES ELIGIBLE TO PARTICIPATE (APPROVED APPLICATION)

Campus	
Beasley	ES
Bowie	ES
George	JH
Jackson	ES
Lamar	JH
Long	ES
Navarro	MS
Pink	ES
Ray	ES
Smith	ES
Thomas	ES
Travis	ES
Velasquez	ES
Wessendorff	MS

CONSIDER APPROVAL FOR CHARTER BUS SERVICES

RECOMMENDATION:

That the Board of Trustees approve A Ambassador Limousine & Transportation; AFC Transportation; Sam’s Limousine and Transportation, Inc.; and Sierra Stage Coaches, Ind. dba Sierra Trailways of Texas as the vendors to provide charter bus services for the District.

IMPACT/RATIONALE:

RFP #34-2013 requested prices to establish an annual contract for Charter Bus Transportation services for field trips, band, orchestra, athletics, and other district approved UIL activities throughout Fort Bend County and additional locations, as requested.

PROGRAM DESCRIPTION:

This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases in fuel costs delineated by the contractor and accepted by the District prior to renewal. The procurement of these services will commence upon board approval and as services are requested by individual campuses or district groups.

Submitted by: Robin Sheehan, Purchasing & Materials Manager
 Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
RFP 34-2013
Charter Bus Services
December 19, 2013

Item	Description	A Ambassador Limousine & Transportation	AFC Transportation	Sam's Limousine and Transportation, Inc.	Sierra Stage Coaches, Inc. dba Sierra Trailways of Texas
	47 Passenger Bus				
1	First four hours	420.00	575.00	399.00	495.00
2	Each additional hour	105.00	105.00	95.00	90.00
3	Cancellation within 2 hours of pickup	420.00	575.00	Up to 20% of total trip cost	495.00
4	Cancellation within 4 hours of pickup	0.00	350.00	0.00	350.00
5	Additional cost/mile	0.00	3.75	3.50	3.80
6	Extra-ordinary cost for overnight	Lodging for driver	125.00	Lodging for driver	Lodging for driver
7	Extra-ordinary costs for relief driver	65.00 / hour	125.00	200.00	300.00-600.00
	55 Passenger Bus				
8	First four hours	480.00	575.00	399.00	540.00
9	Each additional hour	120.00	105.00	95.00	95.00
10	Cancellation within 2 hours of pickup	480.00	575.00	Up to 20% of total trip cost	540.00
11	Cancellation within 4 hours of pickup	0.00	350.00	0.00	350.00
12	Additional cost/mile	0.00	3.75	3.50	3.95
13	Extra-ordinary cost for overnight	Lodging for driver	125.00	Lodging for driver	Lodging for driver
14	Extra-ordinary costs for relief driver	65.00 / hour	125.00	200.00	300.00-600.00
15	Method of communication between dispatch and driver	Two-way radio and/or cell phone	Verizon mobile to mobile radio and AFC Ground Pad (a mobile app)	Two-way radio and/or cell phone, manager on call 24/7	Cell phones
16	Procedure for supplying substitute drivers	Scheduler will dispatch a rested relief driver	Standby drivers are available at all times	Standby drivers employed while long trips are scheduled	Driver will be replaced by Sierra driver or a Trailways Company partner driver, whichever is most expedient
17	Method of supplying alternate transportation due to breakdown or accident	Company will provide alternate coach	Company will dispatch alternate coach, as well as AFC mobile mechanic	24/7 truck/tire emergency service, in-house mechanics, nationwide affiliates, large fleet for substitution of vehicles if necessary	Repair or replace bus within 3 hours, whichever is most expedient
18	Procedure for drivers to notify company of problems which may affect the safe transportation of students	Driver contacts dispatch for resolution	Company will dispatch alternate coach, as well as AFC mobile mechanic	Manager on duty 24/7 for resolution, standby drivers, substitution vehicles and mechanics for dispatch	Driver contacts key management employee for resolution

Bid Summary
RFP 34-2013
Charter Bus Services
December 19, 2013

Item	Description	A Ambassador Limousine & Transportation	AFC Transportation	Sam's Limousine and Transportation, Inc.	Sierra Stage Coaches, Inc. dba Sierra Trailways of Texas
19	Average length of service for current full-time drivers	3-10 years	7 years	7 months - 15 years	7 years
20	Average length of service for part-time drivers	2-5 years	2 years	7 months - 9 years	5 years
21	Are criminal, civil arrest/charge and driving records checked?	Yes	Yes	Yes	Yes
22	Is random drug testing performed in accordance with USDOT?	Yes	Yes	Yes	Yes
23	Are drivers required to wear uniforms, name tags and company id?	Yes	Yes	Yes	Yes
24	How often is a defensive driving course required to be successfully completed by the drivers?	Yearly	Every 3 years	Yearly	Every 3 years
25	How often is a driver evaluated behind the wheel?	Yearly and after any incident	Random throughout the year	Random up to 3 times per year	At time of hire, and random as needed on case by case basis
26	Are the drivers trained and certified in CPR and First Aid?	No	Yes	Some	No
27	What is the standard size of your passenger bus?	27, 31, 35, 42, 44 and 56 passenger, including 23 passenger ADA busses	14, 23, 28, 34, 40, 56 and 57 passenger busses	15 to 56 passenger busses	54-57 passenger coaches
28	Where is your bus yard located in the local area?	Houston, TX	North Houston, TX	Houston, TX	South Houston, TX
29	What is your estimated distance and travel time to LCISD?	24.7 miles / 29 minutes	48.8 miles / 51 minutes	20 miles / 25 minutes	40 miles / 1 hour
30	What is the size of your current fleet?	70	200	47	20
31	Do you have additional units available to you? Approx number	Yes, 5 units	Yes, 50 units	Yes, 29 units	Yes, 6-10 units
32	What type of regular PM do you maintain?	Pre-trip and post-trip, oil change at 5K miles, tire rotation at 7K miles, belts/hoses replaced before life	Manufacturer recommended maintenance program	Pre-trip and post-trip inspections, in-house maintenance as required by State and DOT	In-house maintenance staff with inspections at 5K, 10K and 15K on all busses
33	Do you have your own maintenance staff or contracted services?	Yes, repairs are handled by third party dealers and certified mechanics	Both available, overflow is handled by third party when needed	Own staff, certified mechanics and technicians	Own staff, 3 mechanics and 2 maintenance workers
34	Are you an active member of UMA?	No	No	No	No
35	Did you include an MCMISC Safety Profile?	No	Yes	No	Yes

Bid Summary
RFP 34-2013
Charter Bus Services
December 19, 2013

Item	Description	A Ambassador Limousine & Transportation	AFC Transportation	Sam's Limousine and Transportation, Inc.	Sierra Stage Coaches, Inc. dba Sierra Trailways of Texas
36	Can you assign an account executive?	Yes	Yes	Yes	Yes
37	Did you provide the equipment list requested?	Yes	Yes	Yes	Yes
38	Do you comply with all DOT regulations?	Yes	Yes	Yes	Yes
39	How do you handle one day trip that exceed the 15-hour time limit for drivers?	Assign two, alternating drivers	Prescheduled meeting point is determined where a driver will relieve before 10 hours	Send relay driver on all trips exceeding 10 hours drive time or 15 hours on duty	Relief driver used at start and end of trip. When possible, drivers drop group and rest at hotel for 8 hours. Cost of room added to charter cost.
40	How do you handle driver relief for extended over-the-road trips?	Drivers not permitted to operate vehicle more than 10 hours, require 8 hours uninterrupted rest	Relief drivers provided every 10 hours at prescheduled meeting points	Relay drivers sent in advance to ensure drivers receive proper rest	Primary driver meets bus at predetermined location to exchange with "push-out" driver and completes the trip. Reverse procedures used upon return. Driver change costs added to charter cost.
41	What percent of your equipment has VHS/DVD?	100% DVD	100% DVD	100% DVD	100% DVD and 100% VCR
42	Do you have a fuel surcharge?	No	Yes	No	No

CONSIDER APPROVAL OF VENDING MACHINE SERVICE CONTRACT

RECOMMENDATION:

That the Board of Trustees approve renewing the contract of CNC Vending, LLC to provide beverage and snack vending machine services throughout the District and also to approve the assignment of contract terms to Canteen Vending (a Member of Compass Group North America).

IMPACT/RATIONALE:

RFP # 53-2010 requested a proposal for Vending Machine Services for soft drinks, beverages, and snacks throughout the District. The initial contract was for a period of three (3) years with the option to renew for two (2) additional one year periods upon agreement of both parties. Due to the vendor's ability to meet the District's needs, administration is recommending renewal for the first one-year period. Consideration will be given at a later date for the second renewal period.

The recommended renewal is based on the vendor's ability to meet certain criteria including: variety of products offered, ability of the vendor to provide both snacks and beverages, vending sales price and related commission rate, reporting and payment capabilities, vendor references, and other contract incentives offered. It is in the best interest of the District to renew this contract to a single vendor who can provide both beverages and snacks in an effort to expedite vendor contact and service, and to facilitate account monitoring and reconciliation.

Also attached for review is the Consent to Contract Assignment form. The District will benefit from the merger of CNC Vending, LLC with Canteen Vending in the following ways:

- Continued hands-on management of the District's account with the same customer service and driver team,
- Continued investment by CNC/Canteen Vending in technology and equipment,
- Canteen's financial resources (largest vending services company in the United States (with over \$1 billion in revenue for vending services and over \$11 billion company-wide), and
- Additional service offerings, such as coffee service and concessions.

PROGRAM DESCRIPTION:

The contract with CNC Vending, LLC/Canteen Vending is a non-exclusive contract, as the vendor can provide a wide variety of brands in snacks and beverages. Each facility selects its own unique combination of snacks and beverages from a comprehensive list of products, providing flexibility and increased capacity for commission generation. It is the intent of the Business Office to assist campuses in achieving maximum commissions by monitoring monthly sales and commissions. The vendor's service efforts will also be monitored to ensure contract compliance and site satisfaction.

Submitted by: Robin Sheehan, Purchasing and Materials Manager
Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

December 5, 2013

Lamar Consolidated Independent School District
Attn: Dr. Thomas Randle
3911 Avenue I
Rosenberg, TX 77471

Re: **Consent to Contract Assignment**

CNC Vending, LLC ("Seller") intends to sell its assets and business to Compass Group USA, Inc. ("Compass"), including that certain Contract For Vending Machine Services between Lamar Consolidated Independent School District ("LCISD") and Seller, dated effective as of December 16, 2010 (the "Contract").

Compass has agreed to assume Seller's responsibilities and obligations under the Contract after the date of sale, anticipated on December 6, 2013. Compass is committed to providing you with outstanding service and quality products and will work to make the transition to being a Compass customer smooth and simple.

Please confirm by your signature below that LCISD consents, acknowledges and authorizes the assignment and transfer of the Contract from Seller to Compass, and that LCISD further releases Seller from any liabilities or obligations arising under or in connection with the Contract to the extent accruing from and after the Closing Date. Seller shall remain responsible for the payment of all amounts due LCISD under the Contract for all periods up to and including the date of sale.

Thank you in advance for your cooperation and assistance.

Sincerely,

CNC Vending, LLC

By: _____
Printed Name: Chuck Olson
Title: Member
Signature Date: _____

THE UNDERSIGNED HEREBY CONSENTS, ACKNOWLEDGES AND AUTHORIZES THE ASSIGNMENT AS DESCRIBED ABOVE ON THIS ____ DAY OF _____, 2013.

Lamar Consolidated Independent School District

By: _____
Printed Name: _____
Title: _____
Signature Date: _____

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the district.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Madison Charitable Foundation donated \$10,000 to Common Threads.

Cora Thomas PTO donated \$23,500 to purchase a marquee for Cora Thomas Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF RFP #35-2013 FOR CONSTRUCTION
MANAGEMENT AT RISK FOR THE CONSTRUCTION OF THE NEW
CHURCHILL FULSHEAR, JR. HIGH, DEAN LEAMAN JUNIOR HIGH, AND THE
SATELLITE TRANSPORTATION PHASE 2 ADDITION**

RECOMMENDATION:

That the Board of Trustees approve the Request for Proposal #35-2013 for Construction Manager at Risk for the construction of the new Churchill Fulshear, Jr. High School, Dean Leaman Junior High School, and the Satellite Transportation phase 2 addition to Drymalla Construction Company in the amount of \$110,000 for preconstruction services and a construction management fee of 1.26%.

PROGRAM DESCRIPTION:

On October 17, 2013, the Board of Trustees approved the Construction Management at Risk procurement method for the construction of the new Churchill Fulshear, Jr. High School, Dean Leaman Junior High, and the Satellite Transportation phase 2 addition. Lamar CISD administration, representatives from Gilbane Building Company, and PBK Architects, evaluated the proposals on December 5, 2013 and ranked them based on the selection criteria published in the Request for Proposals. The final recommendation from the selection committee is Drymalla Construction Company.

PROGRAM DESCRIPTION

Upon approval Drymalla Construction Company will begin the preconstruction phase in the design process for the new Churchill Fulshear, Jr. High School, Dean Leaman Junior High School, and the Satellite Transportation phase 2 addition.

Submitted by: J Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent



December 10, 2013

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

RE: Churchill Fulshear Jr. High School, Dean Leaman Junior High School &
Satellite Transportation Center Phase 2
Recommendation of Award for Construction Manager at Risk
RFP #35-2013

Dear Mr. McKeever,

On Thursday December 5, 2013 proposals for selection of a Construction Manager at Risk were received by the Lamar Consolidated Independent School District for Churchill Fulshear Jr. High School, Dean Leaman Junior High School and Satellite Transportation Center Phase 2. A total of four (4) firms received the Request for proposal documents and submitted qualifications and a total of three (3) firms submitted proposals.

Based on a thorough review of the submitted proposals, qualification statements and references, Gilbane recommends selection of Drymalla Construction Company as the Construction Manger at Risk for these projects.

The District, Gilbane and PBK have had extensive experience with Drymalla Construction Company on numerous projects in the District and the Houston area including the recently completed Polly Ryon Middle School and Adolphus Elementary School. Drymalla Construction Company was also the Construction Manager as Constructor for George Ranch High School and Antoinette Reading Junior High School. We are confident that Drymalla Construction Company is well qualified to successfully execute the requirements of this project. We look forward to successful design and construction phases of these projects with the District, PBK and Drymalla.

If you any questions concerning this proposal or our recommendation, please to not hesitate to contact us.

Respectfully,
GILBANE BUILDING COMPANY

A handwritten signature in blue ink, appearing to read "E. Bailey", written over a white background.

Edward L. Bailey
Senior Project Manger

Attachment: Final Proposal Recommendation

Final Recommendation	
Recommendation:	Drymalla
Total Contract Amount :	\$110,000.00

Firm	Overall Score	Rank	Evaluation Spread	Total Proposal Amount	Spread
Drymalla	92.10	1	0.00	\$94,689,068	\$0
Durotech	91.03	2	1.07	\$95,018,206	\$329,138
Marshall Construction	90.99	3	1.11	\$94,923,649	\$234,581

**CONSIDER APPROVAL OF THE CSP #27-2013 FOR THE
RENOVATIONS TO TRAYLOR STADIUM**

RECOMMENDATION:

That the Board of Trustees approve Gamma Construction for the renovations to Traylor Stadium in the amount of \$ 2,400,000 and amend the budget as necessary.

IMPACT/RATIONALE:

September 26, 2013 competitive sealed proposals were received. Seven (7) contractors submitted proposals. A weighted criteria is also part of the selection process using Competitive Sealed Proposals. After inputting all the information into the weighted criteria, the recommended contractor did not have the lowest price. Through the CSP process the best value to the district is not always the lowest price. After review of all the proposals, PBK Architects, Gilbane and the Administration recommend Gamma Construction. Gamma Construction scored higher for their time in business, previous experience, proposed team and safety record. This project is funded through the 2011 Bond Funds.

PROGRAM DESCRIPTION:

Upon approval, Gamma Construction will begin construction on the renovations to Traylor Stadium.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046
Toll-free: 1-800-938-7272
Fax: 713-961-4571
PBK.com



December 11, 2013

VIA: EMAIL

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

RE: Traylor Stadium Renovation
Lamar Consolidated Independent School District
PBK Project No.: 12184

Dear Mr. McKeever;

On Thursday, September 26, 2013, competitive sealed proposals were received at the District's Administration Office, for the Traylor Stadium Renovation project. Seven (7) General Contractors submitted proposals with an accompanying proposal bond.

Pursuant to the Texas Education Code Section 44 and Chapter 2267 of the Texas Government Code, a Selection Committee made up of District administrators and consultants evaluated the proposals. The general contractors and their proposals were also ranked based on the selection criteria published in the Contract Documents. Upon completion of the evaluations, the Selection Committee determined that Gamma Construction Co., Inc. represented the best value to the District.

As allowed by the Texas Education Code's Competitive Sealed Proposal delivery method the District and the evaluation team first evaluated the proposers and then entered into a negotiation phase with Gamma Construction Co. Gamma's revised proposal of \$2,400,000.00 is the result of a team effort between the design team, the District and Gamma to deliver a project that matches the original approved scope of work as identified in the Bond Program and within the established project budget.

Considering the outcome of the evaluations of Traylor Stadium Renovation in conjunction with the District Natatorium project, PBK Sports hereby recommends that the Lamar Consolidated Independent School District enter into a formal agreement with Gamma Construction Co., Inc., as outlined in the amended Contract Documents, in an amount not to exceed \$2,400,000, which includes the negotiated Base Proposal.

As always we are grateful for the opportunity to work with everyone involved on this project. We look forward to a successful partnership with the District, Gilbane Building Company and Gamma Construction Co., Inc. for the Traylor Stadium Renovation project.

Sincerely, PBK Sports

A handwritten signature in black ink that reads "Trey Schneider".

Trey Schneider, P.E.
President

Enclosures cc:
Mike Rice, LCISD; Ed Bailey, GBC; Marc Bollom, GBC

Traylor Stadium Renovation CSP #27-2013

Final Recommendation	
Recommendation:	Gamma Construction
Original Proposal:	\$3,694,000.00
Post Proposal Reduction:	(\$1,294,000.00)
Total Contract Amount :	\$2,400,000.00

Firm	Overall Score	Rank	Evaluation Spread	Total Proposal Amount	Spread
Gamma Construction	93.5	1	0.0	\$3,550,000	\$340,000
Pepper Lawson	92.1	2	1.4	\$3,255,000	\$45,000
GTT Construction	88.5	3	5.0	\$3,210,000	\$0
Sterling Structures	87.4	4	6.1	\$3,439,000	\$229,000
Bass Construction	85.1	5	8.4	\$3,300,000	\$90,000
Stewart Builders	84.4	6	9.1	\$3,550,000	\$340,000
Purcell	82.3	7	11.2	\$4,000,000	\$790,000

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR NEW
JOHN M. ARREDONDO ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the design development for the new John M. Arredondo Elementary School, as presented by PBK Architects.

IMPACT/RATIONALE:

PBK Architects will be presenting the design development for the new John M. Arredondo Elementary School. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 8, 2011 Lamar CISD passed a bond issue that included the construction of the new John M. Arredondo Elementary School. Upon approval of the design development, the construction documents phase will begin.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE
2014 SUMMER RENOVATION PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the 2014 summer renovation projects, as presented by VLK Architects.

IMPACT/RATIONALE:

VLK Architects will be presenting the design development for renovations to Austin Elementary, Travis Elementary, Beasley Elementary, Taylor Ray Elementary, Lamar Junior High, Foster High CTE, Lamar Consolidated High, ALC, and ALC CTE. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

On November 8, 2011 Lamar CISD passed a bond issue that included renovations to Austin Elementary, Travis Elementary, Beasley Elementary, Taylor Ray Elementary, Lamar Junior High, Foster High CTE, Lamar Consolidated High, ALC, and ALC CTE. Upon approval of the design development, the construction documents phase will begin.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES
FOR THE NEW NATATORIUM**

RECOMMENDATION:

That the Board of Trustees approve Terracon for material testing services for the construction of the new Natatorium in the amount of \$70,000.

IMPACT RATIONALE:


Material Testing Services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

PROGRAM DESCRIPTION:

Material Testing Services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the new Natatorium.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

October 14, 2013

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

Phone: 281.341.3122
Fax: 281.341.3129

Subject: Proposal for Construction Materials Testing Services
LCISD – District Natatorium
4606 Mustang Avenue Rosenberg, Texas
Lamar Consolidated Independent School District
Terracon Proposal No. P92131834

Dear Mr. McKeever:

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

A) PROJECT INFORMATION

The site is located at 4606 Mustang Avenue in Rosenberg, Texas. The project involves the construction of a new single story District Natatorium with an approximate footprint of 31,852 SF, which will also include a 14-foot deep swimming pool. The building foundation structures will consist of drilled piers. The slab on grade will be supported on 54 inches of select fill. The building superstructure will consist of structural steel framing and CMU walls.

The associated site work will consist of waterline, sanitary and storm sewer construction. Paving associated with driveways and parking areas will be reinforced concrete with a stabilized subgrade.

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

- Construction plans by PBK Architects dated September 9, 2013
- Geotechnical Report No. 92135060 by Terracon Consultants, Inc. dated May 19, 2013
- Geotechnical Report No. 92135060 Supplement 1 by Terracon Consultants, Inc. dated May 30, 2013

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



B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the of the project document.

Earthwork Observations and Testing:

1. Sample select fill, building subgrade, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture Density Relationship (ASTM D 698 and ASTM D558).
2. It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select fill to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards, however, preliminary test results can be obtained as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before test results are known.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633). Samples will be tested as needed during utility construction.
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.

2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Reinforcing Steel Observation and Testing:

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

Cast-in-Place Concrete Observations and Testing:

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

Masonry Observation and Mortar and Grout Testing:

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.

3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

Structural Steel Observations and Testing:

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

Project Management/ Administration:

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

Special Inspections Letter:

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

Scheduling Retests:

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

Additional Services:

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

C) REPORTING

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

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

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose a budgetary cost estimate of **\$70,000**. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "**as requested**" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours

worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

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

G) AUTHORIZATION

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

Proposal for Construction Materials Testing Services
LCISD – New District Natatorium ■ Rosenberg, Texas
October 14, 2013 ■ Terracon Proposal No. P92131834



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

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

A handwritten signature in black ink, appearing to read "S.P. Barber".

Sean P. Barber
Project Manager
Construction Services

A handwritten signature in blue ink, appearing to read "Alfonzo Hernandez".

Alfonzo Hernandez, P.E.
Construction Services Manager

Attachments:

- (1) Agreement For Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the LCISD - New District Nataorium project (“Project”), as described in the Project Information section of Consultant’s Proposal dated 10/14/2013 (“Proposal”) unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant’s services is described in the Scope of Services section of the Proposal (“Services”), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors’ behalf. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant’s reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 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. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. 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 agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **12/12/2013**
Name/Title: **Jeffrey C Roberts / Regional Manager**
Address: **11555 Clay Road Suite 100**
Houston, TX 77043
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **jcroberts@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **Julie Thompson / President**
Address: **3911 Avenue I**
Rosenberg, TX 77471
Phone: **(832) 223 - 0250** Fax: **(832) 223- 0111**
Email: _____

Reference Number: P92131834

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES
FOR THE TRAYLOR STADIUM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for material testing services for the construction of the Traylor Stadium renovations in the amount of \$10,375.

IMPACT RATIONALE:

Material Testing Services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

PROGRAM DESCRIPTION:

Material Testing Services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the Traylor Stadium renovations.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent



December 5, 2013

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

Phone: 281.341.3122
Fax: 281.341.3129

Subject: Proposal for Construction Materials Testing Services
Renovations to Guy K. Traylor Stadium
4606 Mustang Ave., Rosenberg, TX 77471
Terracon Proposal No. P92132141

Dear Mr. McKeever:

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

A) PROJECT INFORMATION

The site is located at 4606 Mustang Avenue on the campus of Lamar Consolidated High School in Rosenberg, Texas. The project involves the construction of renovations to the existing high school stadium including the construction of three single story buildings, long jump pit, and various civil site improvements.

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the of the project document.

Earthwork Observations and Testing:

1. Sample select fill, building subgrade, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318).

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

2. It's Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select building fill to verify that the soil meets the requirements for Atterberg Limits and percent fines (ASTM D4318).
3. Test soil samples for moisture-density relationship (ASTM D698 and ASTM D558).
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundation Observations and Testing:

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

Reinforcing Steel Observation and Testing:

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

Cast-in-Place Concrete Observations and Testing:

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

Masonry Observation and Mortar and Grout Testing:

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

Structural Steel Observations and Testing:

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

Asphalt Pavement Observations and Testing:

1. Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and Hveem stability and density. One sample will be obtained for every 500 tons of asphalt placed each day.
2. Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.
3. Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.
4. Obtain cores from the pavements and perform thickness measurements and bulk density within five days of placement if requested.

Project Management/ Administration:

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

Special Inspections Letter:

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

Scheduling Retests:

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

Additional Services:

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

C) REPORTING

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

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

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours’ notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimated cost of **\$10,375.** Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

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

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

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

Proposal for Construction Materials Testing Services
Traylor Stadium Renovations ■ 4606 Mustang Ave.
December 5, 2013 ■ Terracon Proposal No. P92132141



G) AUTHORIZATION

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

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

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

A handwritten signature in cursive script that reads "Mark D. Wells".

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

A handwritten signature in cursive script that reads "Alfonso Hernandez".

Alfonso Hernandez, P.E.
Construction Services Manager

Attachments:

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



**COST ESTIMATE
FOR CONSTRUCTION MATERIALS TESTING
Renovations to Guy K. Traylor Stadium, Rosenberg, Texas
4606 Mustang Avenue
Terracon Proposal No. P92132141**

Service	Quantity	Unit	Unit Rate	Estimate
Earthwork and Backfill Observation and Testing				
Engineering Technician	32	hour	\$40.00	\$1,280
Engineering Technician (Overtime)	4	hour	\$60.00	\$240
Vehicle Charge	8	trip	\$60.00	\$480
Nuclear Density Gauge	6	trip	\$50.00	\$300
Atterberg Limits (Pad Verification)	3	each	\$55.00	\$165
Atterberg Limits	2	each	\$55.00	\$110
Moisture Density Relationship (ASTM D698)	2	each	\$165.00	\$330
Optimum Lime Determination	1	each	\$300.00	\$300
			Sub-total	\$3,205
Reinforcing Cast-in-Place Structural Concrete Observation and Testing				
Engineering Technician	40	hour	\$40.00	\$1,600
Engineering Technician (Overtime)	2	hour	\$60.00	\$120
Vehicle Charge	16	trip	\$60.00	\$960
Concrete Test Cylinders (ASTM C39) 4 cyl. per set	8	set	\$60.00	\$480
			Sub-total	\$3,160
Asphalt Paving Observation and Testing				
Engineering Technician	8	hour	\$40.00	\$320
Vehicle Charge	2	trip	\$60.00	\$120
Nuclear Density Gauge	2	trip	\$50.00	\$100
Extraction / Gradation	2	each	\$195.00	\$390
HVEEM Stability	2	set	\$80.00	\$160
Molding Specimen (3/set)	2	set	\$65.00	\$130
Theoretical Maximum Density	2	each	\$100.00	\$200
Bulk Density - Lab Molded (3/set)	2	set	\$50.00	\$100
			Sub-total	\$1,520
Masonry Observations and Testing				
Engineering Technician	12	hour	\$40.00	\$480
Vehicle Charge	4	trip	\$60.00	\$240
Mortar Test Cubes (6 cubes per set)	12	each	\$25.00	\$300
Grout Test Prisms (4 prisms per set)	8	each	\$25.00	\$200
			Sub-total	\$1,220
Structural Steel Observations				
Certified Welding Inspector (CWI)	8	hour	\$75.00	\$600
Vehicle Charge	2	trip	\$60.00	\$120
			Sub-total	\$720
Administration				
Project Manager	5	hour	\$110.00	\$550

Estimated Project Total for New Buildings \$10,375

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 Renovations project ("Project"), as described in the Project Information section of Consultant's Proposal dated 12/05/2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. 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 agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **12/12/2013**
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Road Suite 100 Houston, TX 77043**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **mdwells@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **Julie Thompson / President**
Address: **3911 Avenue I Rosenberg, TX 77471**
Phone: **(832) 223- 0250** Fax: **(832) 223-0111**
Email: _____

Reference Number: P92132141

**CONSIDER APPROVAL OF GEOTECHNICAL ENGINEERING SERVICES FOR THE
DESIGN OF THE NEW CHURCHILL FULSHEAR HIGH COMPLEX**

RECOMMENDATION:

That the Board of Trustees approve Terracon for geotechnical engineering services for the design of the new Churchill Fulshear High Complex in the amount of \$58,200.

IMPACT RATIONALE:

Geotechnical services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical services will generate reports that provide soil data that the architect needs to generate the construction specifications. These reports are crucial in the design of the new Churchill Fulshear High Complex.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

December 6, 2013

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

Attn: Mr. Kevin McKeever, Administrator of Operations
P: 832.223.0250
E: mckeever@lcisd.org

Re: Cost Estimate for Geotechnical Engineering Services
Multi-School and Transportation Center Site
NEC of FM 1093 and Bois D' Arc Lane
Fort Bend County, Texas
Terracon Document No. P92132145

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

The project involves the proposed construction of a new multi-school campus and additions to a transportation center on a tract of land approximately 124 acres in size located at the northeast corner of the intersection of FM 1093 and Bois D' Arc Lane in Fort Bend County, Texas. We understand that the proposed campus is planned to include a two-story High School building with a footprint area of about 150,500 square feet, a two-story Junior High School building with a footprint area of about 100,000 square feet, and a single-story field house building with a footprint area of about 22,000 square feet. For structural loads, we anticipate maximum column loads on the order of 100 to 200 kips and a maximum floor slab pressure of about 125 pounds per square foot.

We also understand that various sports facilities are also planned for the site. The sports fields are planned to include a high school football field with associated track, bleachers, and light poles, a Junior High School football field with associated bleachers, a baseball field and softball field with associated bleachers and light poles, ten tennis courts with associated light poles, and an athletic outbuilding. We anticipate that the proposed light poles in the area of the sports fields are planned to range from 60 to 100 feet in height. We understand that four practice fields are also planned at the site. No light poles or structures are planned in the area of the practice fields.



Cost Estimate for Geotechnical Engineering Services

Multi-School and Transportation Center Site ■ Fort Bend County, Texas

December 6, 2012 ■ Terracon Document No. P92132145

Page 2



In addition, we understand that about 3,800 linear feet of concrete driveways and about 17.5 acres of surface parking are planned at the site. Traffic is planned to consist primarily of passenger vehicles in the parking areas and passenger vehicles combined with school busses and occasional garbage and delivery trucks in the driveways.

We anticipate that the proposed education buildings, mechanical building, athletic outbuilding, and bleachers are planned to be supported on a drilled-and-underreamed footing foundation system. We anticipate that the proposed tennis courts will be constructed using a post-tensioned (PTI) slab-on-grade foundation system. Light poles are anticipated to be supported on drilled, straight-shaft foundations.

We also understand that additions to the existing transportation center building and bus parking area, a new detention pond, and the expansion of an existing detention pond are also planned at the southern end of the site. The proposed transportation center addition is planned to have a footprint area of about 3,500 square feet and extend to the south of the existing building. The proposed bus parking area addition is planned to consist of about 3 acres of surface parking and extend to the west of the existing bus parking area. We plan to utilize borings drilled previously as part of Terracon Project No. 92105117 to help develop our recommendations for these additions.

We understand the proposed new detention pond is planned to be about 3.2 acres in size and the existing detention pond will be expanded to an area of 7.4 acres. Both detention ponds are planned to have a maximum depth of 34 feet and a maximum sideslope declination of 4 Horizontal: 1 Vertical.

2.0 SCOPE OF SERVICES

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

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

Multi-School Field Program			
Proposed Structure	Number of Borings	Boring Depth (ft)	Total Footage (ft)
High school building	16	20	320
Junior High School building	11	20	220
Field house building	3	20	60
Pavement	11	5	55
High School Football stadium (bleachers, track, and light poles)	5	30	150

Responsive ■ Resourceful ■ Reliable

Multi-School Field Program			
Proposed Structure	Proposed Structure	Proposed Structure	Proposed Structure
<i>Continued from page 3.</i>			
Jr. High School Football field (bleachers and light poles)	4	30	120
Baseball stadium (bleachers and light poles)	5	30	150
Softball stadium (bleachers and light poles)	4	30	120
Athletic outbuilding	1	20	20
Tennis courts (w/ light poles)	4	20	80

The total drilling footage for the multi-school campus is planned to be 1,295 feet.

Detention Pond Improvements Field Program			
Proposed Structure	Number of Borings	Boring Depth (ft)	Total Footage (ft)
New detention pond	3	50	150
Detention pond expansion	6	50	300

The total drilling footage for the detention pond improvements is planned to be 450 feet. A site plan with the proposed boring locations is attached for your reference.

The borings will be located using hand measuring equipment and estimating angles and distances from existing features as shown on the site plan provided to us. The layout of the borings will be approximate. The boring depths will be measured from existing grade.

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

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in

the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings upon completion of drilling.

We plan to access the boring locations using standard truck-mounted drilling equipment. This proposal assumes that the site can be accessed during normal business hours and does not include services associated with site clearing, surveying of the boring location, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees if necessary.

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

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, hydrometer tests, and grain-size analyses. In addition, we plan to perform pinhole and crumb tests on selected samples taken in the area of the detention ponds.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. We understand that two separate reports are requested for this project, one report for the multi-school campus and transportation center expansion, and a second report for the detention pond improvements. Based on the results of our evaluation, engineering reports will be prepared which detail the results of the testing performed and provide Boring Logs and Boring Location Plans. The first report will provide Geotechnical Engineering recommendations for the proposed multi-school campus and transportation center expansion which will address the following:

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

The second report will provide Geotechnical Engineering recommendations for the proposed detention pond improvements which will address the following:

- Site and subgrade preparation;
- Slope stability analysis of the pond sideslopes; and
- Detention pond considerations.

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Schedule. We can initiate our field program within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate the field program to be completed in about fourteen to eighteen days, assuming no clearing is needed. We anticipate completion of our services and submittal of our final reports within five to six weeks after completion of our field services. In situations where information is needed prior to submittal of our reports, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

We understand that separate costs are requested for the multi-school campus / transportation center additions and for the proposed detention ponds. The table below summarizes our estimated costs for these scopes of service. These costs assume that the field program for both phases is performed under one drilling mobilization.

Project Scope	Estimated Cost	Additional cost for ATV equipment ¹	Total Cost
Multi-School Campus / Transportation Center Expansion	\$38,900	\$2,000	\$40,900
Detention Pond Improvements	\$16,600	\$700	\$17,300
Total	\$55,500		\$58,200

¹. If the site is soft and/or wet at the time of our field program.

If the site is inaccessible to drilling equipment, the clearing of pathways may be required. To have Terracon clear pathways to the boring locations for our field program, we anticipate an additional cost of about \$1,500 for the first day of clearing, and about \$1,200 for each additional day. (The tree debris would only be moved away from the cleared pathways but not removed from the site.)

The cost of our services will not exceed these figures without approval of the client.

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

4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or

Responsive ■ Resourceful ■ Reliable

suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

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

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

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

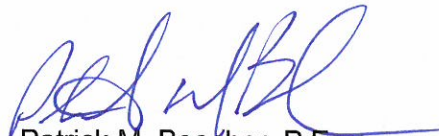
Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No. F-3272)



Andrew J. Muras, E.I.T.
Staff Geotechnical Engineer



Patrick M. Beecher, P.E.
Senior Project Manager

Attachments: Agreement for Services
Proposed Site Plan with Boring Locations

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 Multi-School and Transportation Center Site project ("Project"), as described in the Project Information section of Consultant's Proposal dated 12/6/2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. 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 agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
 By:  Date: 12/12/2013
 Name/Title: Patrick M. Beecher, P.E. / Senior Project Manager
 Address: 11555 Clay Road Suite 100
Houston, TX 77043
 Phone: (713) 690-8989 Fax: (713) 690-8787
 Email: pmbeecher@terracon.com

Client: Lamar Consolidated ISD
 By: _____ Date: _____
 Name/Title: Julie Thompson, Board President
 Address: 3911 Avenue I
Rosenberg, TX 77471
 Phone: 832-223-0250 Fax: 832-223-0111
 Email: mckeever@lcsid.org

Reference Number: P92132145

**CONSIDER APPROVAL OF AMENDMENT #1 TO THE HVAC FULL COVERAGE
MAINTENANCE SERVICE AGREEMENT AND
JOB-ORDER CONTRACTING SERVICES**

RECOMMENDATION:

That the Board of Trustees approve amendment #1 to the RFP# 10-2013 full coverage maintenance contracting services with Automated Logic–Houston in the amount of \$12,857 for the addition of the Polly Ryon Middle School and John C. Adolphus Elementary.

IMPACT/RATIONALE:

The current contract with Automated Logic–Houston did not include the Polly Ryon Middle or Adolphus Elementary facilities. This amendment will add these facilities to the full coverage maintenance contract for routine maintenance during the warranty period.

PROGRAM DESCRIPTION:

Upon approval Automated Logic–Houston will include Polly Ryon Middle School and Adolphus Elementary in the contract for routine preventative maintenance.

Submitted by: J. Kevin McKeever, Administrator for Operations
Aaron Morgan, Region IV Education Service Center

Recommended for approval:



Dr. Thomas Randle
Superintendent

August 6, 2013

Paul Gutowsky
Energy Coordinator
Lamar Consolidated ISD
4901 Avenue I
Rosenberg, Texas 77471

Reference: Polly Ryon Middle School and Adolphus Elementary School

Paul,

Thank you for the opportunity to present pricing for the assumption of preventative maintenance and filter replacements during the warranty period from September 1, 2013 to August 31, 2014.

Scope of Work:

- Provide and install all required filters on all HVAC equipment quarterly
- Perform preventative maintenance all HVAC equipment as per RFP10-2013
- Perform vibration analysis and oil samples as required

Pricing: \$12,857.00 for both schools to be added to the current agreement.

Sincerely,



Scott Sory
Service Operations Manager

Automated Logic Contracting Services, Inc. Agreement

HVAC Full Coverage Maintenance Service Agreement and Job-Order Contracting Services

Amendment I to RFP No. 10-2013

This Amendment is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Automate Logic Contracting Services, Inc., 4107 New West Drive, Pasadena, Texas 77507.

In this Amendment, the party who is contracting to receive services shall be referred to as "LCISD" and the party who will be providing the services shall be referred to as "ALC".

The parties agree to the following:

- LCISD will pay ALC in the amount of Twelve Thousand Eight Hundred Fifty Seven Dollars (\$12,857.00) for the addition of Polly Ryon Middle School and Adolphus Elementary School for Preventative Maintenance and Filter Changes per RFP No. 10-2013, Full Coverage Maintenance Service Agreement and Job-Order Contracting Services.
- Performance of Scope of Services will correspond with RFP No. 10-2013, HVAC Full Coverage Maintenance Service Agreement and Job-Order Contracting Services Agreement Documents, April 2013, and Addendum's #1 and #2, referencing RFP No. 10-2013, HVAC Full Coverage Maintenance Service Agreement and Job Order Contracting Services Agreement, April 2013.
- Length of Amendment I: September 1, 2013 to August 31, 2014.

Agreed to:
Lamar Consolidated Independent School District

Agreed to:
Automated Logic Contracting Services, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

Authorized Name (print) _____

Authorized Name (print) _____

Customer Address:
Lamar Consolidated Independent School District
3911 Avenue
Rosenberg, Texas 77471
(832) 223-0000

ALC Address:
Automated Logic Contracting Services, Inc.
4107 New West Drive
Pasadena, Texas 77507
(281) 837-0777

**CONSIDER APPROVAL OF TRAFFIC STUDY FOR THE NEW CHURCHILL
FULSHEAR HIGH SCHOOL COMPLEX**

RECOMMENDATION:

That the Board of Trustees approve Traffic Engineers for the traffic engineering study for the construction of the new Churchill Fulshear High School Complex not to exceed the amount of \$28,700.

IMPACT RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Referendum Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the new Churchill Fulshear High School Complex.

Submitted by: J. Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS

8323 Southwest Freeway
Suite 200
Houston, TX 77074

Voice (713) 270-8145
Fax (281) 809-0807
www.trafficengineers.com

Texas Registration Number F-003158

December 11, 2013

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

Re: Proposal for Traffic Study for LCISD School Complex north of FM 1093 at Bois D'Arc

Dear Mr. McKeever:

This letter constitutes our proposal to conduct a Traffic Study for the proposed LCISD School Complex north of FM 1093 at Bois D'Arc.

Scope of Services

Task 1 - Data Collection

Traffic Engineers, Inc. will conduct School peak hour TMCs at the following intersections:

- FM 1093 at Bois D'Arc
- FM 1093 at car wash/LCISD Transportation Center driveway

The following information will be provided by LCISD/PBK separately for the High School, Junior High and 6th Grade School:

- Year school will open
- Arrival and dismissal times
- Number of students
- Number of staff
- Number of buses
- Number of student drivers (high school)
- Names of existing schools that generate approximately the same amount of parent traffic expected to be generated by the future High School, Junior High and 6th Grade School
- Approximate attendance zone

A site visit will be conducted to collect pertinent information for the study. Traffic Engineers, Inc. will observe dismissal at the existing schools identified by LCISD that generate approximately the same amount of parent traffic expected to be generated by the future High School, Junior High and 6th Grade School. The total number of parents and the maximum queue of parents will be used to determine the amount of on-site stacking needed at the new School Complex.

Task 2 - Trip Generation and Distribution

The amount of traffic expected to be generated by the school will be estimated based on the information obtained from LCISD/PBK in Task 1 and data collected at the existing schools. The traffic volumes will be distributed to the following intersections:

- Intersections of the school driveways at Bois D’Arc (Estimated four intersections)
- Bois D’Arc at FM 1093
- FM 1093 at the Eastern Site Driveway

Additionally, Phase 2 of the Transportation Center will be assumed to be implemented; the Phase II Transportation Center volumes (per the Transportation Center Traffic Study, Traffic Engineers, Inc., September 2011) will be included in this study.

Task 3 - Traffic Impact Analysis

The school site plan will be evaluated with respect to on-site traffic circulation. The amount of on-site storage needed for the student drop-off/pick-up area, the bus loading/unloading area and staff parking lot will be analyzed separately for the High School, Junior High and 6th Grade School.

The impact of the school generated traffic on the adjacent roadways will also be analyzed to ensure adequate off-site circulation. The spacing between the school driveways will be evaluated based on the driveway spacing standards included in the City of Fulshear design standards. Off-site improvements will be recommended, as needed, to mitigate the impacts of the school complex on the adjacent roadways.

Task 4 - Study Findings

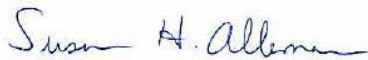
A report will be prepared documenting the findings and recommendations for on-site and off-site circulation.

Compensation

Based on our estimate of hours required to complete this project, compensation of \$28,700 is proposed on a lump sum basis.

Please contact me at (713) 446-4442 or at susan@trafficengineers.com if you have any questions regarding this proposal.

Sincerely,



Susan H. Alleman
Principal

Accepted by:

Signature

Date _____

**CONSIDER APPROVAL OF CONTRACTED SERVICES
FOR COMPUTER REFRESH PROJECT MANAGEMENT**

RECOMMENDATION:

That the Board of Trustees approve Go IT Services for professional services relating to Computer Refresh Project Management Phase III in the amount of \$65.00 per hour, not to exceed \$250,000, and authorize the Superintendent to negotiate the final contract.

IMPACT/RATIONALE:

The computer refresh project approved in the 2011 Bond Referendum will be accomplished in three phases. Phases I and II have already been completed. Phase I consisted of a full physical inventory of desktop and laptop computers in all facilities. Phase II was a refresh planning phase performed by Go IT. Phase III will be an execution phase when thousands of computers will be replaced. Due to the size and complexity of this project, project management services are needed to ensure that: (1) the proper computers are selected for replacement, (2) the hardware vendor provides all equipment and services as agreed upon in the contract(s), and (3) the deployment process is done as efficiently and effectively as possible.

PROGRAM DESCRIPTION:

RFP 28-2013 establishes a project management vendor who will provide the District with support in planning the scope and logistics for the work, hardware/services vendor evaluation, project communication, timeline adherence, vendor compliance, and oversight.

Funds from the Technology portion of the 2011 Bond referendum dedicated to the computer refresh implementation will be used to fund this service. The Technology Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation process included a weighted rubric pre-established in the bid.

Submitted by: David Jacobson, Chief Technology Information Officer
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Robin Sheehan, Purchasing and Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent

STATEMENT OF WORK (SOW)
FOR
DELIVERABLES-BASED INFORMATION
TECHNOLOGY SERVICES

Project Management for
District Computer Refresh Project

Lamar Consolidated Independent
School District

December 10, 2013

Appendix C
Statement of Work (SOW)
for Deliverables-Based Information Technology Services (DBITS) Contract
Project Management for Computer Refresh Project
Lamar Consolidated Independent School District

1. Introduction

This statement of work covers services to be performed by Go IT Services for the Lamar Consolidated Independent School District (LCISD) as related to project management of the district's Computer Refresh Project (CRP). This statement of work is governed by contract number DIR-SDD-1969 as executed by and between the Texas Department of Information Resources and Go IT Services.

2. Background

LCISD is an independent school district with 34+ campuses covering the Richmond/Rosenberg area. LCISD wishes to refresh computers district wide. The district also wishes to avail of Go IT Services project management services to ensure proper liaison, planning, and execution of the project with the CRP selected vendor. LCISD intends to refresh a significant portion of the 15,000 – 17,000 computers currently located in 46+ locations as follows:

- 4 High Schools (4A)
- 4 Junior High Schools (7th-8th grade)
- 4 Middle Schools (6th grade)
- 21 Elementary Schools
- Multiple Special Services Campuses
- Multiple Administrative Buildings
- Multiple Service Buildings

3. Scope

Go IT Services will assign one or more project manager resource(s) to establish and manage a project plan that identifies tasks, owners, and timelines for CRP activities at each LCISD facility. These resource(s) will also perform quality assurance, CRP deliverables acceptance, and liaison activities as related to the project.

Project Management

The project manager(s) assigned by Go IT Services for this project will act as the district's resource responsible for creating and managing the overall project plan, coordinating and communicating activities between the selected refresh vendor(s) and the district to ensure a successful refresh of district computers.

Project Planning

The PM will coordinate with identified vendors to develop and maintain a refresh/redeployment schedule, which identifies specific milestones and establishes accountability. The PM will ensure location specific project plans as well as a master project plan for the project as a whole are created .

The Go IT Services project manager and other assigned resource(s) will coordinate planned activities with the corresponding vendor(s) and district resources to ensure work

Appendix C
Statement of Work (SOW)
for Deliverables-Based Information Technology Services (DBITS) Contract
Project Management for Computer Refresh Project
Lamar Consolidated Independent School District

plans are viable and can be initiated on time. During the project planning period, the PM will also create a communications plan, a change management plan, a deliverables acceptance plan, and a risk management plan.

Project Execution

As the project proceeds, the project manager will document opportunities, efficiencies, delays, and obstacles, along with adjustments and provisions needed to keep the project within schedule.

As refresh activities take place, the Go IT Services resource(s) will ensure there is a mechanism for documenting the work completed. This will include number of computers refreshed, imaged, and/or redeployed by vendor with entries for date, make and model, target location and room. The data will be published periodically (see Project Communication below).

Project Communication

The Go IT Services PM will manage communications with LCISD stakeholders and vendor(s). The PM will act the single point of contact for the project as a whole ensuring project activities are documented and match up with specific project tasks.

As the project proceeds, the PM will track and document activities as they occur and report status of actual vs. planned progress as follows:

- Phase Kick Off: as project phases kick off for specific locations, the project manager will hold a kick off meeting to coordinate schedules and communicate planned activities and dates with specific location staff; this will ensure key facility administrators and their staff are prepared and informed prior to start of project activities.
- Status Report: this will be produced periodically as required by the district and distributed to identified stakeholders and sponsors. The status report will present status of the current phase and milestone for each LCISD facility and for the project as a whole; it will also list activities completed to date, planned activities for the next reporting period, and issues that impact the project along with owners and action items for resolution.
- Status Meetings: the PM will organize periodic status meetings of key district project resources to review status, discuss issues, and evaluate deliverables and any change requests. These meetings will establish common internal understanding of project progress and facilitate proper communication of district concerns, plans, and requirements with vendors and suppliers. The PM will document meeting minutes clearly identifying action items for follow up.
- Phase Exit Reviews: additionally, the PM will organize phase exit reviews with district sponsors to report milestone and facility completion, discuss plans for upcoming phases and/or facilities, and solicit approval to close the current phase and begin the next one.

Appendix C
Statement of Work (SOW)
for Deliverables-Based Information Technology Services (DBITS) Contract
Project Management for Computer Refresh Project
Lamar Consolidated Independent School District

- Detailed Activity Report: this is a listing of number of computers refreshed, imaged; it will be produced periodically as required by the district. The activity report will include such information as vendor, type of activity, date performed, make and model involved, target location and room. This report will be dynamic reflecting activities completed to date. Essentially, this provides a granular snapshot of completed work; subsidiary reports can then be derived for each vendor, location, room, make and model of computer, and/or date. Equally as important, this report allows stakeholders and sponsors to assess the amount of work remaining.

Scope Management

The PM will define and implement a scope management plan and a change control process. These will outline a process to ensure adherence to scope. The process will require schedule and cost impact analysis for each change with required review and approval by LCISD and corresponding vendor before proceeding with the change.

4. Deliverables

- Project plans, schedules, reports, communications, and status per project scope above will be maintained on a secure SharePoint portal. District staff will be given access to allow monitoring of progress at each site on a daily basis.

5. Reports and Meetings

- Go IT Services will provide the Customer with periodic progress reports of this project. These are due to the Customer contract manager by the close of business on Friday each week throughout the life of the project
- The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- Go IT Services PM will be responsible for conducting weekly status meetings with the Customer and CRP selected vendor. The meetings will be held on a day of the week as needed by the Customer. The meetings can be in person or over the phone at the discretion of the Customer.

6. Service Level Agreement

The items listed below are service levels incorporated into the SOW service level agreement.

Appendix C
Statement of Work (SOW)
for Deliverables-Based Information Technology Services (DBITS) Contract
Project Management for Computer Refresh Project
Lamar Consolidated Independent School District

- All non-district staff must pass a security screening and sign-in on each campus with a valid photo ID
- Reporting of issues preventing or delaying CRP activities
- Quality management of CRP vendor activities and process including proper documentation of required information and return of location and equipment to as found state and location
- Delivery of required communications (meetings, reports, calls, emails)
- Effective risk management and response (adherence to plans)
- Effective scope management and change control (adherence to plans)

7. Period of Performance

The performance period for this statement shall commence on the date this statement of work is signed by LCISD and will continue until all CRP activities are completed and approved by the district. This is expected to occur by August 31, 2014.

8. Invoices and Payments

Go IT Services will produce and deliver invoices for work on this project on a monthly basis. Payments by LCISD will be made in accordance with Appendix A of the DIR-SDD-1969 Contract.

9. Customer Responsibilities

- Lamar CISD will make personnel available as needed to ensure access to buildings and rooms.
- LCISD will provide GO IT with a map of each building that shows physical address of the building and a list of computers, subject to refresh, and their locations within each facility/building.
- LCISD will communicate to CRP vendor designation of Go IT Services PM as district project manager for the project and ensure CRP vendor communicate directly with Go IT Services PM on all project activities.

10. Vendor Responsibilities

- Provide resources that can perform the work in scope of this statement of work.
- Provide a SharePoint secure site with periodic update of project information.
- Provide written deliverables in terms and language that can be easily understood by non-technical personnel.
- Complete deliverables in formats (hard copy or electronic) as specified by the Customer - at a minimum, the formats must be in industry accepted standards (e.g., MS Word, MS Excel, MS PowerPoint, MS Project)

Appendix C
Statement of Work (SOW)
for Deliverables-Based Information Technology Services (DBITS) Contract
Project Management for Computer Refresh Project
Lamar Consolidated Independent School District

- Demonstrate its knowledge and expertise of the environment (inventory, refresh, collection of information, presentation of information) for which work is to be performed
- All items of this agreement shall be done in accordance with the Service Level Agreement.

11. Pricing

All in scope work performed by Go IT Services will be billed at \$65 per person per hour worked.

12. Approval

This statement of work is approved by both LCISD and Go IT Services as signified by signatures of representatives of both below.

For Go IT Services, Inc

For Lamar Consolidated Independent School District

By:



By:

Name: Jamal Khalil

Name:

Title: President

Title:

Date: _____

Date: _____

**RFP 28-2013, Desktop and Laptop Computer Refresh Project Management
 Bid Summary
 October 17, 2013**

Evaluation Elements	Points		GoIT	Insight	IT Simplify
Price	300 pts		300.0	200.0	100.0
Ability to Achieve Goals	250 pts		250.0	241.7	200.0
Methodology/Workplan	200 pts		183.3	150.0	0.0
Vendor Experience	250 pts		250.0	150.0	183.3
Total Points	1000 pts		983.3	741.7	483.3

**CONSIDER APPROVAL OF THE CAREER AND TECHNICAL EDUCATION
PROGRAM REVIEW AND FIVE-YEAR PLAN**

RECOMMENDATION:

That the Board of Trustees approve the Career and Technical Education Program Review and Five-Year Plan.

IMPACT/RATIONALE:

The purpose of the Career and Technical Education Program Review is to assess the ongoing program, ensure the program addresses the needs of our students for career preparedness with a focus on community/school partnerships that support current and future workforce needs. The Five-Year Plan outlines a comprehensive, integrated career and technical education system for Lamar CISD that aligns training programs and coordinates delivery to prepare students for the 21st Century workforce.

PROGRAM DESCRIPTION:

Education Fusion conducted a Career and Technology Department Program Review for the district. The report reviewed the performance of the departments' program focus, organization and quality. The review also described recommendations and developed a five-year strategic plan. Attached is a copy of the review and five-year plan conducted by Nancy Mallini and Gail Rodgers.

Submitted by: Dr. Walter Bevers, Executive Director of Secondary Education
 Tracie Holub, CTE Director

Recommended for approval:



Dr. Thomas Randle
Superintendent

INFORMATION ITEM: SCHOOL BOARD RECOGNITION MONTH

January 2014 is School Board Recognition Month—a great time to focus on the crucial role an elected board of trustees plays in our communities and schools. The goal of School Board Recognition Month is to build awareness of the crucial role an elected board of trustees plays in our communities and schools. School board members are the largest group of publicly-elected officials in Texas.

School board members exemplify local citizen control and decision-making in education. They volunteer hundreds of hours and an immeasurable amount of energy to assure that our schools are providing the best education possible for the children of our community.

Here are some reasons we are taking this opportunity to show them our appreciation during School Board Recognition Month in January:

- School board members are citizens whose decisions affect our children—what they learn, who will teach them and what kinds of facilities house their classrooms. These are men and women elected to establish the policies that provide the framework for our public schools. They represent you and they take this responsibility seriously by attending lengthy—sometimes challenging—meetings, conferences and institutes. They also broaden their knowledge about education during numerous conversations about the schools and in sessions before the Texas Legislature.
- Our school board is one of more than 1,000 such boards across the state. These boards enable us to have local control of public schools, meaning that decisions are made by local, elected representatives who understand the community's unique problems, values, culture and circumstances.
- Too often we neglect to recognize the dedication and hard work of these men and women who represent us. The staff and students of our school district are asking all local citizens to take a moment to tell a school board member "thanks for caring about our children's education." So, many thanks to the dedicated men and women who make it possible for local citizens to have a say about education in our communities. We salute the public servants of Lamar CISD whose dedication and civic responsibility make local control of public schools in our community possible. We applaud them for their vision and voice to help shape a better tomorrow.

Resource Persons: Thomas Randle, Ed.D., Superintendent of Schools
Mike Rockwood, Executive Director of Community Relations

Resolution

WHEREAS, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students; and

WHEREAS, local school board members are responsible for ensuring the structure that provides a solid foundation for our school system; and

WHEREAS, local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

THEREFORE, I do hereby declare my appreciation to the members of the Lamar Consolidated Independent School District Board of Trustees and proclaim the month of January, 2014 as SCHOOL BOARD RECOGNITION MONTH in Lamar CISD and urge all citizens to join in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

Signed this 19th day of December, 2013 by Dr. Thomas Randle.



Thomas Randle

Thomas Randle, Ed.D.
Superintendent of Schools

INFORMATION ITEM: REPORT ON BOARD MEMBER TRAINING

School board members are required by Texas law and State Board of Education rule to participate in three types of continuing education: an orientation to local district policy and to the laws affecting public education in Texas; an annual team building activity, taken in conjunction with the rest of the board and the superintendent; and a specified number of hours each year in areas of special need. Board members determine needs with their board annually by reviewing the Framework for School Board Development, a document that outlines the tasks an effective board performs in its governing capacity. Continuing education courses that address these needs are available through a variety of sources.

Annually, the current president of each local Board of Trustees shall cause the minutes of the local board to reflect the board members who have and have not completed the required training and shall make this information available to the local media.

As of this date, the Lamar CISD Board members have the following current (since last year's report) and accumulated certified training credit:

	Current	Accumulated	Total
Kay Danziger			39.75
Anna Gonzales			25.75
Dar Hakimzadeh	16.75	47.00	63.75
Kathryn Kaminski			39.00
Julie Thompson	5.00	129.00	134.00
Frank Torres	6.00	3.00	9.00
Rhonda Zacharias	19.25	32.25	51.50

Resource Person: Dr. Thomas Randle, Superintendent

INFORMATION ITEM: STEWARDSHIP REPORT

The Stewardship report has been developed to provide information regarding *academic improvement, financial strength, and organizational excellence*. While this report doesn't include every aspect of such a diverse and dynamic organization—it provides a glimpse of what's being done for the students and taxpayers of Lamar CISD.

Resource Person: Dr. Thomas Randle, Superintendent

**INFORMATION ITEM: LAMAR EDUCATION AWARDS FOUNDATION
(LEAF) UPDATE**

The Lamar Educational Awards Foundation awarded \$253,288 in November to Lamar CISD campuses. The LEAF “Grant Express” visited 34 campuses and awarded 135 grants to LCISD teachers. LEAF has awarded over \$1,951,371 in teaching grants to LCISD campuses since 2000 and \$35,250 in college scholarships to LCISD graduates and para-professionals.

Year	Number of grants	Total amount
2000	72	\$ 32,559.34
2001	37*	\$ 44,101.33
2002	41	\$ 50,536.27
2003	47	\$ 68,153.01
2004	57	\$ 87,036.00
2005	89	\$138,013.09
2006	101	\$150,665.00
2007	101	\$161,045.00
2008	100	\$171,701.68
2009	112	\$184,329.18
2010	107	\$190,762.00
2011	105	\$203,660.00
2012	111	\$217,537.87
2013	133	\$253,288.00

* Grants amounts were raised during 2001 from \$500 per grant to \$1000 for individual teacher and \$3000 for grade level.

Resource Persons: Janice Knight, LEAF Executive Director
Mike Rockwood, Executive Director of Community Relations

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF NOVEMBER 30, 2013)**

- Exhibit "A" gives the LCISD collections made during the month of November 30, 2013
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2013 through August 31, 2014.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2013-14 roll as compared to prior years. Through November 30, 2013, Lamar had collected 7.4% of the 2013-14 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2013-2014.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

Lamar Consolidated ISD
Tax Collections
November 2013

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
13	\$ 10,806,619.57	\$ -	\$ -	\$ 10,806,619.57	\$ 8,085,625.34	\$ -	\$ 2,720,994.23	\$ -
12	\$ 80,696.50	\$ 16,116.56	\$ 17,971.34	\$ 114,784.40	\$ 60,377.91	\$ 30,029.94	\$ 20,318.59	\$ 4,057.96
11	\$ 23,261.90	\$ 6,722.13	\$ 5,111.32	\$ 35,095.35	\$ 17,070.10	\$ 10,044.11	\$ 6,191.80	\$ 1,789.34
10	\$ 12,710.98	\$ 4,667.70	\$ 2,898.03	\$ 20,276.71	\$ 9,501.88	\$ 6,387.27	\$ 3,209.10	\$ 1,178.46
09	\$ 9,326.41	\$ 3,963.26	\$ 2,153.36	\$ 15,443.03	\$ 7,331.62	\$ 5,268.97	\$ 1,994.79	\$ 847.65
08	\$ 2,775.29	\$ 1,176.85	\$ 577.46	\$ 4,529.60	\$ 2,181.59	\$ 1,502.57	\$ 593.70	\$ 251.74
07	\$ 1,916.40	\$ 897.04	\$ 399.67	\$ 3,213.11	\$ 1,476.90	\$ 1,091.00	\$ 439.50	\$ 205.71
06	\$ 2,322.28	\$ 2,170.58	\$ 897.93	\$ 5,390.79	\$ 1,995.76	\$ 2,763.33	\$ 326.52	\$ 305.18
05	\$ 1,405.71	\$ 1,472.18	\$ 561.03	\$ 3,438.92	\$ 1,242.09	\$ 1,861.85	\$ 163.62	\$ 171.36
04	\$ 711.79	\$ 806.03	\$ 290.00	\$ 1,807.82	\$ 628.92	\$ 1,002.21	\$ 82.87	\$ 93.82
03	\$ 81.77	\$ 104.94	\$ 27.85	\$ 214.56	\$ 73.70	\$ 122.43	\$ 8.07	\$ 10.36
02	\$ 250.14	\$ 313.29	\$ 71.95	\$ 635.38	\$ 225.42	\$ 354.28	\$ 24.72	\$ 30.96
01	\$ 139.53	\$ 214.88	\$ 53.16	\$ 407.57	\$ 126.82	\$ 248.47	\$ 12.71	\$ 19.57
00	\$ 42.06	\$ 69.82	\$ 16.78	\$ 128.66	\$ 42.06	\$ 86.60	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ 36.85	\$ 60.31	\$ 10.34	\$ 107.50	\$ 34.07	\$ 66.10	\$ 2.78	\$ 4.55
96	\$ 48.34	\$ 92.15	\$ 17.69	\$ 158.18	\$ 43.89	\$ 101.35	\$ 4.45	\$ 8.49
95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94	\$ 0.91	\$ 2.17	\$ 0.46	\$ 3.54	\$ 0.86	\$ 2.52	\$ 0.05	\$ 0.11
93	\$ 79.79	\$ 199.49	\$ 41.89	\$ 321.17	\$ 76.24	\$ 232.49	\$ 3.55	\$ 8.89
92	\$ 68.95	\$ 180.65	\$ 37.44	\$ 287.04	\$ 67.59	\$ 214.52	\$ 1.36	\$ 3.57
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 10,942,495.17	\$ 39,230.03	\$ 31,137.70	\$ 11,012,862.90	\$ 8,188,122.76	\$ 61,380.01	\$ 2,754,372.41	\$ 8,987.72

**Lamar Consolidated ISD
Tax Collections
September 1, 2013-August 31, 2014
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 11-30-13
13	\$ 142,546,725.94	\$ 6,160,469.25	\$ 148,707,195.19	\$ 10,993,787.70	\$ -	\$ -	\$ 10,993,787.70	\$ 137,713,407.49
12	\$ 1,236,663.96	\$ (24,438.55)	\$ 1,212,225.41	\$ 322,379.10	\$ 68,380.47	\$ 79,783.57	\$ 470,543.14	\$ 889,846.31
11	\$ 546,327.21	\$ 7,991.72	\$ 554,318.93	\$ 82,514.60	\$ 21,797.53	\$ 16,947.90	\$ 121,260.03	\$ 471,804.33
10	\$ 396,600.60	\$ 8,136.36	\$ 404,736.96	\$ 38,423.51	\$ 12,232.09	\$ 7,630.80	\$ 58,286.40	\$ 366,313.45
09	\$ 326,256.10	\$ 7,960.20	\$ 334,216.30	\$ 30,876.90	\$ 10,998.56	\$ 6,051.78	\$ 47,927.24	\$ 303,339.40
08	\$ 259,568.71	\$ (1,900.46)	\$ 257,668.25	\$ 11,137.65	\$ 5,000.80	\$ 1,960.13	\$ 18,098.58	\$ 246,530.60
07	\$ 245,848.11	\$ 309.53	\$ 246,157.64	\$ 10,572.43	\$ 3,799.16	\$ 1,123.83	\$ 15,495.42	\$ 235,585.21
06	\$ 178,805.61	\$ (3,665.90)	\$ 175,139.71	\$ 13,429.19	\$ 12,153.27	\$ 4,486.31	\$ 30,068.77	\$ 161,710.52
05	\$ 191,664.56	\$ -	\$ 191,664.56	\$ 5,505.54	\$ 5,564.59	\$ 2,030.35	\$ 13,100.48	\$ 186,159.02
04	\$ 115,403.37	\$ -	\$ 115,403.37	\$ 3,524.04	\$ 3,888.47	\$ 1,392.44	\$ 8,804.95	\$ 111,879.33
03	\$ 61,574.39	\$ -	\$ 61,574.39	\$ 2,236.78	\$ 2,675.21	\$ 438.47	\$ 5,350.46	\$ 59,337.61
02	\$ 45,766.37	\$ -	\$ 45,766.37	\$ 2,515.83	\$ 3,189.51	\$ 750.11	\$ 6,455.45	\$ 43,250.54
01	\$ 39,476.19	\$ -	\$ 39,476.19	\$ 815.64	\$ 1,134.56	\$ 222.83	\$ 2,173.03	\$ 38,660.55
00	\$ 33,046.85	\$ -	\$ 33,046.85	\$ 801.11	\$ 1,212.15	\$ 275.94	\$ 2,289.20	\$ 32,245.74
99	\$ 35,999.90	\$ -	\$ 35,999.90	\$ 591.02	\$ 959.05	\$ 214.23	\$ 1,764.30	\$ 35,408.88
98	\$ 27,275.17	\$ -	\$ 27,275.17	\$ 775.80	\$ 1,313.22	\$ 302.07	\$ 2,391.09	\$ 26,499.37
97	\$ 23,982.78	\$ -	\$ 23,982.78	\$ 826.61	\$ 1,456.80	\$ 323.23	\$ 2,606.64	\$ 23,156.17
96	\$ 25,664.08	\$ -	\$ 25,664.08	\$ 1,246.71	\$ 2,337.19	\$ 497.26	\$ 4,081.16	\$ 24,417.37
95	\$ 25,336.11	\$ -	\$ 25,336.11	\$ 1,199.27	\$ 2,357.50	\$ 497.97	\$ 4,054.74	\$ 24,136.84
94	\$ 19,128.12	\$ -	\$ 19,128.12	\$ 1,272.88	\$ 2,595.66	\$ 545.02	\$ 4,413.56	\$ 17,855.24
93	\$ 11,038.63	\$ -	\$ 11,038.63	\$ 471.30	\$ 1,160.12	\$ 244.71	\$ 1,876.13	\$ 10,567.33
92	\$ 7,811.68	\$ -	\$ 7,811.68	\$ 391.29	\$ 1,011.59	\$ 210.43	\$ 1,613.31	\$ 7,420.39
91 & prior	\$ 17,743.56	\$ -	\$ 17,743.56	\$ 423.28	\$ 1,182.62	\$ 240.87	\$ 1,846.77	\$ 17,320.28
Totals	\$146,417,708.00	\$6,154,862.15	\$152,572,570.15	\$ 11,525,718.18	\$166,400.12	\$126,170.25	\$11,818,288.55	\$141,046,851.97

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

MONTH	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%
NOV	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%
DEC		33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%
JAN		82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%
FEB		95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%
MAR		96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%
APR		97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%
MAY		98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%
JUNE		98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%
JULY		99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%
AUG		99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2012-13 TAX COLLECTIONS
AS OF NOVEMBER 30, 2013**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 11-30-13	% OF BUDGET COLLECTED
2013	2013-14	\$145,701,377	\$10,993,788	7.55%
2012 & Prior	2012-13 & Prior	\$2,150,000	\$531,930	24.74%
TOTAL		\$147,851,377	\$11,525,718	7.80%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF NOVEMBER 30, 2013**

Exhibit E

SCHOOL YEAR TAX YEAR	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013
COLLECTION YEAR						
1 Orig. Levy	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655	142,546,726
1 Collections	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	140,561,034	10,993,788
Adj. To Roll	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,652,043	6,160,469
2 Collections	\$ 1,484,532	\$ 1,349,141	1,050,557	915,762	322,379	
Adj. To Roll	\$ (65,264)	\$ (117,676)	53,764	(64,337)	(24,439)	
3 Collections	\$ 248,471	\$ 368,541	329,317	82,514.60		
Adj. To Roll	\$ 96	\$ 67,079	13,438	7,992		
4 Collections	\$ 223,830	177,479	38,424			
Adj. To Roll	\$ 102,644	(27,690)	8,137			
5 Collections	129,732	\$ 30,877				
Adj. To Roll	28,960	\$ 7,960				
6 Collections	\$ 11,138					
Adj. To Roll	\$ (1,900)					
TOTAL:						
COLLECTIONS	\$ 125,269,154	\$ 130,080,454	\$ 133,504,317	\$ 137,115,984	\$ 140,883,413	\$ 10,993,788
ADJUSTED TAX ROLL	\$ 125,515,685	\$ 130,383,794	\$ 133,870,629	\$ 137,587,788	\$ 141,773,260	\$ 148,707,195
BALANCE TO BE COLLECTED	\$ 246,531	\$ 303,340	\$ 366,313	\$ 471,804	\$ 889,846	\$ 137,713,407
ADJ. TAXABLE VALUE	\$ 9,672,537,646	\$ 10,047,685,720	\$ 9,810,606,384	\$ 9,898,045,951	\$ 10,199,148,210	\$ 10,697,974,547
TOTAL % COLLECTIONS AS OF NOVEMBER 30, 2013	99.8%	99.8%	99.7%	99.7%	99.4%	7.4%
TAX RATE	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

A-Rocket Moving & Storage (Adolphus Elementary)	Application # 1	\$	385.00
A-Rocket Moving & Storage (Adolphus Elementary)	Application # 2	\$	1,217.50
A-Rocket Moving & Storage (Adolphus Elementary)	Application # 3	\$	1,776.00
Communications & Emergency Products (Transportation Satellite – 2006 Bond)	Application # 4	\$	7,200.00
Drymalla Construction (Adolphus Elem #22)	Application # 19	\$	4,843.24
Drymalla Construction (Adolphus Elem #22)	Application # 20	\$	624,675.17
Drymalla Construction (Polly Ryon Middle)	Application # 19	\$	4,878.25
Drymalla Construction (Polly Ryon Middle)	Application # 20	\$	615,533.75
Durotech (2013 Misc. Renovations)	Application # 7	\$	176,496.51
Environmental Solutions (Natatorium)	Application # 1	\$	375.00
Gilbane (2011 Bond Program)	Application # 19	\$	146,872.00
Terracon (Lamar HS Baseball/Softball Complex)	Application # 1	\$	2,580.00
Terracon			

(Lamar HS Baseball/Softball Complex)	Application # 2	\$	1,205.00
Terracon (Lamar HS Baseball/Softball Complex)	Application # 3	\$	4,855.00
Terracon (Lamar HS Baseball/Softball Complex)	Application # 4	\$	2,045.00
Terracon (Lamar HS Baseball/Softball Complex)	Application # 5	\$	4,570.00
Terracon (Lamar HS Baseball/Softball Complex)	Application # 6	\$	3,780.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 – MAINTENANCE & OPERATIONS

This agenda item will be on the Board Agenda each month to provide updates on Region IV's progress with Maintenance and Operations. The following indicates action that has taken place since the last regular board meeting.

Work Request Summary for November 2013:

- The Department completed 1,007 requests with 102 new requests
- 57 were closed

Maintenance:

The Maintenance Department assisted by:

- Installing a new locking cover on the flag pole at Lamar High
- Removing a back drop and installing another for a Veterans Day program at Thomas Elementary
- Installing soap dispensers throughout Lamar High
- Hanging two banners in a hallway at Lamar High
- Installing door stops on portables at Huggins Elementary
- Repairing a hole in a classroom wall at Terry High
- Cleaning the backboards in both gyms and repairing the clock cage at Terry High
- Installing two new doors in the IBC building at Alternative Learning Center
- Installing a new street sign at Austin Elementary
- Caulking around all toilets at Velasquez Elementary
- Installing a new toilet paper dispenser in a restroom at Hubenak Elementary
- Replacing ceiling tiles in a portable at Travis Elementary
- Removing old basketball goals and installing with new ones in the boy's gym at George Junior High
- Replacing a cabinet handle in a classroom at Frost Elementary
- Replacing a broken door stop in the kitchen area at Hutchison Elementary
- Repairing shelves in the library at Lamar High
- Replacing ceiling tile in the lounge area at Navarro Middle
- Remounting an exit sign in a hallway at George Junior High
- Installing three toilet paper dispensers in a restroom at Smith Elementary
- Installing new door sweeps on the back doors at George Junior High
- Hanging mini-blinds at Briscoe Junior High
- Repainting the walls in the LSSP room at Briscoe Junior High
- Removing debris from a drain on top of the canopy at Briscoe Junior High
- Cleaning the algae from the brick around the bus porch at Reading Junior High
- Installing a keyboard tray in the front office at Special Needs Center
- Repainting doors by the cafeteria at Bowie Elementary
- Rehanging a rack in the PE storage closet at Campbell Elementary
- Installing a window blind in a classroom at Jackson Elementary

- Re-attaching the skirting to a portable at Beasley Elementary
- Mounting key boxes in a classroom at Lamar High Vocational
- Mounting two plastic shop glasses holders on the wall in the shop at Lamar High Vocational
- Moving a soap and paper towel dispenser away from the thermostat in Food Services
- Replacing a ballast in a light fixture in the office area at Williams Elementary
- Installing hinges on a cabinet in the office at Transportation Center
- Power washing the front entrance of Thomas Elementary
- Putting strips of safe walk tape on the ramps to the portables at Thomas Elementary
- Replacing ceiling tiles upstairs at Brazos Crossing
- Replacing a disposal in homemaking area at Lamar Junior High
- Repairing a water fountain at Terry High
- Repairing exhaust fans in the kitchen at Wessendorff Middle
- Setting up/providing audio support for a Veterans Day event at Lamar Junior High
- Resetting the master clocks due the time change district-wide
- Resetting security lighting time clocks due to the time change district-wide
- Replacing smoke detectors at Navarro Middle
- Replacing backup batteries for the fire alarm system at Austin Elementary
- Repairing the diving board at the Natatorium
- Replacing a broken fence picket at Dickinson Elementary
- Installing new clocks in all the portables at Hubenak Elementary
- Installing a ballast fixture in a classroom at Smith Elementary
- Repairing the floor tile in the gym at Meyer Elementary
- Adjusting the door stop in the office area at Frost Elementary
- Hanging a picture in the office area at Frost Elementary
- Mounting a new pencil sharpener in a classroom at Frost Elementary
- Installing a new partition in a restroom at the Lamar High Fieldhouse
- Caulking the bottom of the windows in a classroom at Pink Elementary
- Repairing a broken bench in the locker room at George Ranch High
- Replacing a leaking toilet drain gasket at McNeill Elementary
- Repairing a sink drain in the band hall at George Ranch High
- Repairing the wall and canopy lights at Navarro Middle
- Replacing the clocks at Thomas Elementary
- Replacing the security alarm backup battery at Pink Elementary
- Replacing a fire alarm horn/strobe at Navarro Middle

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Removing a row of tables and chairs in the cafeteria for a pep rally at Terry High
- Dumping the outside trashcans at Terry High
- Opening several classroom doors for substitutes at Hutchison Elementary

- Cleaning all windows on entry and exit doors at Hutchison Elementary
- Sweeping the front curb area at Hutchison Elementary
- Removing staples from wall outside of the library at Hutchison Elementary
- Setting up tables/chairs for voting at Travis Elementary
- Delivering boxes of copy paper to the office at Seguin Early Childhood Center
- Changing the time on all clocks at Seguin Early Childhood Center
- Replacing lamps in the computer lab area at Seguin Early Childhood Center
- Removing trash from grounds area at Meyer Elementary
- Delivering copy paper to Meyer Elementary
- Cleaning up a water spill in a classroom at Meyer Elementary
- Removing wall stains in a ladies restroom at Meyer Elementary
- Setting up chairs in the gym for a program at Campbell Elementary
- Replacing lamps in the office area at Campbell Elementary
- Replacing lights in the office area at Travis Elementary
- Setting up the gym for a Veterans Day program at Travis Elementary
- Setting up two tables for the cookie dough delivery at Travis Elementary
- Delivering 12 boxes to a classroom at Travis Elementary
- Mopping up a water spill in the lounge at Travis Elementary
- Cleaning out a storage room at Brazos Crossing
- Dusting all furniture in several rooms at Brazos Crossing
- Setting up for a meeting in the board room at Brazos Crossing
- Cleaning up vomit in the kinder area at Taylor Ray Elementary
- Mopping up urine in a restroom at Taylor Ray Elementary
- Cleaning the front entry windows at Taylor Ray Elementary
- Setting up chairs in the gym for a program at Jackson Elementary
- Cleaning the front entry at Jackson Elementary
- Cleaning cafeteria tables at Jackson Elementary
- Cleaning the front parking lot at Jackson Elementary
- Opening the auditorium for a Veterans Day program at Lamar High
- Removing rolling chairs from the band hall at Lamar High
- Cleaning up vomit in the library at Lamar High
- Opening the school for the Fillies Dance Clinic at Lamar High
- Raising a table in the art area at Pink Elementary
- Emptying the recycle bin from the workroom at Pink Elementary
- Opening the school for the Girls Scouts at Hutchison Elementary
- Setting up for a Veterans Day program at Hutchison Elementary
- Vacuuming all entry mats at Hutchison Elementary
- Setting up tables in the cafeteria for colleges to visit with students at Terry High
- Opening the gym for a JV Basketball tournament at Terry High
- Moving a teacher's desk and file cabinet to a portable at Pink Elementary
- Moving several chairs and tables at Pink Elementary
- Cleaning up feces in a restroom at Taylor Ray Elementary
- Cleaning up vomit in a classroom at Taylor Ray Elementary
- Removing spider webs in the gym and hallways at Jackson Elementary
- Cleaning the front office windows at Jackson Elementary

- Moving boxes from the office to the library at Jackson Elementary
- Replacing lights in the hallway by the cafeteria at Jackson Elementary
- Delivering additional chairs to the library for career day at Jackson Elementary
- Setting up for a board meeting at Brazos Crossing
- Sweeping up the leaves in front of the building at Brazos Crossing
- Putting new trashcans in all classrooms at Seguin Early Childhood Center
- Setting up tables for the Head Start parent meeting at Seguin Early Childhood Center
- Opening the school for church services at Terry High
- Delivering tables to the front lobby for the PTO at Meyer Elementary
- Mowing district-wide
- Painting lines on all the football fields district-wide
- Cutting lines for soccer season
- Planting rye grass for the winter on fields
- Setting/cleaning up at Traylor Stadium
- Delivering tables to Dickinson Elementary
- Delivering risers from Reading Junior High to Austin Elementary
- Delivering risers from Briscoe Junior High to Huggins Elementary
- Repairing water leaks at George Ranch High and Reading Junior High
- Moving risers from Huggins Elementary to Briscoe Junior High
- Moving risers from Hubenak Elementary to Adolphus Elementary
- Scheduling Gillen's Pest Control services district-wide
- Removing wasps from Wessendorff Middle, Foster High, and Smith Elementary
- Providing rodent control at George Junior High, Terry High, Thomas Elementary, Taylor Ray Elementary, Bowie Elementary, George Ranch High, Navarro Middle, Wessendorff Middle, and Pink Elementary
- Providing ant control district-wide

Resources: Kevin McKeever, Administrator for Operations
 Aaron Morgan, Interim Director of Maintenance & Operations (Region 4)
 Jeff Kimble, Assistant Director of Operations
 James Carrillo, Assistant Director (Region 4)

2006 Bond Program Projects

Transportation Satellite Facility

- Projected close out for the Satellite Transportation is March 2014.



Lamar HS Baseball/Softball

Lamar High School Baseball/Softball Complex

- Exterior finishes at the field house are completed.
- CMU and face brick installation is complete at the ticket booth and field house.
- Rough-in for plumbing is complete at the field house.
- Perimeter fence supports and chain link fabric at both fields is complete.
- Field house is dried in.
- Duct work and mechanical equipment installation is ongoing in the field house.
- Interior block fill has been applied to the CMU on the interior of the field house.
- Roof trusses and sheathing installation is complete at the ticket booth and storage building.
- Concrete has been poured beneath bleachers.
- Mow strips for both fields are complete.
- Pitcher's mounds at the bull pen area are complete.
- Bull pen on the south side of baseball field is complete.
- Scoreboard support locations have been determined.
- The signed Centerpoint terms and conditions are in process.
- Centerpoint confirmed the transformer is an inventory item.



Lamar HS Baseball/Softball

2011 Bond Program Projects

Agricultural Barn Renovations

- Project is complete.

George Ranch High School Build-Out

- Project is complete.

High School and Junior High School #5

- A preliminary was held with the City of Fulshear to discuss design and construction of the new High School #5 complex.
- Programming meetings have been held with both Junior High and High School principals to discuss needs for the future campuses.
- The first design committee meeting was held at George Ranch HS on December 3, 2013. LCISD faculty, staff, and community members were in attendance. PBK Architects presented concepts for the new HS and JHS complex including floor plans and site plans. All members of the committee were invited to provide feedback on the proposed concepts. Notes from this meeting will be incorporated into revised concepts for the next design committee meeting to be held on December 10, 2013.
- Proposals for a Construction Manager at Risk were received on December 5, 2013. Drymalla Construction will be recommended for approval as the Construction Manager at the December board meeting.
- The second design committee meeting was held at George Ranch HS on December 10, 2013. LCISD faculty, staff and community members were in attendance. Revised site plan and elevation concepts were presented. The majority overwhelmingly preferred scheme B elevations (stone and masonry).
- Another meeting will be held on January 7th to further refine site plan options and finalize design development for a board presentation in January.



Judge James C. Adolphus Elementary

- Project is complete.

Misc. Renovations - Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

Terry High School:

- Tennis court windscreens and nets have been installed.
- Contractor is working on tennis court punch list.

Jackson Elementary:

- Project is complete.

George Junior High:

- Project is complete.

Bowie Elementary:

- Project is complete.

Lamar High School:

- Project is complete.

New Natatorium

- Gamma was recommended as General Contractor at the October Board meeting and approved.
- Notice To Proceed (NTP) has been issued to Gamma.
- Pre-construction meeting was attended by LCISD, Gilbane, and Gamma on Friday, December 6, 2013.
- LCISD is in the process of removing the wind screen and aluminum bleachers at the site.

Polly Ryon Middle School

- Project is complete.

Traylor Stadium Renovations

- PBK, Gilbane, and LCISD continue discussions regarding the proposal submitted from Gamma related to the bond scope of the project.

Track & Turf

- Project is complete.

Bond Program Budget

EXECUTIVE REPORT					
	ORIGINAL	NEW BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	\$51,095,099	\$55,939,409	\$32,103,796	\$23,835,613	\$29,565,126
LAND	2,700,000	2,700,000	11,200	2,688,800	11,200
TECHNOLOGY	21,168,000	21,168,000	0.00	21,168,000	0.00
TRANSPORTATION	6,100,779	6,100,779	5,263,874	836,905	5,263,874
EXISTING FACILITIES	23,791,755	23,791,755	10,280,768	13,510,988	8,997,996
MISCELLANEOUS	5,144,367	300,057	0.00	300,057	0.00
TOTAL	\$110,000,000	\$110,000,000	\$47,659,638	\$62,340,363	\$43,838,196

**INFORMATION ITEM: LAMAR CISD REFUNDING/RESTRUCTURING OF CURRENTLY
OUTSTANDING BONDS**

In September 2013, the Board approved an Order allowing for the tax-exempt refunding of outstanding Series 2004 and Series 2005 Bonds. This is considered a traditional refunding transaction, and the Refunding Bonds are referred to as Series 2013. By October, a couple more opportunities had developed. One would allow the District to refund additional Series 2004 and 2005 Bonds (as part of the Series 2013 bond transaction), and the other would allow the District to refund additional Series 2005 Bonds (that were not yet eligible for refunding with tax-exempt bonds) on, initially, a taxable basis. These Refunding Bonds are Convertible Direct Purchase Bonds (termed Series 2013A), and are initially taxable to the holder through the Conversion Date (February 15, 2015). At that time, the Bonds would remain at the initial taxable rate or be converted to either a taxable rate at a lower coupon or a tax-exempt rate in accordance with the Order. The Series 2013A transaction allows the District to secure a tax-exempt rate and generate similar interest savings much earlier than otherwise possible. The Orders authorizing these additional transactions were approved in October 2013.

On November 5, 2013, the Series 2013 Bonds, authorized in the September and October Orders went to market. Ahead of that date, the market experienced a rally following the end of the government shutdown. A backlog of weak economic data and an assumption that Fed tapering will be postponed to 2014 led to a treasury market rally. The performance seen in the treasury market carried over into the municipal market which also rallied significantly and hit rates approximately 60 basis points lower than in September. The Series 2013A transaction was finalized on December 6, 2013 after much analysis and negotiation between the parties. All terms and conditions were reviewed by Bracewell and Giuliani, serving as Bond Counsel, for accuracy and compliance with state and federal laws and regulations.

The gross savings to the District for both the Series 2013 and 2013A transactions is expected to exceed \$6 million. The traditional refunding (**Series 2013**) will generate **\$3.549 million in savings** over an eight-year period, and a present value savings of 11.01%. The average interest rate of the bonds refunded was 5%, whereas the All-In True Interest Cost (TIC) of the new bonds is 2.43%. The **Series 2013A**, Convertible Direct Purchase Bonds should generate as much as **\$2.549 million in savings** over a six-year period. This purchase by Wells Fargo Municipal Capital Strategies, LLC will result in a present value savings of 7.35%. The average rate of the bonds refunded under this transaction was also 5%, whereas the TIC of the new bonds is 1.60%. If at the Conversion Date either party chooses not to enter into the conversion agreement, savings will be reduced by roughly \$240,000 to \$580,000. Even under the worst-case scenario, this transaction contributes almost \$2 million in savings, and the District begins to realize the savings years before the refunded bonds are eligible for a traditional refunding. Detailed results of the transactions are illustrated in the table attached, prepared at the conclusion of each transaction by the District's financial advisory firm, FirstSouthwest. Also attached is a Case Study by Wells Fargo Securities describing in more detail the benefits of the convertible direct purchase structure.

Submitted by: Jill Ludwig, Chief Financial Officer

SUMMARY OF 2013 REFUNDINGS

Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2013 Unlimited Tax Refunding Bonds, Series 2013A

	<i>Series 2013</i>	<i>Series 2013A</i>	<i>Total</i>
<u><i>Refunding Bonds:</i></u>			
Delivery Date	12/3/2013	12/13/2013	
Par Amount of Bonds	\$25,640,000	\$33,185,000	\$58,825,000
Maturities	2015-2025	2016-2020	
All-In True Interest Cost	2.43%	1.60%	
<u><i>Refunded Bonds:</i></u>			
Series Refunded	2004 & 2005	2005	
Par Amount of Bonds	\$28,325,000	\$33,255,000	\$61,580,000
Maturities	2015-2025	2016-2020	
Average Interest Rate	5.00%	5.00%	
Call Date	2/15/2014 & 2/15/2015	2/15/2015	
<u><i>Savings by Year:</i></u>			
2015	\$209,650	\$686,014	\$895,664
2016	343,300	924,646	1,267,946
2017	338,613	931,167	1,269,779
2018	429,575	503	430,078
2019	559,250	3,521	562,771
2020	555,250	3,434	558,684
2021	555,125		555,125
2022	558,625		558,625
Total	\$3,549,388	\$2,549,283	\$6,098,671
<u><i>Savings Summary:</i></u>			
Gross Dollars	\$3,549,388	\$2,549,283	\$6,098,671
Present Value Dollars	\$3,119,195	\$2,445,133	\$5,564,328
PV Savings to Refunded Par	11.01%	7.35%	9.04%

Case Study: Lamar Consolidated Independent School District

Lamar Consolidated Independent School District

\$33,185,000

Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2013A

*Convertible Direct
Purchase Structure*

Transaction Overview

- Purpose: Advance refund bonds ineligible to be advance refunded on a tax-exempt basis
- Benefit: Secure a tax-exempt rate today for the majority of the loan term, rather than being taxable for the entire term
- Structure: Refund bonds with a taxable loan until the refunded bonds' call date, converting to a tax-exempt loan thereafter if both parties subsequently agree to the conversion
 - Serial bonds maturing in 2016 through 2020
 - Average life of 4.019 years
 - All taxable and tax-exempt yields established at pricing
 - Conversion date of 2/15/2015
 - Final maturity of 2/15/2020
 - All-In TIC with Tax-Exempt Conversion: 1.603%

Convertible Bank Direct Purchase Mechanics and Results¹

- In certain instances, Wells Fargo Bank, N.A. is willing to place its clients' bonds on its balance sheet. The convertible direct purchase structure can enhance savings significantly relative to taxable public market advance refunding
- Wells Fargo directly purchases the refunding bonds and sets the taxable and tax-exempt rates today
- The direct purchase structure lowers issuance costs by removing rating agency fees and underwriter's discount
- The Issuer would be given the option to convert the initial taxable rate to a tax-exempt rate on the conversion date (call date of the refunded bonds), subject to Wells Fargo and Lamar CISD entering into an agreement to make the conversion
 - If the Issuer elects to convert to the tax-exempt rate and Wells Fargo does not consent, the interest rate automatically steps down to a lower rate but remains taxable
- Bracewell & Giuliani, serving as Bond Counsel, determined the structure met all state and federal guidelines
- Fulbright & Jaworski and Chapman & Cutler served as Co-Bank Counsel for the transaction
- On December 6, 2013, Wells Fargo executed a \$34.9 million convertible bank direct purchase refunding for Lamar CISD, saving the District over \$2.4 million in net present value savings or 7.36% of the refunded par amount
- It is estimated a tax-exempt public market advance refunding, which was not available to Lamar CISD, would have produced \$2.6 million in NPV savings or 7.92%, and a taxable public market advance refunding would have produced \$1.9 million in NPV savings or 5.96% of the refunded par amount
- For transactions with longer average lives, refunding savings can be more attractive

¹ Direct purchase is a product of Wells Fargo Bank, N.A. Product is subject to availability and credit approval.

INFORMATION ITEM: SUPERINTENDENT PRIORITIES FOR 2013-2014

In October, the board and superintendent participated in their annual Teambuilding Session led by Bill Nemir, a consultant with the Texas Association of School Boards. The team reviewed the 2012 priorities and developed five priorities for 2013-2014. Mr. Nemir drafted statements of expectations for board review, based on the issues raised and discussion of those issues. The draft priorities are attached for your review.

Resource Person: Dr. Thomas Randle, Superintendent



Setting District and Administrative Priorities

Lamar CISD

October 22, 2013

William P. Nemir, Consultant

This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. It is important for you to consult with your own attorneys in order to apply these legal principles to specific fact situations. © 2013 Texas Association of School Boards, Inc. All rights reserved.

Participants

Kay Danziger	Trustee
Anna Gonzales	Trustee
Dar Hakimzedah	Trustee
Kathryn Kaminski	Trustee
Thomas Randle	Superintendent
Julie Thompson	Trustee
Frank Torres	Trustee
Rhonda Zacharias	Trustee

Agenda

- Introductory Remarks and Review of Roles
- Review of Priorities for 2012-13
- Discussion/Selection of Priorities for 2013--2014
 - Discussion of Expectations for Each Priority
- Discussion of Other Team Issues

Summary of Session

The consultant opened the session by reviewing the board's obligation to function as a corporate entity. He pointed out the ways in which a board's failing to function corporately can create inefficiency in an organization, especially with regard to establishing priorities for the administration. He also noted the pressures on members of an elected board of trustees to act individually in response to the desires of constituents and the need for board members to educate the public about how a corporate board works.

The board discussed these difficulties briefly. They also discussed the need to review board operating procedures in the future, to make sure all operating procedures are clear and still represent the wish of the board. The consultant noted the board's operating procedures, while for the most part fairly standard, did not include the kinds of contextual information that sometimes surrounds operating procedures to explain the rationale for the specific procedures. He provided the district with a copy of another district's operating procedures to look at for ideas in refreshing those of the Lamar CISD board.

The board then moved to a review of the priorities from 2012-13. The superintendent provided a brief oral account of the document he had prepared for the board on progress toward the priorities. The consultant then had each member jot down the issues that he or she felt were most important for the district to address in the coming year

There was general consensus on the top items, and for the most part, they fit into the current list of priorities as expectations for the coming year.

Because of time, the consultant offered to draft statements of expectations for board review, based on the issues raised and the discussion of those issues. He suggested they be incorporated to the extent possible within the framework of the existing priorities. The consultant's draft priorities and expectations appear on the following pages. The board is free to modify or revise the draft priorities and expectations in any way it wishes before final adoption.

Draft Priorities and Expectations for 2013-14

In reviewing the issues that seemed most pressing to the members of the board and the superintendent, the board agreed that three of the priorities should remain the same for the coming year, even if the specific expectations of administration will change:

- Priority One: Continue to make improvements and advancements in the instructional program.
- Priority Three: Continue improvements in career and technology education.
- Priority Four: Continue improvements to the safety and security of the district's schools.

The board felt that two priorities (Priority Two: Continue planning for expected growth within the current economic climate; and Priority Four: Continue improvements to efficiencies in district operations) could be combined into one priority that addressed the need for continued financial health and financial planning during an ongoing period of growth.

Finally, during discussion, the board raised a number of issues related to communication with the community in the district, to ensure the patrons of the district recognized the impressive achievements of the district and supported the educational efforts of Lamar CISD. The board acknowledged that a big part of any expectations with regard to improved communication with patrons on this matter would be as much a function of board efforts as of administrative efforts. The board instructed the consultant to draft a priority and expectations on this topic for board review and consideration.

The consultant offers the following drafts for board consideration:

Priority One: Continue to make improvements and advancements in the instructional program.

Conversation on this issue centered primarily on two issues: the district's ongoing evaluation of full-day Pre-K programs and the instructional areas in which STAAR results suggest the need for enhanced instruction. The board and superintendent appeared to agree on the following expectations of administration for 2013-14:

- Continue to monitor the effectiveness of full-day as opposed to half-day Pre-K programs in the district and provide a recommendation for such programs moving forward. As a part of the recommendation, prepare a cost-benefit analysis of providing full-day Pre-K programs throughout the district.
- Using STAAR results as a guide, determine the areas of instruction in which the district has special room for growth. Develop and implement a plan to increase both the level of expectations for student performance and the rigor of the instructional program at appropriate levels. One area to be considered will be writing instruction and performance.

Draft Priorities and Expectations for 2013-14 (continued)

Priority Two: Continue planning for the financial health of the district, given expected rates of growth and the current economic climate.

This priority combines two priorities from 2012-13: one addressing planning for growth and the other addressing creating efficiencies in district operations. In both cases, expectations of the board in recent years have focused primarily on following through with implementation of plans that had been developed under these priorities in earlier years. The particular needs of the district at the current time suggested the value of combining them into a single priority that could better capture district needs.

The expectations of administration discussed and agreed to in principle by the board and superintendent were the following:

- Begin an assessment of the elements that might be included in a bond proposal to be developed in a subsequent year. Include as a part of the assessment a discussion of the issues that need to be addressed by the bond and in anticipation of a bond election.
- Develop a balanced budget for the 2014-15 school year.
- Conduct an assessment of the interim needs to accommodate growth prior to the next bond program. Include those needs in the proposed balanced budget and note them in budget materials.
- Implement the five-year technology plan.

Priority Three: Continue improvements in career and technology education.

Both the board and the administration continue to believe in the importance and value of a first-rate career and technology program for the students in Lamar CISD. There was general consensus on the board to continue to focus on enhancing programs so that students graduating were fully prepared to enter a professional field.

The board agreed on the following expectation for administration:

- Continue the refinement and expansion of CTE programs. In particular, explore further partnerships with TSTC and WCJC that result in graduates being prepared to go directly into a professional field or into a post-secondary preparation or licensure program in their chosen field.

Priority Four: Continue Improvements to the safety and security of the district's schools.

Safety and security remain a priority for the board and administration, even though improvements to programs and facilities in recent years have been effective in creating a safe environment. The board agreed to the following expectation for administration:

- Continue to monitor consistent implementation of the district's existing procedures regarding school safety and security.

There was discussion among the board about the importance of creating a culture of acceptance of all students in the district, as a way of positively addressing the issue of bullying. However, no expectation was developed in this regard, and the matter was deferred for consideration as part of a larger communications program to be addressed in priority five.

Draft Priorities and Expectations for 2013-14

Priority Five: Develop a coordinated board-administration outreach program to the community.

This priority is a draft wholly created by the consultant in response to a board request. There was considerable discussion at different times during the meeting about the need for the district to engage in more outreach to the community and to community leaders. In particular, the board discussed the following needs:

- The need to communicate more fully with parents and the community about district and student successes, especially with parents of elementary children.
- The need to more actively promote the idea of the value of education to parents in the district.
- The need for the board to advocate more fully for the district with the community and with elected officials, local and state.
- The need to create a climate of acceptance of all students within the community and within the student body.

The general tenor of the discussion focused on the need to be proactive in sending positive messages to the community. Throughout the conversation, the board acknowledged that much of this effort, to be successful, needed to be a **board** initiative rather than an administrative initiative. Communication from peers (i.e. board members as parents and members of the community) is often more effective than district-led programs. The consultant mentioned one board's successful initiative to develop three one-sentence messages each six months and have board members each disseminate that message as frequently as possible in the course of their normal interactions with the community. The board acknowledged the need for the board to "think outside the box" about its communications efforts.

No expectations were developed for administration with regard to the communication issue, since a big part of the discussion focused on the board's responsibility for outreach. However, the consultant offers the following possible ideas as expectations for the administration for moving the district and board forward on this issue:

- Assist the board in the development of a board outreach effort to the community to secure greater community awareness of district successes and support for district efforts.
- Provide board members with key points that demonstrate student success at the elementary levels in the district for board member dissemination in the community.
- Assist the board in isolating two or three messages for the board and the district to deliver in appropriate ways or through appropriate channels that are intended to promote a climate of acceptance of all students in the district.

The consultant offers these expectations simply for consideration. The board and administration may wish to have further conversation on this issue. However, the need to ensure that positive messages be disseminated was central enough in the discussion among the members of the board that the consultant feels it is an appropriate priority.

Next Steps

- The board will review the draft priorities and expectations above and revise or modify in whatever manner the board wishes.
- The board will adopt the priorities and expectations.
- Once the expectations are adopted, the superintendent will work with staff to propose criteria for meeting the expectations, on which the board can assess superintendent performance in the coming year.