



Notice of Public Hearing & Special Meeting

The Board of Trustees

LVISD

A Public Hearing followed by a special meeting of the Board of Trustees of Lago Vista ISD will be held in person on Monday, August 30 2021, in the Viking Hall boardroom, 8039 Bar-K Ranch Rd, Lago Vista TX, beginning at 6:00pm.

Members of the public may view this meeting via live stream:
Google Meet meet.google.com/xsg-muxd-jyc OR by phone by calling
1+470-329-0339 PIN: 634 861 828#

Citizen comments are encouraged and will be limited to topics on the agenda. Individuals wishing to address the Board of Trustees must sign up by 6:00 PM using the following link <https://tinyurl.com/y72henej>

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. Pledge of Allegiance/Call to Order
 2. Public Hearing for Proposed Budget and Tax Rate for SY 21-22
 3. Adoption of Budget
 4. Adoption of Tax Rate
 5. Final Budget Amendments
 6. Approval of Construction Manager at Risk Proposed Guarantee Maximum Price for Elementary Construction Phase
 7. Approval of JJAEP MOU
 8. Approval of Special Inspection and Testing Agency (SITA) Service Agreement
 9. Staffing Update
 10. Closed Session:
 - a. Tex. Govt. Code 551.074 (Personnel Matters)
 - b. Tex. Govt. Code 551.072 (Real Property)
 11. Adjourn
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If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

Darren Webb
Superintendent

Date

LAGO VISTA INDEPENDENT SCHOOL DISTRICT

PROPOSED BUDGET

FISCAL YEAR ENDING 2021-2022

		199	240	599	Total Proposed Budget
		General Fund	School Nutrition	Debt Services	2021-2022
	<u>ESTIMATED REVENUE</u>				
5700	Local, Intermediate, and Out-of-State	20,238,500	150,000	7,053,685	27,442,185
5800	State Program Revenue	1,078,100	4,500	0	1,082,600
5900	Federal Program Revenue	225,000	434,000	0	659,000
7900	Transfers In		3,000		
	TOTAL ESTIMATED REVENUE	21,541,600	591,500	7,053,685	29,186,785
	<u>APPROPRIATIONS</u>				
11	Instruction	9,694,694	0	0	9,694,694
12	Instructional Resources & Media Svcs	94,357	0	0	94,357
13	Curriculum & Professional Development	29,100	0	0	29,100
21	Instructional Administration	253,933	0	0	253,933
23	School Leadership	1,179,135	0	0	1,179,135
31	Guidance & Counseling	447,911	0	0	447,911
32	Attendance & Social Work	0	0	0	0
33	Health Services	164,065	0	0	164,065
34	Transportation Services	641,400	0	0	641,400
35	Food Services	0	591,500	0	591,500
36	Extra Curricular Activities	830,076	0	0	830,076
41	General Administration	813,628	0	0	813,628
51	Plant Maintenance & Operations	1,806,455	0	0	1,806,455
52	Security & Monitoring	11,850	0	0	11,850
53	Data Processing Services	452,921	0	0	452,921
61	Community Services	0	0	0	0
71	Debt Services	0	0	7,053,685	7,053,685
81	Facilities Acquisition & Construction	0	0	0	0
91	Contracted Instructional Services Between Public Schools	5,010,075	0	0	5,010,075
99	Other Governmental Charges	109,000	0	0	109,000
00	Transfers Out	3,000			
	TOTAL APPROPRIATIONS	21,541,600	591,500	7,053,685	29,186,785
	Excess (Deficiency) of Estimated Revenues & Other Resources Over Appropriations	0	0	0	0

Lago Vista Independent School District										
General Operating Fund Budget Amendment										
August 30, 2021										
					Original Budget		Amended Budget			Amended Budget
										08/30/21
Revenues										
Object	Description									
5700	Local Revenue				18,781,500					18,781,500
5800	State Revenue				1,434,000					1,434,000
5900	Federal Revenue				185,000					185,000
	Total Revenues				20,400,500		0			20,400,500
Expenditures										
Function	Description									
11	Instruction				8,655,942		50,000			8,705,942
12	Instructional Resources				101,406					101,406
13	Instructional Staff Development				29,100					29,100
21	Instructional Leadership				257,346					257,346
23	Campus Leadership				1,016,450					1,016,450
31	Guidance & Counseling				664,236		20,000			684,236
33	Health Services				164,305		5,000			169,305
34	Transportation				622,500					622,500
36	Cocurricular/Extracurricular				801,405					801,405
41	General Administration				885,751		(75,000)			810,751
51	Plant Maintenance				1,712,162		50,000			1,762,162
52	Security/Monitoring Services				11,850					11,850
53	Data Processing Services				432,047		10,000			442,047
61	Community Services				0					0
71	Debt Services				0					0
91	Contracted Svcs Between Schools				4,924,000		(60,000)			4,864,000
99	Intergovernmental				109,000					109,000
0	Transfer Out				13,000					13,000
	Total Expenditures				20,400,500		0			20,400,500
	Surplus(Deficit)				0		0			0
Unassigned Fund Balance					6,595,052		0			6,595,052
	Committed Funds - Transportation				0		0			0
	Committed Funds - Capital Projects				150,000		0			150,000
	Committed Funds - Future Services				50,000		0			50,000
					0		0			0
Total Fund Balance					6,795,052		0			6,795,052



AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 30th day of August in the year 2021, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 26th day of April in the year 2021 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Lago Vista Elementary School Conversion to PK-5

THE OWNER:
(Name, legal status, and address)

Lago Vista Independent School District
8039 Bar K Ranch Road
Lago Vista, TX 78645

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Weaver & Jacobs Constructors, Inc.
301 Cooperative Way
Cuero, TX 77954

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fourteen Million Five Hundred Eighty Eight Thousand Eight Hundred Eighty Eight

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Dollars and Zero Cents, (\$ 14,588,888.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Attachment No. 1

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alt. #1 Replacement of Operable Partitions in Cafeteria	\$45,918.00
Alt. #2 New Pre-Engineered Canopy Outside of C-Wing	\$86,506.00
Alt. #4 French Drain at 2-Story Addition	\$11,095.00
Alt. #9 Classroom Casework with Plumbing Rough and Fixtures	\$88,296.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Owners Notice to Proceed Letter

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: December 31, 2022

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Wings A, B, C and E, scope as defined by the Construction Manager's CPM Schedule in Addendum #1 to the Construction Documents dated July 28, 2021	August 8, 2022
Wing D and Phase 2 Site, scope as defined by the Construction Manager's CPM Schedule in Addendum #1 to the Construction Documents dated July 28, 2021	December 31, 2022

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

N/A

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

N/A

Number

Title

Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title
N/A

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item
Graphics Allowance

Price
\$10,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

N/A

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Laura Vincent President
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Brant Jacobs President
(Printed name and title)

Init.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue | Austin, Texas 78704
Phone: (512) 854-7000 | Fax: (512) 854-7093

DARRYL L. HARRISON
Interim Chief Juvenile Probation Officer

August 16, 2021

Dr. Darren Webb, Superintendent
Lago Vista Independent School District
P.O. Box 4929
Lago Vista, Texas 78645

RE: Memorandum of Understanding (MOU) SY2021-22
Juvenile Justice Alternative Education Program (JJAEP)

Dear Dr. Webb:

We are forwarding a copy of the Travis County Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding (MOU) for September 1, 2021–August 31, 2022. The MOU was unanimously approved by the Travis County Juvenile Board on August 12, 2021. We respectfully request approval by the Lago Vista Independent School District Board of Trustees and your signature to the enclosed MOU.

The MOU, as authorized by the Texas Education Code, provides for JJAEP services to youth who are referred by school districts for mandatory as well as discretionary expulsions. Pursuant to Section Nine of the MOU, this letter serves as notification of the daily rate for discretionary Category II and IV students. On August 12, 2021, the Juvenile Board set the daily rate per day of enrollment in JJAEP for SY2021-22 for students who are expelled for committing Title 5, Penal Code, felony offenses (Offenses Against the Person), under §37.0081, Education Code, at **\$309.51** per day.

Please return the approved MOU to Jennifer Dowell at Jennifer.Dowell@traviscountytexas.gov. We will forward a completed MOU once we have received all the required signatures and approvals.

If you have any questions, please do not hesitate to contact me at 512-854-7109.

Regards,

Chris Hubner

Chris Hubner
General Counsel

CC: Judge Rhonda Hurley, Chair, Travis County Juvenile Board
Darryl Harrison, Interim Chief Juvenile Probation Officer
Virginia Martinez, Director of Accreditation and Compliance

SPECIAL INSPECTION AND TESTING AGENCY (SITA) SERVICES AGREEMENT

AGREEMENT made as of the 12th day of August in the year 2021

BETWEEN the Owner:

Lago Vista Independent School District
8039 Bar K Ranch Road
Lago Vista, TX 78645

and the Consultant:

Raba Kistner, Inc.
8100 Cameron Road, Suite B-150
Austin, TX 78754

for the following Projects:

The 2020 School Bond Program Proposition A consisting of the following projects:

1. Conversion of the Elementary School to become PK-5
2. Middle School Renovations
3. High School Renovations

The Architect:

Huckabee & Associates Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, TX 78758

The Program Manager:

Lockwood, Andrews & Newnam, Inc.
8911 N. Capital of Texas Highway, Bldg. 2, Suite 2300
Austin, TX 78759

The Owner and Consultant agree as follows.

1. **INSURANCE**

1.1. General

- 1.1.1. See Exhibit A – Insurance.

2. **TIME OF PERFORMANCE**

2.1. Coordination with construction

2.1.1. All work shall run concurrent with the construction schedule. Approximate schedule of actual construction work is identified in other articles of this Agreement, and Agreement is based on the identified construction schedule.

2.1.2. The date of commencement of the Work shall be on the Notice to Proceed given by the Owner.

3. ITEMS TO BE SUPPLIED BY OWNER

3.1. Drawings

3.2. Specifications

3.3. Addenda

3.4. General, Supplementary, and other Conditions

3.5. Original geotechnical report for project

4. QUALIFICATIONS

4.1. Professional Standard

4.1.1. All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State to practice Geotechnical Engineering / Civil Engineering, and the document(s) submitted shall bear the engineer's seal and statement to that effect.

4.1.2. The inspecting agency shall make all inspections and perform all tests in accordance with the rules and regulations of the building code, local authorities, the Specifications of the ASTM and these Contract Documents.

4.1.3. Requirements for qualified personnel and scope of services are as described in Specification Section 01_4533 Code-Required Quality Control, issued by Huckabee & Associates, Inc., which requirements are incorporated herein as though fully referenced.

5. LABORATORY QUALIFICATIONS AND PROCEDURES:

5.1. Meet "Recommended Requirements for Independent Laboratory Qualification," latest edition published by American Council of Independent Laboratories. Testing agencies shall meet the requirements of ASTM E 329, "Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction" and ASTM E 543, "Determining the Qualification of Nondestructive Testing Agencies."

5.2. The inspection and testing services of the testing agency shall be under the direction of a Registered Engineer licensed in the State of Texas, charged with engineering managerial responsibility, and having at least five years engineering experience in inspection and testing of construction materials.

5.3. Inspecting personnel monitoring concrete work shall be ACI certified inspectors.

5.4. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection. Include memorandum of remedies of deficiencies reported by this inspection.

- 5.5. Testing Equipment: Calibrated at reasonable intervals by devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.
- 5.6. Tests and inspections shall be conducted in accordance with specified requirements and if not specified, in accordance with applicable standards of the American Society for Testing and Materials and other recognized authorities as approved.
- 5.7. Primary inspectors performing structural steel inspection shall be currently certified AWS Certified Welding Inspectors (CWI), in accordance with the provisions of AWS QCI, "Standard and Guide for Qualification and Certification of Welding Inspectors." The inspector may be supported by assistant inspectors who may perform specific inspection functions under the supervision of the inspector. Assistant inspectors shall be currently certified ASW Certified Associate Welding Inspectors (CAWI). The work of assistant inspectors shall be regularly monitored by the inspector, generally on a daily basis.
- 5.8. **LABORATORY DUTIES:** Cooperate with Architect or Engineer and Contractor. Upon notice, provide qualified personnel to perform required tests and inspections. In performing tests and inspections, Laboratory shall:
- 5.9. Comply with specified standards. Comply with building code requirements for "Special Inspection" whether or not such inspections are specified herein.
- 5.10. Determine the location from which test samples will be taken and in-situ tests are conducted.
- 5.11. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- 5.12. Submit a certified written report, of each test, inspection, and similar quality-control service to the Owner's Representative, Contractor and Architect or Engineer.
- 5.13. Ascertain compliance of materials with requirements of Contract Documents. If the material furnished and/or work performed fails to meet requirements of contract documents, laboratory inspector shall promptly notify both the Contractor and the Architect or Engineer of such failure.
- 5.14. Promptly notify in writing Owner's Representative, Contractor and Architect or Engineer of observed irregularities or deficiencies in the Work.
- 5.15. A representative of the Owner's testing laboratory, who has reviewed and is familiar with the project and specifications, shall participate in all preconstruction conferences. It shall coordinate material testing and inspection requirements with the Contractor and its subcontractors consistent with the planned construction schedule. The laboratory representative shall attend, throughout the course of the project, such conferences as may be required or requested to address quality control issues.
- 5.16. Laboratory personnel shall inspect and/or test materials, assemblies, specimens, and work performed, including design mixes, methods and techniques and report to the Architect or Engineer the progress thereof.
- 5.17. Reports and Documents
 - 5.17.1. Test and Inspection Reports: Prepare and submit certified written reports. Include the following:
 - 5.17.2. Date of issue.
 - 5.17.3. Project title and number.
 - 5.17.4. Name, address, and telephone number of testing agency.
 - 5.17.5. Dates and locations of samples and tests or inspections.

- 5.17.6. Names of individuals making tests and inspections.
- 5.17.7. Description of the Work and test and inspection method.
- 5.17.8. Identification of product and Specification Section.
- 5.17.9. Complete test or inspection data.
- 5.17.10. Test and inspection results and an interpretation of test results.
- 5.17.11. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
- 5.17.12. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 5.17.13. Name and signature of laboratory inspector.
- 5.17.14. Recommendations on retesting and reinspection.
- 5.17.15. Test and Inspection Log. Prepare a record of tests and inspections. Include the following:
 - 5.17.15.1. Date test or inspection was conducted.
 - 5.17.15.2. Description of the Work tested or inspected.
 - 5.17.15.3. Date test or inspection results were transmitted to Owner's Representative, Contractor and Architect or Engineer.
 - 5.17.15.4. Identification of testing agency or special inspector conducting test or inspection.
 - 5.17.15.5. Provide log with each payment request, or at other intervals when requested by the Owner
- 5.17.16. Utilize Owner's online project management web site for deposit and transmission of reports.

6. LIMITS OF TESTING LABORATORY AUTHORITY: LABORATORY IS NOT AUTHORIZED TO:

- 6.1. Release, revoke, alter, relax, or enlarge requirements of Contract Documents.
- 6.2. Approve or reject any portion of the Work.
- 6.3. Perform any duties of the Contractor and subcontractors.
- 6.4. Laboratory technicians do not act as foremen or perform other duties for Contractor. Work will be checked as it progresses, but failure to detect any defective work or materials shall not, in any way, prevent later rejection when such defect is discovered.

7. RATE SCHEDULE AND PAYMENTS TO THE CONSULTANT

- 7.1. Rate schedule
 - 7.1.1. The compensation paid for the services (including the furnishing of all materials, equipment and computers, labor and any required insurance) shall be based upon this stipulated sum as indicated in the "Construction Materials Testing Fee Schedule". Indicate personnel site hourly charges.
- 7.2. Payments to the consultant
 - 7.2.1. Each project identified in this Agreement shall be invoiced separately. Applications for Payment shall use the following codes to identify the projects:

- 7.2.1.1. Elementary School
 - 7.2.1.1.1. LAN No. 171-00012-001-002
 - 7.2.1.1.2. RKCI No. PAD21-158-00
 - 7.2.1.2. Middle School
 - 7.2.1.2.1. LAN No. 171-00012-001-003
 - 7.2.1.2.2. RKCI No. PAD21-159-00
 - 7.2.1.3. High School
 - 7.2.1.3.1. LAN No. 171-00012-001-004
 - 7.2.1.3.2. RKCI No. PAD21-160-00
- 7.2.2. Based upon Applications for Payment submitted to the Program Manager by the Consultant, and Certifications for Payment issued by the Program Manager, The Owner shall make payments as provided below.
- 7.2.2.1. The period covered by each application shall be one calendar month.
 - 7.2.2.2. Payment shall be made no later than forty-five (45) days after receipt by the Owner. Consultant agrees to pay any subcontractors or subconsultants the appropriate share of the payment received from the Owner not later than the tenth (10th) day after the date the Consultant receives the payment from the Owner. The exceptions to payments made by the Owner and/or the Consultant listed in TEX. GOV'T. CODE § 2251.002 shall apply to the Agreement.
 - 7.2.2.3. Consultant shall furnish an estimation of the anticipated costs remaining to be incurred for each testing category for the project (e.g. steel inspection, concrete testing, etc.) and the original estimate of the amount that would become payable for the same testing categories.
 - 7.2.2.4. Each Application for Payment shall include line-item cost indication:
 - 7.2.2.4.1. Date of test or observation
 - 7.2.2.4.2. Report number associated with the test of observation
 - 7.2.2.4.3. Code for service performed that coincides with "Construction Materials Testing Fee Schedule"
 - 7.2.2.4.4. Quantity of tested item or observation
 - 7.2.2.4.5. Rate of charge for tested item or observation
 - 7.2.2.4.6. Total charge for test or observation
 - 7.2.3. The Consultant shall assume no minimum or maximum amount to be due under this Contract for services contemplated in this Agreement and will be paid only for those serviced actually performed, when authorized by the Owner.
 - 7.2.4. Consultant's estimate of the amount that will become payable for basic services is **Ninety-Eight Thousand Eight Hundred Thirteen Dollars and Zero Cents (\$98,813.00)**. This sum is inclusive of all three Projects, including Add-On No. 1, for all three projects. Consultant

shall receive compensation for all basic services furnished or performed under this agreement, calculated as set forth in paragraphs 7.2.1 above.

- 7.2.5. If it becomes apparent to Consultant at any time before services to be performed or furnished under this agreement are about eighty percent completed that the total amount of compensation to be paid to Consultant on account of services will exceed Consultant's estimated amount for such services set forth above which is applicable to the services performed or furnished, Consultant shall give Owner written notice thereof. Promptly thereafter Owner and Consultant shall review the matter of compensation for such services, and either Owner shall accede to such compensation exceeding said estimated amounts or Owner and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant under this agreement so that total compensation for such services will not exceed said estimated amount when such services are completed. The Consultant shall be paid for all services rendered if Consultant exceeds the estimated amount before Owner and Consultant have agreed to an increase in the compensation due to Consultant or a reduction in the remaining services, provide notice as required by this paragraph is furnished.

7.3. Construction Materials Testing Fee Schedule

- 7.3.1. Fee schedules for the Projects identified in this Agreement are included as Exhibits B, C and D.
- 7.3.2. Work completed on an hourly basis shall not incur overtime costs unless the Consultant can demonstrate that more than 40-hours per week were spent on Owner's projects, and that more than 8-hours per day were spent on Owner's projects.
- 7.3.3. The Consultant shall not be entitled to charge Owner for minimum time charges. All charges are hourly based on time spent from Consultant's facilities to Owner's projects.
- 7.3.4. Vehicle charges, when necessary, are based on a daily flat rate of \$60.00.

8. ADDITIONAL CONDITIONS

8.1. Termination

- 8.1.1. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 8.1.2. The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.
- 8.1.3. In the event of any termination of this Agreement, the Consultant shall be paid the fee owed, based upon the Consultant's services performed to the date of notice of termination, together with Reimbursable Expenses then due.

8.2. Term of Agreement

- 8.2.1. The term of this agreement shall be the duration of construction operations, but not less than the actual work duration requires.

8.3. Taxes

- 8.3.1. The Owner is an organization exempt from Texas taxes. Owner shall not be responsible for sales, consumer, use, and similar taxes on labor, materials, equipment, systems, and other items purchased for the project which Owner would ordinarily be exempt.

8.4. Notice

- 8.4.1. All notices required to be given under the Contract must be in writing. Any notice required or permitted to be given under the Contract shall be deemed delivered, whether or not actually received, three days after it is deposited in the U.S. Mail, when sent by certified mail, return receipt requested, postage prepaid, and correctly addressed to the party at the address provided in this Agreement. Notice given in any other manner shall be deemed delivered when actually received. Either party may change its address for notice by giving notice of the change of address in accordance with this provision.
- 8.5. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Consultant is certifying to the Owner that all employees of the Consultant who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project. Consultant is also representing that it will require all subconsultants to provide workers' compensation coverage on all employees who will provide services on the Project for the duration of the Project and to provide written certifications of such coverage to the Consultant. The Consultant will provide the certifications to Owner. Providing false or misleading information may subject the Consultant to administrative penalties, criminal penalties, civil penalties, or other civil actions. The Contractor's failure to comply with any of these provisions is a breach of contract by the Consultant which entitles the Owner to declare the contract void if the Consultant does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- 8.6. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a waiver of any immunity or a consent to suit.
- 8.7. Governing Law and Venue
- 8.7.1. To the maximum extent permitted by applicable law, the parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to the Work, the Project, the Agreement, the Contract, or any of the Contract Documents shall be in the state district courts of Travis County, Texas. The Contract, including but not limited to the Agreement and all other Contract Documents, is performable entirely in Travis County, Texas.
- 8.8. Severability
- 8.8.1. If any provision or part of the Contract Documents is held to be illegal, invalid, or unenforceable under any present or future law or regulation, such provision shall be fully severable and the Contract Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.
- 8.9. Claims and Disputes
- 8.9.1. General
- 8.9.1.1. The Owner and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.
- 8.9.1.2. The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

8.9.2. Mediation

- 8.9.2.1. Any claim, dispute or other matter in question arising out of or related to this Agreement may, only upon mutual agreement by both parties, be submitted shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- 8.9.2.2. The Owner and Consultant may endeavor to resolve claims, disputes and other matters in question between them by informal negotiation or mediation, if agreed to by the parties. Mediation costs shall be shared equally by the parties. Nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters between the parties. At all times during the course of any dispute resolution process, the Consultant shall continue diligently and without delay to perform the services of the Agreement.
- 8.9.2.3. The mediation shall be held in Travis County. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 8.9.2.4. If the parties do not resolve a dispute through mediation pursuant to this Section 8.9.2, the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.
- 8.9.2.5. The Owner has retained a Program Manager to carry out some of the functions of the administration of the Owner's program. The Consultant, Contractor and Program Manager shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by the Owner during the project.

- 8.10. The Consultant shall, as a part of the basic services compensation, furnish Criminal History Background Checks to comply with Texas Education Code section 22.0834 for employees, applicants, agents, or subcontractors of the Consultant who will have continuing duties related to the Project, and those duties are performed on Owner's property where students are regularly present. Consultant and subconsultants subject to the law will be required to submit proof of compliance to the Owner annually. Consultant shall remove from the project those persons that a has been convicted of felony offense under Title 5, Penal Code, an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or an offense under the laws of another state or federal law that is equivalent to an offense.
- 8.11. The Consultant, unless a publicly held corporation, shall provide notice if the Consultant or operator of the Consultant has been convicted of a felony in accordance with Texas Education Code section 44.034.
- 8.12. The Consultant, in signing this Agreement certifies that it is not ineligible to receive payment of funds in accordance with Texas Family Code section 231.006. Consultant hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154)
- 8.13. If (a) Consultant is not a sole proprietorship; (b) Consultant has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Consultant hereby certifies and verifies that neither the Consultant, nor any affiliate, subsidiary, or parent company of the Consultant, if any (the "Consultant Companies"), boycotts Israel, and the Consultant agrees that the Consultant and Consultant Companies will not boycott Israel during the term

of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- 8.14. Consultant verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.
- 8.15. If Consultant is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner in a fiscal year of Owner, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the Consultant agrees that the Contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Consultant hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Owner for the duration of the Agreement; (2) promptly provide to Owner any contracting information related to the Agreement that is in the custody or possession of the Consultant on request of Owner; and (3) on completion of the Agreement, either (a) provide at no cost to Owner all contracting information related to the Agreement that is in the custody or possession of Consultant, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Owner.
- 8.16. INDEMNITY Approval of any Documents by Owner shall not constitute and shall not be deemed a release of the responsibility and liability of Consultant, its agents, employees and subcontractors, for Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Documents prepared by the Consultant, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, Consultant SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008(c)), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, CONSULTANT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH MAY DIRECTLY ARISE FROM OR BE CONNECTED WITH ANY ACT OF NEGLIGENCE ON THE PART OF THE CONSULTANT OR ANY BREACH OF OBLIGATIONS UNDER THIS AGREEMENT; provided and except, however, that this indemnification provision shall not be construed as requiring the Consultant to indemnify or hold harmless for any loss, damage, liability, or expense on account of damaged property or injuries,

including death to any person, which may arise out of or may be caused by any act of negligence of breach of obligation under this Agreement by Owner or Owner's employees or agents, except Consultant.

9. OTHER TERMS AND CONDITIONS

- 9.1. No amendment of the Agreement shall be permitted unless and until first approved in writing by Owner, and no such amendment shall have any effect unless and until a written amendment to the Agreement is executed by the Owner's Superintendent or his designee after any necessary approvals have been obtained from the Owner's Board of Trustees.
- 9.2. Consultant may not assign the Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of the Owner. Any attempted assignment of the Agreement by Consultant shall be null and void.
- 9.3. Consultant is required to notify the Owner in writing when any material change in operations occurs, including, but not limited to, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.
- 9.4. Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations. For the entire duration of the Agreement, Consultant and all subconsultant shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform the Agreement. For the entire duration of the Agreement, Consultant and all subconsultants shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Consultant must comply with all state and local building code requirements. Consultant is responsible for being acquainted with and complying with Texas's requirements. When required or requested by the Owner, Consultant shall furnish the Owner with satisfactory proof of Consultant's compliance with this provision.
- 9.5. It is the policy of the Owner not to discriminate on the basis of race, color, national origin, gender, limited English proficiency, or handicapping conditions in its programs. Consultant agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Consultant further agrees that every subcontract entered into for the performance of the Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.
- 9.6. In the event of loss, damage, or destruction of any of Owner's property (or a third-party's property in the Owner's possession, custody, or control) that is caused by Consultant or consultant's representative, agent, employee, or contractor, Consultant shall indemnify the Owner and pay to the Owner the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Consultant's receipt of written notice of the Owner's determination of the amount due. If Consultant fails to make timely payment, the Owner may obtain such money from Consultant by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Consultant by the Owner.
- 9.7. Consultant agrees that the normal rules of construction that require that any ambiguities in the Agreement are to be construed against the drafter shall not be employed in the interpretation of the Agreement.

- 9.8. It is the intention of the parties to the Agreement that Consultant is independent of the Owner, is an independent contractor, and is not an employee, agent, joint venture, or partner of the Owner. Nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the Owner and Consultant, or the Owner and any of Consultant's agents. Consultant has no power or authority to assume or create any obligation or responsibility on behalf of the Owner. The Agreement shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Consultant agrees that the Owner has no responsibility for any conduct of any of Consultant's employees, agents, representatives, contractors, or subcontractors.
- 9.9. Renewal of the Agreement, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of the Agreement or obligation imposed on the Owner by the Agreement, the Owner shall have the right to terminate the Agreement without default or liability to Consultant resulting from such termination, effective as of the expiration of each budget period of the Owner if it is determined by the Owner, at its sole discretion, that there are insufficient funds to extend the Agreement. The parties agree that the Agreement is a commitment of the current revenue of the Owner only.
- 9.10. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- 9.11. Neither Owner nor Consultant shall be deemed to have breached any provision of the agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond Owner or Consultant's control. Owner and Consultant are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to the Agreement, caused solely by force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Owner and Consultant shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of the Agreement, in the event the Consultant's performance of its obligations under the Agreement is delayed or stopped by a force majeure event, Owner shall have the option to terminate the Agreement. This section shall not be interpreted as to limit or otherwise modify any of Owner's contractual, legal, or equitable rights.
- 9.12. Consultant, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under the Agreement, including, without limitation, those promulgated or otherwise required by Owner and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Consultant shall indemnify and hold Owner harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Consultant's obligations under this provision.

- 9.13. If Consultant uses subcontractors in the performance of any part of the Agreement, Consultant shall be fully responsible to Owner for all acts and omissions of the subcontractors. Nothing in the Agreement shall create for the benefit of any such subcontractor any contractual relationship between Owner and any such subcontractor, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Consultant represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to the Agreement.
- 9.14. Program Manager shall have, and is hereby granted by Owner, full and complete power, authority, and discretion to act for, and in the name, place, and stead of, Owner in carrying out and discharging the responsibilities and obligations of Program Manager under the Agreement between the Owner and Program Manager; provided, however, that Program Manager shall have no right or authority, express or implied, to commit or otherwise obligate Owner in any manner whatsoever except to the extent specifically provided in the Agreement between the Owner and the Program Manager or specifically authorized in writing by Owner. In no event shall Program Manager be authorized to execute any documents, agreements, or other instruments on behalf of Owner. In no event shall Program Manager have the authority to modify completion dates of the Project Schedule without written approval by Owner. Program Manager shall have the authority to modify interim milestones dates not affecting the completion dates specified in the Agreements between the parties. In no event shall Program Manager have the authority to modify contract value of the Project without written approval by Owner. Program Manager shall have the authority to modify budgets, contingencies, allowances and similar accounting tasks not affecting the contract value specified in the Agreements between the parties. In no event shall Program Manager have the authority to relax or to bind the Owner to codes and standards imposed by the authorities having jurisdiction, unless authorized in writing by the Owner.

10. ENUMERATION OF CONTRACT DOCUMENTS

- 10.1. This Agreement is comprised of the following documents and contains the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to the Agreement; in the event of a conflict between or among the below documents, precedence shall be given in the order listed below:
- 10.1.1. The terms and conditions of this Agreement
 - 10.1.2. Exhibit A – Insurance Requirements
 - 10.1.3. Exhibit B – Elementary School Rate Schedule, Total Estimate, and Scope of Work
 - 10.1.4. Exhibit C – Middle School Rate Schedule, Total Estimate, and Scope of Work
 - 10.1.5. Exhibit D – High School Rate Schedule, Total Estimate, and Scope of Work
 - 10.1.6. Drawings
 - 10.1.7. Specifications
 - 10.1.8. Addenda
 - 10.1.9. General, Supplementary, and other Conditions
 - 10.1.10. Original geotechnical report for project
 - 10.1.11. Certificates of Insurance

EXECUTED ON THE DATE LAST WRITTEN BELOW.

OWNER:

Lago Vista Independent School District
8039 Bar K Ranch Road
Lago Vista, TX 78645

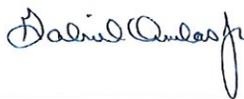
By: _____, on _____

Printed Name: Darren Webb

Title: Superintendent

CONSULTANT:

Raba Kistner, Inc.
8100 Cameron Road, Suite B-150
Austin, TX 78754

By:  _____, on August 17, 2021

Printed Name: Gabriel Ornelas, Jr., PE, PMP

Title: Senior Vice President & COO

EXHIBIT A

Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall carry and maintain in force the insurance described below. Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

1. Workmen's Compensation	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted. Waiver of Subrogation in favor of Owner and Program Manager required.
2. Employer's Liability	\$1,000,000.00
3. Commercial General Liability	
a. Each Occurrence	\$1,000,000.00
b. General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
c. Personal & Advertising Injury	\$1,000,000.00 (Each Person)
d. Products & Completed Operations	\$1,000,000.00 (for one (1) year commencing with issuance of Final Certificate of Payment)
4. Professional Errors and Omissions Liability	
a. Per Claim	\$1,000,000
b. Annual Aggregate	\$2,000,000
5. Property Damage	
a. Each Occurrence	\$1,000,000.00
b. Aggregate	\$2,000,000.00
c. Independent Contractors	\$1,000,000.00 (Each Occurrence), \$2,000,000.00 (Aggregate)
6. Commercial Automobile Liability	
a. Bodily Injury/Property Damage	\$1,000,000.00 (Combined single limit)
7. Umbrella or Excess Liability	
a. Each Occurrence and Aggregate	(a) One times Contract amount for all Contracts with the following minimum and maximum: (i) \$1,000,000.00 minimum limit (ii) \$5,000,000 maximum limit (b) The Umbrella shall provide coverage over the workmen's compensation, comprehensive general liability, and comprehensive automobile liability.

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.
2. The General Liability and Automobile so issued in the name of Contractor shall also name the Owner and Program Manager as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.
3. If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance to the extent Contractor the subject loss is due to the fault of Contractor, otherwise the deductibles may be included as a cost of the work only to the extent the deductibles are less than \$25,000.00. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.
4. The insurance required by this Exhibit A shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.
5. Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Exhibit A. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 7 hereof shall apply.
6. Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 5 hereof have been received by Owner and the Architect has issued a written notice to proceed.
7. As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Exhibit A hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.
8. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on a Project is required for the duration of the Project.
 - a. Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's/person's Work on the Project has been completed and accepted by the governmental entity. Persons providing services on the Project ("Subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor

- and regardless of whether that person has employees. This includes, without limitation, independent contractors, contractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- b. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - c. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.
 - d. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
 - e. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
 - f. The Contractor shall obtain from each person providing services on a Project, and provide to the governmental entity:
 - i. A certificate of coverage, prior to that person beginning Work on the Project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - ii. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
 - g. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
 - h. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
 - i. The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - j. The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:
 - i. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
 - ii. Provide to the Contractor, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
 - iii. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - iv. Obtain from each other person with whom it contracts, and provide to the Contractor:
 1. A certificate of coverage, prior to the other person beginning Work on the Project; and
 2. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

3. Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 4. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew, or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 5. Contractually require each person with whom it contracts to perform as required by items 1-4, with the certificates of coverage to be provided to the person for whom they are providing services.
 - k. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the Project will be covered by Workers' Compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - l. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
 - m. The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i).
9. The Owner and Contractor shall waive all rights against (1) each other and the Contractors, Subcontractors, agents and employees each of the other, and (2) the Architect and separate Contractors, if any, and their contractors, Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by other portions of the Agreement. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, contractors and Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all other parties enumerated in this Exhibit A.

COST ESTIMATE BREAKDOWN				
Project Name: Lago Vista Elementary School Additions and Renovations				
Project Location: 20311 Dawn Drive, Lago Vista, Texas 78645				
Contact Name: Jason Stoner				
Client: Lago Vista ISD				
Address: 8039 Bar-K Ranch Road				
City/State /Zip Lago Vista, Texas 78645				
C/O Tim Strucely - LAN				
E-Mail: Jason_Stoner@lagoovista.txd.net; Darren_Webb@lagoovista.txd.net; TDStrucely@lan-inc.com; Pomejas@lan-inc.com				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM (Includes Atterberg Limits and Sieve Analysis)	\$380.00	each	6	\$2,280.00
Field Testing/Observation				
In-Place Nuclear Densities	\$16.00	each	139	\$0.00
Materials Technician	\$50.00	hour	141	\$7,050.00
Materials Technician (overtime)	\$70.00	hour	0	\$0.00
Vehicle Travel Charge	\$35.00	trip	47	\$1,645.00
Subtotal				\$10,975.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$50.00	hour	40	\$2,000.00
Vehicle Travel Charge	\$35.00	trip	10	\$350.00
Subtotal				\$2,350.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$19.00	each	105	\$1,995.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	67	\$3,350.00
Materials Technician (overtime)	\$70.00	hour	27	\$1,890.00
Vehicle Travel Charge	\$35.00	trip	28	\$980.00
Subtotal				\$8,215.00
PIER OBSERVATIONS (Assumed a pier construction production rate of an average of about 6 piers/day)				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$19.00	each	5	\$95.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	10	\$500.00
Materials Technician (overtime)	\$70.00	hour	0	\$0.00
Geotechnical Engineer	\$140.00	hour	4	\$560.00
Vehicle Travel Charge	\$35.00	trip	3	\$105.00
Subtotal				\$1,260.00
MASONRY				
Laboratory Testing				
Compressive Strength Grout	\$19.00	each	30	\$570.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	36	\$1,800.00
Vehicle Travel Charge	\$35.00	trip	12	\$420.00
Subtotal				\$2,790.00
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$50.00	hour	24	\$1,200.00
Vehicle Travel Charge	\$35.00	trip	6	\$210.00
Subtotal				\$1,410.00
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$105.00	hour	60	\$6,300.00
Non Destructive Testing (Ultrasonic Testing)	\$115.00	hour	0	\$0.00
Vehicle Travel Charge	\$35.00	trip	10	\$350.00
Subtotal				\$6,650.00
ASPHALT				
Laboratory Testing				
Bag Sample (Extraction, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical Specific Gravity)	\$340.00	each	2	\$680.00
Field Testing/Observation				
Density of Asphalt Cores	\$80.00	each	2	\$160.00
Materials Technician	\$50.00	hour	4	\$200.00
Vehicle Travel Charge	\$35.00	trip	1	\$35.00
Subtotal				\$1,075.00
PROJECT ADMINISTRATION				
Project Coordinator	\$67.00	hour	10	\$670.00
Project Engineer	\$155.00	hour	5	\$775.00
Subtotal				\$1,445.00
Reporting, Engineer Review, and Report Distribution		10% of total cost		\$3,617.00
GRAND TOTAL				\$39,787.00
ADD-ON NO. 1				
FLOOR FLATNESS TESTING				
Field Testing/Observation				
Floor Flatness Testing	\$400.00	each	4	\$1,600.00
Subtotal				\$1,600.00

SCOPE OF WORK
Construction Materials Testing Services
Lago Vista Elementary School Additions and Renovations
20311 Dawn Drive, Lago Vista, Texas 78645

General:

1. We understand that Lago Vista ISD will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3-hour minimum charge per each site visit with a 2-hour minimum for sample pickups. We request twenty-four (24) hour notification to properly schedule our work.
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

Travel Time (Round Trip)	1.5 Hour
Vehicle Travel Charge	\$35.00 Trip

4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day.
5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Travis County, Texas. ~~In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.~~
Under the Texas Tax Code Section 151.309, Lago Vista ISD is exempt from sales tax.
6. A 10 percent project engineer review, administration, and report distribution cost will be added to all invoices.
7. Raba-Kistner will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

COST ESTIMATE BREAKDOWN				
Project Name:	Lago Vista Middle School Additions and Renovations			
Project Location:	20801 FM 1431, Lago Vista, Texas			
Client:	Lago Vista ISD			
Address:	8039 Bar-K Ranch Road			
City/State /Zip	Lago Vista, Texas 78645			
C/O	Tim Strucely, AIA, NCARB, LLED AP			
	Lockwood, Andrews & Newman, Inc.			
E-Mail:	TDStrucely@lan-inc.com, Pornelas@lan-inc.com			
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM (Includes Atterberg Limits and Steve Analysis)	\$380.00	each	4	\$1,520.00
Field Testing/Observation				
In-Place Nuclear Densities	\$16.00	each	54	\$0.00
Materials Technician	\$50.00	hour	57	\$2,850.00
Materials Technician (overtime)	\$70.00	hour	0	\$0.00
Vehicle Travel Charge	\$35.00	trip	19	\$665.00
Subtotal				\$5,035.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$50.00	hour	16	\$800.00
Vehicle Travel Charge	\$35.00	trip	4	\$140.00
Subtotal				\$940.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$19.00	each	60	\$1,140.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	49	\$2,450.00
Materials Technician (overtime)	\$70.00	hour	11	\$770.00
Vehicle Travel Charge	\$35.00	trip	18	\$630.00
Subtotal				\$4,990.00
MASONRY				
Laboratory Testing				
Compressive Strength Grout	\$19.00	each	15	\$285.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	18	\$900.00
Vehicle Travel Charge	\$35.00	trip	6	\$210.00
Subtotal				\$1,395.00
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$50.00	hour	8	\$400.00
Vehicle Travel Charge	\$35.00	trip	2	\$70.00
Subtotal				\$470.00
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$105.00	hour	24	\$2,520.00
Non Destructive Testing (Ultrasonic Testing)	\$115.00	hour	0	\$0.00
Vehicle Travel Charge	\$35.00	trip	4	\$140.00
Subtotal				\$2,660.00
ASPHALT				
Laboratory Testing				
Bag Sample (Extraction, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical Specific Gravity)	\$340.00	each	4	\$1,360.00
Field Testing/Observation				
Density of Asphalt Cores	\$80.00	each	4	\$320.00
Materials Technician	\$50.00	hour	8	\$400.00
Vehicle Travel Charge	\$35.00	trip	2	\$70.00
Subtotal				\$2,150.00
PROJECT ADMINISTRATION				
Project Coordinator	\$67.00	hour	6	\$402.00
Project Engineer	\$155.00	hour	3	\$465.00
Subtotal				\$867.00
Reporting, Engineer Review, and Report Distribution		10% of total cost		\$1,850.70
		GRAND TOTAL		\$20,357.70
ADD-ON NO. 1				
FLOOR FLATNESS TESTING				
Field Testing/Observation				
Floor Flatness Testing	\$400.00	each	1	\$400.00
Subtotal				\$400.00

Exhibit C -Middle School

SCOPE OF WORK
Construction Materials Testing Services
Lago Vista Middle School Additions & Renovations
20801 FM 1431, Lago Vista, Texas

General:

- 1. We understand that Lago Vista ISD will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3-hour minimum charge per each site visit with a 2-hour minimum for sample pickups. We request twenty-four (24) hour notification to properly schedule our work.
- 2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
- 3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

Travel Time (Round Trip)	1.5 Hour
Vehicle Travel Charge	\$35.00 Trip

- 4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day.
- 5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Travis County, Texas. ~~In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.~~
Under the Texas Tax Code Section 151.309, Lago Vista ISD is exempt from sales tax.
- 6. A 10 percent project engineer review, administration, and report distribution cost will be added to all invoices.
- 7. Raba-Kistner will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

Exhibit D - High School

COST ESTIMATE BREAKDOWN				
Project Name:		Lago Vista High School Additions and Renovations		
Project Location:		5185 Lohman Ford Road, Lago Vista, Texas		
Client:		Lago Vista ISD		
Address:		8039 Bar-K Ranch Road		
City/State /Zip		Lago Vista, Texas 78645		
C/O		Tim Strucely, AIA, NCARB, LLED AP		
		Lockwood, Andrews & Newman, Inc.		
E-Mail:		TStrucely@lan-inc.com; Pomelas@lan-inc.com		
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM (Includes Atterberg Limits and Sieve Analysis)	\$380.00	each	5	\$1,900.00
Field Testing/Observation				
In-Place Nuclear Densities	\$16.00	each	99	\$0.00
Daily Rental Nuclear Gauge Fee	\$50.00	day	0	\$0.00
Materials Technician	\$50.00	hour	102	\$5,100.00
Materials Technician (overtime)	\$70.00	hour	0	\$0.00
Vehicle Travel Charge	\$35.00	trip	34	\$1,190.00
Subtotal				\$8,190.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$50.00	hour	40	\$2,000.00
Vehicle Travel Charge	\$35.00	trip	10	\$350.00
Subtotal				\$2,350.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$19.00	each	125	\$2,375.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	77	\$3,850.00
Materials Technician (overtime)	\$70.00	hour	39	\$2,730.00
Vehicle Travel Charge	\$35.00	trip	35	\$1,225.00
Subtotal				\$10,180.00
MASONRY				
Laboratory Testing				
Compressive Strength Grout	\$19.00	each	30	\$570.00
Field Testing/Observation				
Materials Technician	\$50.00	hour	36	\$1,800.00
Vehicle Travel Charge	\$35.00	trip	12	\$420.00
Subtotal				\$2,790.00
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$50.00	hour	16	\$800.00
Vehicle Travel Charge	\$35.00	trip	4	\$140.00
Subtotal				\$940.00
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$105.00	hour	54	\$5,670.00
Non Destructive Testing (Ultrasonic Testing)	\$115.00	hour	0	\$0.00
Vehicle Travel Charge	\$35.00	trip	9	\$315.00
Subtotal				\$5,985.00
PROJECT ADMINISTRATION				
Project Coordinator	\$67.00	hour	10	\$670.00
Project Engineer	\$155.00	hour	5	\$775.00
Subtotal				\$1,445.00
Reporting, Engineer Review, and Report Distribution	10% of total cost			\$3,188.00
GRAND TOTAL				\$35,068.00

ADD-ON NO. 1				
FLOOR FLATNESS TESTING				
Field Testing/Observation				
Floor Flatness Testing	\$400.00	each	4	\$1,600.00
Subtotal				\$1,600.00

Exhibit D - High School

SCOPE OF WORK
Construction Materials Testing Services
Lago Vista High School Additions & Renovations
5185 Lohman Ford Road, Lago Vista, Texas

General:

1. We understand that Lago Vista ISD will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3-hour minimum charge per each site visit with a 2-hour minimum for sample pickups. We request twenty-four (24) hour notification to properly schedule our work.
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

Travel Time (Round Trip)	1.5 Hour
Vehicle Travel Charge	\$35.00 Trip

4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day.
5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Travis County, Texas. ~~In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.~~
Under the Texas Tax Code Section 151.309, Lago Vista ISD is exempt from sales tax.
6. A 10 percent project engineer review, administration, and report distribution cost will be added to all invoices.
7. Raba-Kistner will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.