



## Notice of Regular Meeting The Board of Trustees LVISD

A regular meeting of the Board of Trustees of Lago Vista ISD will be held on Thursday, October 14, 2020, beginning at 6:00 PM in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas 78645.

Members of the public may access this meeting via live stream at <https://www.youtube.com/channel/UCFRbLIZyFad2big-QDVuotw>

Please note, this link will not be active until approximately 5 minutes before the scheduled meeting time.

Citizens wishing to address the Board of Trustees may do so in-person at the meeting location noted on the agenda. In order to address the Board, individuals must sign up between 5:30 and 6:00 PM on the day of the meeting.

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. Welcome Visitor/Public Participation/Recognition
3. Huckabee/LAN Update
4. TAB Services Campos Engineering
5. Commissioning EMA Engineering
6. Consider and possible action to authorize, negotiate and enter into a contract for Asbestos Abatement Services with Terracon for the 2020 bond program
7. Approval of Construction Manager at Risk Proposed Guarantee Maximum Price for High School Construction Phase
8. DEC LOCAL
9. Discussion and Possible Approval of Cameras
10. Board Training Hours
11. Consent Agenda:
  - a. Monthly Financial Reports
  - b. Minutes – September 13, 2021 Regular Mtg.
12. Superintendent Report
  - a. Demographic Study
  - b. Facilities
  - c. Soccer Club
13. Closed Session
  - Tex. Govt. Code 551.071 Attorney Consultation
  - Tex. Govt. Code 551.072 Real Property Deliberations
  - Tex. Govt. Code 551.073 Prospective Gifts Negotiations
  - Tex. Govt. Code 551.074 Personnel Matters
  - Tex. Govt. Code 551.076 Security Personnel, Devices, Audits
  - Tex. Govt. Code 551.0785 Medical or Psychiatric Records
  - Tex. Govt. Code 551.082 School Children; School District Employees; Disciplinary Matter or Complaint
  - Tex. Govt. Code 551.0821 Personally Identifiable Student Information
  - Tex. Govt. Code 551.089 Information Resource Technology Security
14. Adjourn

*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

# Testing Adjusting and Balancing for HVAC Services

AGREEMENT made as of the 15th day of September in the year 2021

BETWEEN the Owner:

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

and the Consultant:

Campos Engineering, Inc.  
1331 River Bend Drive  
Dallas, TX 75247

for the following Projects:

1. Elementary School Conversion to PK-5
2. Middle School Additions and Renovations
3. High School Additions and Renovations

The Owner and Consultant agree as follows.

## 1. INSURANCE

- 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 effective date of this Agreement.

### 2.1.3. Construction Schedules (Approximate)

- 2.1.3.1. Elementary School – 8/31/2021 through 12/31/2022.
- 2.1.3.2. Middle School – 10/26/2021 through 10/25/2022.
- 2.1.3.3. High School – 10/12/2021 through 8/18/2022.

### **3. ITEMS TO BE SUPPLIED BY OWNER**

- 3.1. Drawings
- 3.2. Specifications
- 3.3. Addenda
- 3.4. General, Supplementary and other Conditions

### **4. GENERAL REQUIREMENTS**

#### **4.1. General Requirements**

- 4.1.1. Specification Section 23\_0593 Test and Balance. The TAB Consultant shall meet the technical requirements described in this specification on behalf of the Owner.
- 4.1.2. Specification Section 23\_0802 Equipment Start-Up. The TAB Consultant shall provide a signed statement to the Owner as described in Article 1.01A(4).
- 4.1.3. TAB Consultant shall use Owner's online project management website for upload and transmission of reports and other work products.
- 4.1.4. Full Owner Occupancy: Owner will occupy the site and existing buildings during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

### **5. SCOPE OF WORK**

- 5.1. Scope of Work for the Elementary School Project is described in Exhibit B-1 and is summarized as testing, adjusting and balancing of HVAC-related equipment as detailed in 100% Construction Drawings and Specifications, dated 7/14/2021.
- 5.2. Scope of Work for the Middle School Project is described in Exhibit B-2 and is summarized as testing, adjusting and balancing of HVAC-related equipment as detailed in 100% Construction Drawings and Specifications, dated 9/15/2021.
- 5.3. Scope of Work for the High School Project is described in Exhibit B-3 and is summarized as testing, adjusting and balancing of HVAC-related equipment as detailed in 100% Construction Drawings and Specifications, dated 9/15/2021.

### **6. LIMITS OF CONSULTANT AUTHORITY: Consultant 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. Consultant 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. FEE SCHEDULE AND PAYMENTS TO THE CONSULTANT**

### **7.1. General**

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 the stipulated sums as indicated in the "Fee Schedule".

### **7.2. Payments to the Consultant**

7.2.1. 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.

7.2.1.1. The period covered by each application shall be one calendar month.

7.2.1.2. 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.

7.2.1.3. Consultant's stipulated sum that will become payable for basic services is One Hundred Thousand Nine Hundred Forty Dollars and Zero Cents (\$100,940.00). Consultant shall receive compensation for all basic services furnished or performed under this Agreement, as listed in Paragraph 7.3 below.

### **7.3. Fee Schedule**

7.3.1. Project ID: 171-00012-001-002 Name: Elementary School Total Fee: \$48,210.00

7.3.2. Project ID: 171-00012-001-003 Name: Middle School Total Fee: \$29,065.00

7.3.3. Project ID: 171-00012-001-004 Name: High School Total Fee: \$23,665.00

7.3.4. Projects to be invoiced separately by Consultant. Work represented in the invoice shall be described on the invoice.

7.4. Additional Services – For purposes of determining any necessary additional services, the following references will apply:

7.4.1. Persistent Failure Deficiency Recheck (See Exhibit B): \$1,500.00/per day.

7.4.2. Professional Fee Schedule: See Exhibit C

7.4.3. Testing Equipment Fee Sheet: See Exhibit D

## **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 and accepted by the Owner 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, preliminarily identified in the Owner's RFQ, 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 Agreement must be in writing. Any notice required or permitted to be given under the Agreement 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 Consultant's failure to comply with any of these provisions is a breach of contract by the Consultant which entitles the Owner to declare the Agreement 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, or the Agreement, shall be in the state district courts of Travis County, Texas. The Agreement is performable entirely in Travis County, Texas.

## 8.8. Severability

8.8.1. If any provision or part of the Agreement is held to be illegal, invalid, or unenforceable under any present or future law or regulation, such provision shall be fully severable and the Agreement 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 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. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. 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 who have been convicted of a 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. Consultant hereby certifies and verifies that neither Consultant, nor any affiliate, subsidiary, or parent company of Consultant, if any (the "Consultant Companies"), boycotts Israel, and Consultant agrees that 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 terminating business activities 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. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)
- 8.14. 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 or 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 venturer, 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 venturer 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.

## 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. Drawings
- 10.1.4. Specifications
- 10.1.5. Addenda
- 10.1.6. General, Supplementary and other Conditions
- 10.1.7. Certificates of Insurance
- 10.1.8. Owner’s RFQ #07-05-2021; and
- 10.1.9. Consultant’s Statement of Qualifications submitted in response to Owner’s RFQ #07-05-2021.
- 10.1.10. Exhibits B-1/B-2/B-3 - Consultant’s Fee Proposals
- 10.1.11. Exhibit C – Consultant’s Professional Fee Schedule
- 10.1.12. Exhibit D – Consultant’s Testing Equipment Fee Sheet

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:

Campos Engineering, Inc.  
1331 River Bend Drive  
Dallas, TX 75247

By: *Tony Casagrande*, on *9/16/21*

Printed Name: Tony Casagrande

Title: President

# 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:

<b>1. Workmen's Compensation</b>	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.
<b>2. Employer's Liability</b>	\$1,000,000.00
<b>3. Commercial General Liability</b>	
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)
<b>4. Professional Errors and Omissions Liability</b>	
a. Per Claim	\$1,000,000
b. Annual Aggregate	\$2,000,000
<b>5. Property Damage</b>	
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)
<b>6. Commercial Automobile Liability</b>	
a. Bodily Injury/Property Damage	\$1,000,000.00 (Combined single limit)
<b>7. Umbrella or Excess Liability</b>	
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.

- 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 policies 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.

## TAB Proposal

## EXHIBIT B-1

August 23, 2021

Attn: Tim Strucely – Lan-Inc.

Email: ([TDStrucely@lan-inc.com](mailto:TDStrucely@lan-inc.com))

Re: HVAC Testing, Adjusting, and Balancing Proposal (TAB)  
Lago Vista ISD - Elementary School – Additions and Renovations

**Campos Proposal #IED – S21-1666.01**

Mr. Strucely,

Campos respectfully submits this pricing proposal to provide testing, adjusting, and balancing (TAB) services for the Lago Vista ISD - Elementary School – Additions and Renovations project located in Lago Vista, TX.

### **THE SCOPE OF WORK shall be defined as follows:**

Test, adjust, and balance the HVAC related equipment associated with the construction documents dated 7/14/21, specification 230593 and as described in the basic services, clarifications, and exclusions below.

### **EQUIPMENT INCLUDED IN THE SCOPE OF WORK**

- 2 Make-up Air Handling Units** (and traverse at each fan coil unit served)
- 1 Make-up Air Fan Coil Unit** (and traverse at each fan coil unit served)
- 35 Split System Air Conditioning Units** (and associated supply and return grilles)
- 8 Variable Refrigeration Flow Air Conditioning Units** (and associated supply and return grilles)
- 3 Ductless Mini Split Air Conditioning Units**
- 23 Existing Split System Air Conditioning Units** (and associated supply and return grilles)
- 4 Exhaust Fans** (and associated grilles)
- 1 Electric Unit Heater**
- 2 Days of Pre-Demolition TAB** (Existing Area D)
- Temperature Control Verification (TCV)**

**BASIC SERVICES:** Campos shall provide the basic services listed below to generally meet the intent of the project's TAB specification.

1. Campos shall evaluate the contract drawings and specifications relating to testing and balancing services for arrangement and adequate provisions of devices for HVAC testing, adjusting, and balancing.
2. Campos shall evaluate the HVAC manufacturer's submittal data and the shop drawings for balance-ability and conformity to the project specifications.

**TAB Proposal**

3. Campos shall provide a pre-TAB site visit to observe the installation of the HVAC systems for adequate balancing provisions and readiness for TAB. Campos shall provide a written summary of our pre-TAB site visit observations and recommendations
4. Campos shall prepare the plans for testing and balancing field procedures by numbering each air outlet / air grille. Whenever possible, Campos shall use the numbering system indicated on the mechanical plans. Plans shall be reduced to 11" x 17" format for insertion in the final test and balance report and for clarification of punch items identified in each project status report.
5. Campos shall attend six (6) coordination meetings throughout the project to coordinate the testing and balancing work schedule and review observed deficiencies.
  - Campos has no contractual relationship or authority to direct others in regards to scheduling and is totally dependent on the coordination of occupants and facility staff.
  - Campos scheduled start dates and resulting finish dates are dependent on all other trades completing their work as indicated in the project schedule. Once equipment systems are installed, started, and commissioned as functional, Campos shall bear the responsibility of meeting the time allocated for the Test and Balance work effort.
  - Campos shall staff the project as necessary to meet the agreed upon construction work dates. However, Campos has no responsibility to meet the project scheduled work dates if the building becomes unavailable due to occupancy coordination.
6. Campos shall test, adjust, and balance the heating, ventilating, and air conditioning systems in accordance with NEBB Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
7. Campos shall perform TCV in conjunction with systems balancing of the new HVAC systems.
8. Observed deficiencies during TAB procedures shall be documented in the form of a corrective action report (CAR) and reported to the responsible contractor and project manager.
9. The responsible contractor shall be given the opportunity to correct the deficiency within a 1-day period; otherwise, Campos shall report the deficiency to the project team in our weekly status report.
10. Upon written notification that all deficiencies have been corrected, Campos shall retest each piece of equipment listed.
11. If items previously reported to Campos as being corrected are found to be uncorrected, Campos shall list each deficiency in the final test and balance report.

## EXHIBIT B-1

### TAB Proposal

12. Campos shall provide additional clarification of punch list items when requested. Reduced drawings indicating Campos' identification numbers and locations shall be provided with each deficiency list and in the final report.
13. Upon completion of the field testing, adjusting, and balancing, Campos shall submit a certified, bound, typewritten report. The final report shall be signed and sealed by the NEBB certified professional for approval by the Owner and consulting MEP Engineer. The report shall include an executive summary, test report data, instrument calibration report, and reduced copies of the mechanical construction drawings of the HVAC layout.
14. Campos shall provide one (1) site visit in the opposite season after completion of the testing, adjusting, and balancing to verify balanced conditions are being maintained, to recheck remaining punch items listed in the summary of the final testing, adjusting, and balancing report. Campos shall submit an updated Corrective Action Report and a memorandum detailing observations and recorded measurements during each site visit.

### EXCLUSIONS and CLARIFICATIONS

1. Campos is NEBB certified and will provide the NEBB Quality Assurance Program to fulfill the warranty requirements of the specification. Additionally, Campos shall correct observed deficiencies in the testing, adjusting, and balancing within a one year period from the substantial completion of the project excluding changes made by others, deficiencies due to lack of maintenance, and/or acts of God.
2. All HVAC systems in the scope of work shall be installed per the construction documents and made fully functional by others prior to Campos beginning TAB onsite.
3. Clean filters shall be required for all air moving systems prior to testing and clean strainers will be required for all hydronic systems prior to testing.
4. Testing of all domestic water systems, domestic water pumps, sewer piping systems, natural gas piping systems, roof drain systems, and modified fire protection / sprinkler systems is **not** included in the scope of work for HVAC testing, adjusting, and balancing. These systems are typically **not** part of the testing and balancing work and are **excluded**.
5. Refrigerant pressure and temperature data are **excluded** as it is not required for NEBB or AABC procedural standards for HVAC testing, adjusting, and balancing. Refrigerant system capacities will be verified by measuring the temperature splits across condensers and evaporators.
6. This proposal for TAB services **excludes** HVAC Ductwork Pressure Testing as it is typically performed by other trades.
7. This proposal for TAB services **excludes** IAQ testing from the scope of work in this proposal.

**TAB Proposal**

8. This proposal for TAB services **excludes** sound and vibration testing from the scope of work.
9. Testing and balancing is limited **only** to the areas and equipment indicated on the construction documents dated 7/14/21.
10. Campos is **not** responsible for replacing motor sheaves, fan sheaves, or belts if changes are required to achieve the design airflow quantities indicated on the provided bid documents. Campos shall recommend new pulley sizes to be provided and installed by others. Additionally, Campos is not responsible for the installation of additional damper or thermometer wells as needed for proper TAB.
11. Campos anticipate six (6) working weeks to perform testing, adjusting and balancing service on the Lago Vista ISD - Elementary School – Additions and Renovations project. This schedule allots time for pre-demolition, initial testing services and a re-test of the items that were found to be deficient.
12. Campos has provided for one recheck of each observed deficiency in the basic services of this proposal. Delays in the work due to others shall be documented in a delay report. Delay reports shall be submitted weekly attached to the CAR.
13. Rerechecks of deficiencies due to persistent failure will be considered an additional service. Campos shall request additional fees in the form of a change order for the amount of \$1,500.00 per day to complete the testing.
14. The pricing provided is for normal working hours Monday – Friday, 8:00 a.m. – 5:00 p.m. If there are delays due to other trades that require extended hours, weekend work, or more than one 2-man crew to complete the TAB activities within the construction schedule, Campos will require a change order to accommodate the additional costs.

**FEES**

Campos shall provide testing, adjusting, and balancing (TAB) as indicated in the above Basic Services 1-14 and Exclusions and Clarifications 1-14 for the stipulated sum of **\$48,210.00 (Forty Eight Thousand Two Hundred Ten Dollars)**.

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**EXHIBIT B-2**

**TAB Proposal**

September 15, 2021

Attn: Tim Strucely – Lan-Inc.

Email: ([TStrucely@lan-inc.com](mailto:TStrucely@lan-inc.com))

Re: HVAC Testing, Adjusting, and Balancing Proposal (TAB)  
Lago Vista ISD - Middle School - Addition and Renovations

**Campos Proposal #IED – S21-1668.01Rv1**

Mr. Strucely,

Campos respectfully submits this pricing proposal to provide testing, adjusting, and balancing (TAB) services for the Lago Vista ISD - Middle School - Addition and Renovations project located in Lago Vista, TX.

**THE SCOPE OF WORK shall be defined as follows:**

Test, adjust, and balance the HVAC related equipment associated with the 100% construction documents dated 9/9/21, specification 230593 and as described in the basic services, clarifications, and exclusions below.

**EQUIPMENT INCLUDED IN THE SCOPE OF WORK**

- 9 New Rooftop Air Conditioning Units** (and associated supply and return grilles)
- 1 Make-up Air Handling Unit** (and traverse at each fan coil unit served)
- 3 New Heat Pump Air Conditioning Units** (and associated supply and return grilles)
- 6 Existing Heat Pump Air Conditioning Units** (and associated supply and return grilles)
- 2 Ductless Mini Split Air Conditioning Units**
- 14 Exhaust Fans** (and associated grilles)
- 2 Gas Fired Boilers**
- 2 Boiler Pumps**
- 2 Heat Exchangers**
- 2 Cooling Towers**
- 3 Condenser Water Pumps** (associated condenser water coils serving heat pumps in scope only)
- Temperature Control Verification (TCV)**

**BASIC SERVICES:** Campos shall provide the basic services listed below to generally meet the intent of the project's TAB specification.

1. Campos shall evaluate the contract drawings and specifications relating to testing and balancing services for arrangement and adequate provisions of devices for HVAC testing, adjusting, and balancing.

## TAB Proposal

2. Campos shall evaluate the HVAC manufacturer's submittal data and the shop drawings for balance-ability and conformity to the project specifications.
3. Campos shall provide a pre-TAB site visit to observe the installation of the HVAC systems for adequate balancing provisions and readiness for TAB. Campos shall provide a written summary of our pre-TAB site visit observations and recommendations
4. Campos shall prepare the plans for testing and balancing field procedures by numbering each air outlet / air grille. Whenever possible, Campos shall use the numbering system indicated on the mechanical plans. Plans shall be reduced to 11" x 17" format for insertion in the final test and balance report and for clarification of punch items identified in each project status report.
5. Campos shall attend four (4) coordination meetings throughout the project to coordinate the testing and balancing work schedule and review observed deficiencies.
  - Campos has no contractual relationship or authority to direct others in regards to scheduling and is totally dependent on the coordination of occupants and facility staff.
  - Campos scheduled start dates and resulting finish dates are dependent on all other trades completing their work as indicated in the project schedule. Once equipment systems are installed, started, and commissioned as functional, Campos shall bear the responsibility of meeting the time allocated for the Test and Balance work effort.
  - Campos shall staff the project as necessary to meet the agreed upon construction work dates. However, Campos has no responsibility to meet the project scheduled work dates if the building becomes unavailable due to occupancy coordination.
6. Campos shall test, adjust, and balance the heating, ventilating, and air conditioning systems in accordance with NEBB Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
7. Campos shall perform TCV in conjunction with systems balancing of the new HVAC systems.
8. Observed deficiencies during TAB procedures shall be documented in the form of a corrective action report (CAR) and reported to the responsible contractor and project manager.
9. The responsible contractor shall be given the opportunity to correct the deficiency within a 1-day period; otherwise, Campos shall report the deficiency to the project team in our weekly status report.
10. Upon written notification that all deficiencies have been corrected, Campos shall retest each piece of equipment listed.

## TAB Proposal

11. If items previously reported to Campos as being corrected are found to be uncorrected, Campos shall list each deficiency in the final test and balance report.
12. Campos shall provide additional clarification of punch list items when requested. Reduced drawings indicating Campos' identification numbers and locations shall be provided with each deficiency list and in the final report.
13. Upon completion of the field testing, adjusting, and balancing, Campos shall submit a certified, bound, typewritten report. The final report shall be signed and sealed by the NEBB certified professional for approval by the Owner and consulting MEP Engineer. The report shall include an executive summary, test report data, instrument calibration report, and reduced copies of the mechanical construction drawings of the HVAC layout.
14. Campos shall provide one (1) site visit in the opposite season after completion of the testing, adjusting, and balancing to verify balanced conditions are being maintained, to recheck remaining punch items listed in the summary of the final testing, adjusting, and balancing report. Campos shall submit an updated Corrective Action Report and a memorandum detailing observations and recorded measurements during each site visit.

## EXCLUSIONS and CLARIFICATIONS

1. Campos is NEBB certified and will provide the NEBB Quality Assurance Program to fulfill the warranty requirements of the specification. Additionally, Campos shall correct observed deficiencies in the testing, adjusting, and balancing within a one year period from the substantial completion of the project excluding changes made by others, deficiencies due to lack of maintenance, and/or acts of God.
2. All HVAC systems in the scope of work shall be installed per the construction documents and made fully functional by others prior to Campos beginning TAB onsite.
3. Clean filters shall be required for all air moving systems prior to testing and clean strainers will be required for all hydronic systems prior to testing.
4. Testing of all domestic water systems, domestic water pumps, sewer piping systems, natural gas piping systems, roof drain systems, and modified fire protection / sprinkler systems is **not** included in the scope of work for HVAC testing, adjusting, and balancing. These systems are typically **not** part of the testing and balancing work and are **excluded**.
5. Refrigerant pressure and temperature data are **excluded** as it is not required for NEBB or AABC procedural standards for HVAC testing, adjusting, and balancing. Refrigerant system capacities will be verified by measuring the temperature splits across condensers and evaporators.
6. This proposal for TAB services **excludes** HVAC Ductwork Pressure Testing as it is typically performed by other trades.
7. This proposal for TAB services **excludes** IAQ testing from the scope of work in this proposal.

## TAB Proposal

8. This proposal for TAB services **excludes** sound and vibration testing from the scope of work.
9. Testing and balancing is limited **only** to the areas and equipment indicated on the 100% construction documents dated 8/20/21.
10. Campos is **not** responsible for replacing motor sheaves, fan sheaves, or belts if changes are required to achieve the design airflow quantities indicated on the provided bid documents. Campos shall recommend new pulley sizes to be provided and installed by others. Additionally, Campos is not responsible for the installation of additional damper or thermometer wells as needed for proper TAB.
11. Campos anticipate four (4) working weeks to perform testing, adjusting and balancing service on the Lago Vista ISD - High School – Additions and Renovations project. This schedule allots time for pre-demolition, initial testing services and a re-test of the items that were found to be deficient.
12. Campos has provided for one recheck of each observed deficiency in the basic services of this proposal. Delays in the work due to others shall be documented in a delay report. Delay reports shall be submitted weekly attached to the CAR.
13. Rerechecks of deficiencies due to persistent failure will be considered an additional service. Campos shall request additional fees in the form of a change order for the amount of \$1,500.00 per day to complete the testing.
14. The pricing provided is for normal working hours Monday – Friday, 8:00 a.m. – 5:00 p.m. If there are delays due to other trades that require extended hours, weekend work, or more than one 2-man crew to complete the TAB activities within the construction schedule, Campos will require a change order to accommodate the additional costs.

### FEES

Campos shall provide testing, adjusting, and balancing (TAB) as indicated in the above Basic Services 1-14 and Exclusions and Clarifications 1-14 for the stipulated sum of **\$29,065.00 (Twenty-Nine Thousand Sixty-Five Dollars)**.

**The remainder of this page was intentionally left blank.**

**TAB Proposal**

September 15, 2021

Attn: Tim Strucely – Lan-Inc.

Email: ([TDStrucely@lan-inc.com](mailto:TDStrucely@lan-inc.com))

Re: HVAC Testing, Adjusting, and Balancing Proposal (TAB)  
Lago Vista ISD - High School - Addition and Renovations

**Campos Proposal #IED – S21-1667.01Rv2**

Mr. Strucely,

Campos respectfully submits this pricing proposal to provide testing, adjusting, and balancing (TAB) services for the Lago Vista ISD - High School - Addition and Renovations project located in Lago Vista, TX.

**THE SCOPE OF WORK shall be defined as follows:**

Test, adjust, and balance the HVAC related equipment associated with the 100% construction documents dated 8/24/21, specification 230593 and as described in the basic services, clarifications, and exclusions below.

**EQUIPMENT INCLUDED IN THE SCOPE OF WORK**

- 4 Existing Rooftop Air Conditioning Units** (and associated supply and return grilles)
- 9 New Rooftop Air Conditioning Units** (and associated supply and return grilles)
- 2 Make-up Air Handling Units** (and traverse at each fan coil unit served)
- 1 Ductless Mini Split Air Conditioning Unit**
- 9 Exhaust Fans** (and associated grilles)
- 4 Kitchen Exhaust Fans** (and associated grilles)
- 1 Kitchen Supply Fan** (and associated grilles)
- 3 Gas Fired Radiant Heaters**
- 1 Days of Pre-Demolition TAB** (Existing Area B – MAC 103)
- Temperature Control Verification (TCV)**

**BASIC SERVICES:** Campos shall provide the basic services listed below to generally meet the intent of the project's TAB specification.

1. Campos shall evaluate the contract drawings and specifications relating to testing and balancing services for arrangement and adequate provisions of devices for HVAC testing, adjusting, and balancing.
2. Campos shall evaluate the HVAC manufacturer's submittal data and the shop drawings for balance-ability and conformity to the project specifications.



## TAB Proposal

3. Campos shall provide a pre-TAB site visit to observe the installation of the HVAC systems for adequate balancing provisions and readiness for TAB. Campos shall provide a written summary of our pre-TAB site visit observations and recommendations
4. Campos shall prepare the plans for testing and balancing field procedures by numbering each air outlet / air grille. Whenever possible, Campos shall use the numbering system indicated on the mechanical plans. Plans shall be reduced to 11" x 17" format for insertion in the final test and balance report and for clarification of punch items identified in each project status report.
5. Campos shall attend four (4) coordination meetings throughout the project to coordinate the testing and balancing work schedule and review observed deficiencies.
  - Campos has no contractual relationship or authority to direct others in regards to scheduling and is totally dependent on the coordination of occupants and facility staff.
  - Campos scheduled start dates and resulting finish dates are dependent on all other trades completing their work as indicated in the project schedule. Once equipment systems are installed, started, and commissioned as functional, Campos shall bear the responsibility of meeting the time allocated for the Test and Balance work effort.
  - Campos shall staff the project as necessary to meet the agreed upon construction work dates. However, Campos has no responsibility to meet the project scheduled work dates if the building becomes unavailable due to occupancy coordination.
6. Campos shall test, adjust, and balance the heating, ventilating, and air conditioning systems in accordance with NEBB Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
7. Campos shall perform TCV in conjunction with systems balancing of the new HVAC systems.
8. Observed deficiencies during TAB procedures shall be documented in the form of a corrective action report (CAR) and reported to the responsible contractor and project manager.
9. The responsible contractor shall be given the opportunity to correct the deficiency within a 1-day period; otherwise, Campos shall report the deficiency to the project team in our weekly status report.
10. Upon written notification that all deficiencies have been corrected, Campos shall retest each piece of equipment listed.
11. If items previously reported to Campos as being corrected are found to be uncorrected, Campos shall list each deficiency in the final test and balance report.

## TAB Proposal

12. Campos shall provide additional clarification of punch list items when requested. Reduced drawings indicating Campos' identification numbers and locations shall be provided with each deficiency list and in the final report.
13. Upon completion of the field testing, adjusting, and balancing, Campos shall submit a certified, bound, typewritten report. The final report shall be signed and sealed by the NEBB certified professional for approval by the Owner and consulting MEP Engineer. The report shall include an executive summary, test report data, instrument calibration report, and reduced copies of the mechanical construction drawings of the HVAC layout.
14. Campos shall provide one (1) site visit in the opposite season after completion of the testing, adjusting, and balancing to verify balanced conditions are being maintained, to recheck remaining punch items listed in the summary of the final testing, adjusting, and balancing report. Campos shall submit an updated Corrective Action Report and a memorandum detailing observations and recorded measurements during each site visit.

## EXCLUSIONS and CLARIFICATIONS

1. Campos is NEBB certified and will provide the NEBB Quality Assurance Program to fulfill the warranty requirements of the specification. Additionally, Campos shall correct observed deficiencies in the testing, adjusting, and balancing within a one year period from the substantial completion of the project excluding changes made by others, deficiencies due to lack of maintenance, and/or acts of God.
2. All HVAC systems in the scope of work shall be installed per the construction documents and made fully functional by others prior to Campos beginning TAB onsite.
3. Clean filters shall be required for all air moving systems prior to testing and clean strainers will be required for all hydronic systems prior to testing.
4. Testing of all domestic water systems, domestic water pumps, sewer piping systems, natural gas piping systems, roof drain systems, and modified fire protection / sprinkler systems is **not** included in the scope of work for HVAC testing, adjusting, and balancing. These systems are typically **not** part of the testing and balancing work and are **excluded**.
5. Refrigerant pressure and temperature data are **excluded** as it is not required for NEBB or AABC procedural standards for HVAC testing, adjusting, and balancing. Refrigerant system capacities will be verified by measuring the temperature splits across condensers and evaporators.
6. This proposal for TAB services **excludes** HVAC Ductwork Pressure Testing as it is typically performed by other trades.
7. This proposal for TAB services **excludes** IAQ testing from the scope of work in this proposal.

## EXHIBIT B-3

### TAB Proposal

8. This proposal for TAB services **excludes** sound and vibration testing from the scope of work.
9. Testing and balancing is limited **only** to the areas and equipment indicated on the 100% construction documents dated 8/24/21.
10. Campos is **not** responsible for replacing motor sheaves, fan sheaves, or belts if changes are required to achieve the design airflow quantities indicated on the provided bid documents. Campos shall recommend new pulley sizes to be provided and installed by others. Additionally, Campos is not responsible for the installation of additional damper or thermometer wells as needed for proper TAB.
11. Campos anticipate four (4) working weeks to perform testing, adjusting and balancing service on the Lago Vista ISD - High School – Additions and Renovations project. This schedule allots time for pre-demolition, initial testing services and a re-test of the items that were found to be deficient.
12. Campos has provided for one recheck of each observed deficiency in the basic services of this proposal. Delays in the work due to others shall be documented in a delay report. Delay reports shall be submitted weekly attached to the CAR.
13. Rerechecks of deficiencies due to persistent failure will be considered an additional service. Campos shall request additional fees in the form of a change order for the amount of \$1,500.00 per day to complete the testing.
14. The pricing provided is for normal working hours Monday – Friday, 8:00 a.m. – 5:00 p.m. If there are delays due to other trades that require extended hours, weekend work, or more than one 2-man crew to complete the TAB activities within the construction schedule, Campos will require a change order to accommodate the additional costs.

### FEES

Campos shall provide testing, adjusting, and balancing (TAB) as indicated in the above Basic Services 1-14 and Exclusions and Clarifications 1-14 for the stipulated sum of **\$23,665.00 (Twenty-Three Thousand Six Hundred Sixty Five Dollars)**.

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**EXHIBIT C**

**PROFESSIONAL FEE SCHEDULE**  
Effective January 1, 2021

**A. LABOR RATES**

<u>DISCIPLINE</u>	<u>HOURLY RATES</u>
Project Manager .....	\$225.00
Senior Mechanical/Electrical/Plumbing Engineer .....	\$225.00
Mechanical/Electrical/Plumbing Engineer .....	\$175.00
Construction Administrator.....	\$150.00
Senior Mechanical/Electrical/Plumbing Designer .....	\$165.00
Mechanical/Electrical/Plumbing Designer .....	\$125.00
CADD Technician .....	\$100.00
Commissioning Director.....	\$190.00
Commissioning Manager .....	\$175.00
Commissioning Engineer .....	\$135.00
Commissioning Coordinator.....	\$130.00
Commissioning Technician .....	\$120.00
Test & Balance NEBB Certified Professional .....	\$165.00
Field Operations Manager .....	\$135.00
Field Project Leader.....	\$110.00
Field Construction Coordinator .....	\$100.00
Field Technician.....	\$95.00
Secretary/Typist (Word Processor).....	\$95.00
Associate Principal .....	\$250.00
Principal.....	\$275.00
Senior Principal.....	\$320.00

**B. Add Services**

REIMBURSABLES, i.e.:

- |                  |                 |                        |
|------------------|-----------------|------------------------|
| 1. CADD Plotting | 4. Travel Costs | 7. Photographs         |
| 2. Printing      | 5. Lodging      | 8. Postage             |
| 3. Reproduction  | 6. Subsistence  | 9. Handling / Delivery |

REIMBURSABLES shall be billed at COST PLUS 15%.



## **MEP Commissioning, Air Quality Testing and Monitoring Services**

AGREEMENT made as of the 30th 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:

Estes McClure & Associates, Inc., (DBA EMA Engineering & Consulting)  
104 W. Main, Suite C  
Pflugerville, TX 78600

for the following Projects:

1. Elementary School Conversion to PK-5
2. Middle School Additions and Renovations
3. High School Additions and Renovations

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 effective date of this Agreement.

### **3. ITEMS TO BE SUPPLIED BY OWNER**

- 3.1. Drawings
- 3.2. Specifications
- 3.3. Addenda
- 3.4. General, Supplementary and other Conditions

## 4. QUALIFICATIONS OF CONSULTANT

### 4.1. Professional Standard

4.1.1. All services shall be performed by qualified personnel under the supervision of a qualified Commissioning Authority (herein CxA). CxA shall have not less than five (5) years' experience in MEP Commissioning, shall bear credentials for completion of a recognized commissioning training program, and shall have successfully completed not less than three (3) commissioning projects of similar size and scope in the capacity of CxA. All work product shall be under the supervision of a person carrying a professional license or otherwise qualified by the State to practice Engineering, and the document(s) submitted shall bear the engineer's seal and statement to that effect.

4.1.2. The scope of services is to provide commissioning services in compliance with Section 408 of the 2015 International Energy Conservation Code.

## 5. SERVICES

5.1. Commissioning: As soon as practicable after the date of this agreement, the CxA shall submit for the Owner's approval a schedule for the performance of Commissioning services. Once approved by the Owner time limits established by the schedule shall not, except for reasonable cause, be exceeded by the CxA or Owner. With the Owner's approval, the CxA shall adjust the schedule, as necessary, as the project proceeds through construction, substantial completion, and the first year of owner's occupancy.

5.1.1. Commissioned MEP Systems include, but are not limited to:

#### 5.1.1.1. Mechanical HVAC Systems

5.1.1.1.1. Chilled water system including chillers, pumps, piping and hydronic devices and associated BAS controls

5.1.1.1.2. Heating water system including chillers, pumps, piping and hydronic devices and associated BAS controls

5.1.1.1.3. Exhaust fans and supply fans and associated BAS controls.

5.1.1.1.4. Air handling unit systems, energy recovery units, terminal units (10%), ductwork and coils, and associated BAS controls.

5.1.1.1.5. Fan Coil Units and associated BAS controls.

5.1.1.1.6. Pumps.

#### 5.1.1.2. Interior and Exterior Electrical Lighting Control Systems

#### 5.1.1.3. Plumbing Domestic Water Heating Systems

5.1.1.3.1. Plumbing systems including domestic hot water heaters and circulation

5.1.1.4. Energy Management Systems (EMS) including verification of all equipment and EMS control system sequences of operation.

5.1.2. As part of the basic CX services, the CxA shall be provided links to the Owner's online project management software to upload test reports, logs, and other documentation.

- 5.1.3. The CxA shall be responsible for the development of commissioning specifications.
- 5.1.4. The CxA shall hold the commissioning kick off meeting, involving the Engineer of record, general contractor and subcontractors.
- 5.1.5. The CxA shall develop functional test procedures and perform functional testing for all commissioned systems.
- 5.1.6. The CxA shall develop the individual System Verification Checklists (procurement, installation and start up) for the commissioned systems for use by the contractor and compile the completed checklists and system documentation to be included in the Final Commissioning Report.
- 5.1.7. Review all ASIs, RFIs, change documents, related to the systems to be commissioned and provide comments to the Owner.
- 5.1.8. The CxA shall review submittals of commissioned systems and deliver to parties as directed by Owner.
- 5.1.9. The CxA shall perform regular on-site investigations and observation reports. The CxA shall develop, distribute, track, and maintain a comprehensive log of project commissioning issues. This log shall include at least the following information for each issue entry:
  - 5.1.9.1. Date & description of the issue or deficiency
  - 5.1.9.2. Responsible party (“Ball-In-Court”)
  - 5.1.9.3. Status & final disposition
  - 5.1.9.4. CxA’s sign-off verifying resolution
- 5.1.10. The CxA shall Facilitate Functional Performance and Integrated Testing of the commissioned systems; testing results will be recorded and compiled to be included in the Final Commissioning Report
- 5.1.11. The CxA shall host or attend regular commissioning meetings to coincide with Owner progress meetings and develop a commissioning report to share with the Owner and members of the construction team.
- 5.1.12. The CxA shall coordinate commissioning activities with the Owner’s Testing & Balancing Agency (TAB). The CxA shall review TAB results and provide comments to be distributed as directed by Owner.
- 5.1.13. The CxA shall perform review of the O&M documentation and develop a report to be issued to the Owner.
- 5.1.14. The CxA shall develop monitoring-based procedures and identify points to be measured and evaluated to assess performance of energy and water consuming systems.
- 5.1.15. For all meetings hosted by the CxA, the CxA will prepare, or cause others to prepare and distribute meeting minutes to ensure coordination of issues raised during the meetings with responsible project stakeholders. Meeting notes shall be issued to all parties concerned.

- 5.1.16. The CxA shall be responsible for a complete re-evaluation of the building systems approximately ten (10) months after the date of acceptance of the systems. Furthermore, the CxA shall report all deficiencies discovered during said evaluation.
- 5.1.17. The CxA shall interpret and make recommendations to the Owner on matters concerning performance under, and requirement of, the contract documents on written request of either the Owner or Contractor.
- 5.1.18. 2015 IECC Commissioning: In addition to the foregoing, commissioning services shall include all tasks and deliverables required to meet the requirements the 2015 International Energy Conservation Code, Section 408.
  - 5.1.18.1. Construction Phase:
    - 5.1.18.1.1. Develop the final commissioning plan.
    - 5.1.18.1.2. Conduct commissioning kick-off meeting and subsequent regular commissioning meetings and special commissioning meetings as required.
    - 5.1.18.1.3. Perform site visits to verify equipment installation.
    - 5.1.18.1.4. Conduct functional performance testing of commissioned systems.
  - 5.1.18.2. Documentation deliverables:
    - 5.1.18.2.1. Commissioning schedule
    - 5.1.18.2.2. Commissioning plan
    - 5.1.18.2.3. Commissioning meeting minutes including commissioning issues log
    - 5.1.18.2.4. Preliminary commissioning report.
    - 5.1.18.2.5. Final commission report.
- 5.1.19. Commissioning Scope/Deliverables: Additional information on scope and deliverables is contained in Exhibit B – Commissioning Services Proposal, dated 08/19/2021.

## **6. RATE SCHEDULE AND PAYMENTS TO THE CONSULTANT**

### **6.1. Rate schedule**

- 6.1.1. The compensation paid for the services (including the furnishing of all materials, equipment and computers, labor and any required insurance) shall be based upon the fixed fee as indicated in the “Fee Schedule”.

### **6.2. Payments to the Consultant**

- 6.2.1. 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.

- 6.2.1.1. The period covered by each application shall be one calendar month.
- 6.2.1.2. 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.

- 6.2.2. Consultant's fixed fee that will become payable for basic services is Forty Thousand Five Hundred Dollars and Zero Cents (\$40,500.00). Consultant shall receive compensation for all basic services furnished or performed under this Agreement, calculated as set forth in paragraphs 0 above.

### 6.3. Fee Schedule

- 6.3.1. Project ID: 171-00012-001-002 Name: Elementary School Total Fee: \$18,900.00
- 6.3.2. Project ID: 171-00012-001-003 Name: Middle School Total Fee: \$12,600.00
- 6.3.3. Project ID: 171-00012-001-004 Name: High School Total Fee: \$9,000.00
- 6.3.4. Projects to be invoiced separately by Consultant. Work represented in the amount of the invoice shall be itemized on the invoice.
- 6.3.5. Invoicing Schedule:

Owner-approved Cx Plan:	25% of Fixed Fee
50% construction completion:	50% of Fixed Fee
Preliminary Cx Report/Function Testing	30% of Fixed Fee
Final Commissioning Record:	10% of Fixed Fee
Warranty Review:	5% of Fixed Fee

### 6.4. Hourly Rates for Additional Services

6.4.1. Professional Engineer	\$225/hour
6.4.2. Project Manager/Designer	\$150/hour
6.4.3. Construction Admin/Commissioning	\$130/hour
6.4.4. CADD Draftsmen	\$ 90/hour
6.4.5. Administration	\$ 75/hour

## 7. ADDITIONAL CONDITIONS

### 7.1. Termination

- 7.1.1. 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.
- 7.1.2. 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.
- 7.1.3. In the event of any termination of this Agreement, the Consultant shall be paid the fee owed, based upon the Consultant's services performed and accepted by the Owner to the date of notice of termination, together with Reimbursable Expenses then due.

## 7.2. Term of Agreement

7.2.1. The term of this agreement shall be the duration of construction operations, preliminarily identified in the Owner's RFQ, but not less than the actual work duration requires.

## 7.3. Taxes

7.3.1. 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.

## 7.4. Notice

7.4.1. All notices required to be given under the Agreement must be in writing. Any notice required or permitted to be given under the Agreement 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.

7.5. 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 Consultant's failure to comply with any of these provisions is a breach of contract by the Consultant which entitles the Owner to declare the Agreement void if the Consultant does not remedy the breach within ten days after receipt of notice of breach from the Owner.

7.6. 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.

## 7.7. Governing Law and Venue

7.8. 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, or the Agreement, shall be in the state district courts of Travis County, Texas. The Agreement is performable entirely in Travis County, Texas.

## 7.9. Severability

7.9.1. If any provision or part of the Agreement is held to be illegal, invalid, or unenforceable under any present or future law or regulation, such provision shall be fully severable and the Agreement 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.

## 7.10. Claims and Disputes

### 7.10.1. General

7.10.1.1. 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.

7.10.1.2. 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.

### 7.10.2. Mediation

7.10.2.1. 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 to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

7.10.2.2. 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.

7.10.2.3. The mediation shall be held in Travis County. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.10.2.4. If the parties do not resolve a dispute through mediation pursuant to this Section 0, the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.

7.10.2.5. 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.

- 7.11. 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 who have been convicted of a 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.
- 7.12. 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.
- 7.13. 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)
- 7.14. Consultant hereby certifies and verifies that neither Consultant, nor any affiliate, subsidiary, or parent company of Consultant, if any (the "Consultant Companies"), boycotts Israel, and Consultant agrees that 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 terminating business activities 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. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)
- 7.15. 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 or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Consultant.

## **8. Other Terms and Conditions**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.

- 8.7. 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.
- 8.8. 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 venturer, 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 venturer 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.
- 8.9. 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.
- 8.10. 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. Enumeration of Contract Documents**

- 9.1. 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:
  - 9.1.1. The terms and conditions of this Agreement
  - 9.1.2. Exhibit A – Insurance Requirements
  - 9.1.3. Exhibit B – Commissioning Services Proposal Dated 08/19/2021
  - 9.1.4. Drawings
  - 9.1.5. Specifications
  - 9.1.6. Addenda
  - 9.1.7. General, Supplementary and other Conditions
  - 9.1.8. Certificates of Insurance

9.1.9.Owner's RFQ # 07-10-2021; and

9.1.10. Consultant's response submitted in response to Owner's RFQ # 07-10-2021.

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:

Estes McClure & Associates, Inc., (DBA EMA Engineering & Consulting)  
104 W. Main, Suite C  
Pflugerville, TX 78600

By:  \_\_\_\_\_, on 8/30/21

Printed Name: Gary Bristow, P.E.

Title: Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy, Suite 1710 Dallas, TX 75243	CONTACT NAME:	Hillary Bryant	
	PHONE (A/C, No, Ext):	(214) 503-1212	FAX (A/C, No): (214) 503-8899
	E-MAIL ADDRESS:	certificatedallas@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Twin City Fire Insurance Company		29459
	INSURER B : XL Specialty Insurance Company		37885
	INSURER C : Hartford Accident and Indemnity Company		22357
	INSURER D :		
	INSURER E :		
	INSURER F :		
INSURED EMA Engineering & Consulting 328 South Broadway Tyler TX 75702			

## COVERAGES

CERTIFICATE NUMBER: 59676083

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWBA2865	9/30/2020	9/30/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84UEGZV4111	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWBA2865	9/30/2020	9/30/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	84WBGAA7JUJ	9/30/2020	9/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability Retroactive Date: 01/28/1980		<input checked="" type="checkbox"/>	DPR9971602	1/13/2021	1/13/2022	Per Claim	\$5,000,000
							Annual Aggregate	\$7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

## CERTIFICATE HOLDER

## CANCELLATION

Master Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Killough

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ACORD 25 (2016/03)

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## 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:

<b>1. Workmen's Compensation</b>	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.
<b>2. Employer's Liability</b>	\$1,000,000.00
<b>3. Commercial General Liability</b>	
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)
<b>4. Professional Errors and Omissions Liability</b>	
a. Per Claim	\$1,000,000
b. Annual Aggregate	\$2,000,000
<b>5. Property Damage</b>	
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)
<b>6. Commercial Automobile Liability</b>	
a. Bodily Injury/Property Damage	\$1,000,000.00 (Combined single limit)
<b>7. Umbrella or Excess Liability</b>	
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.

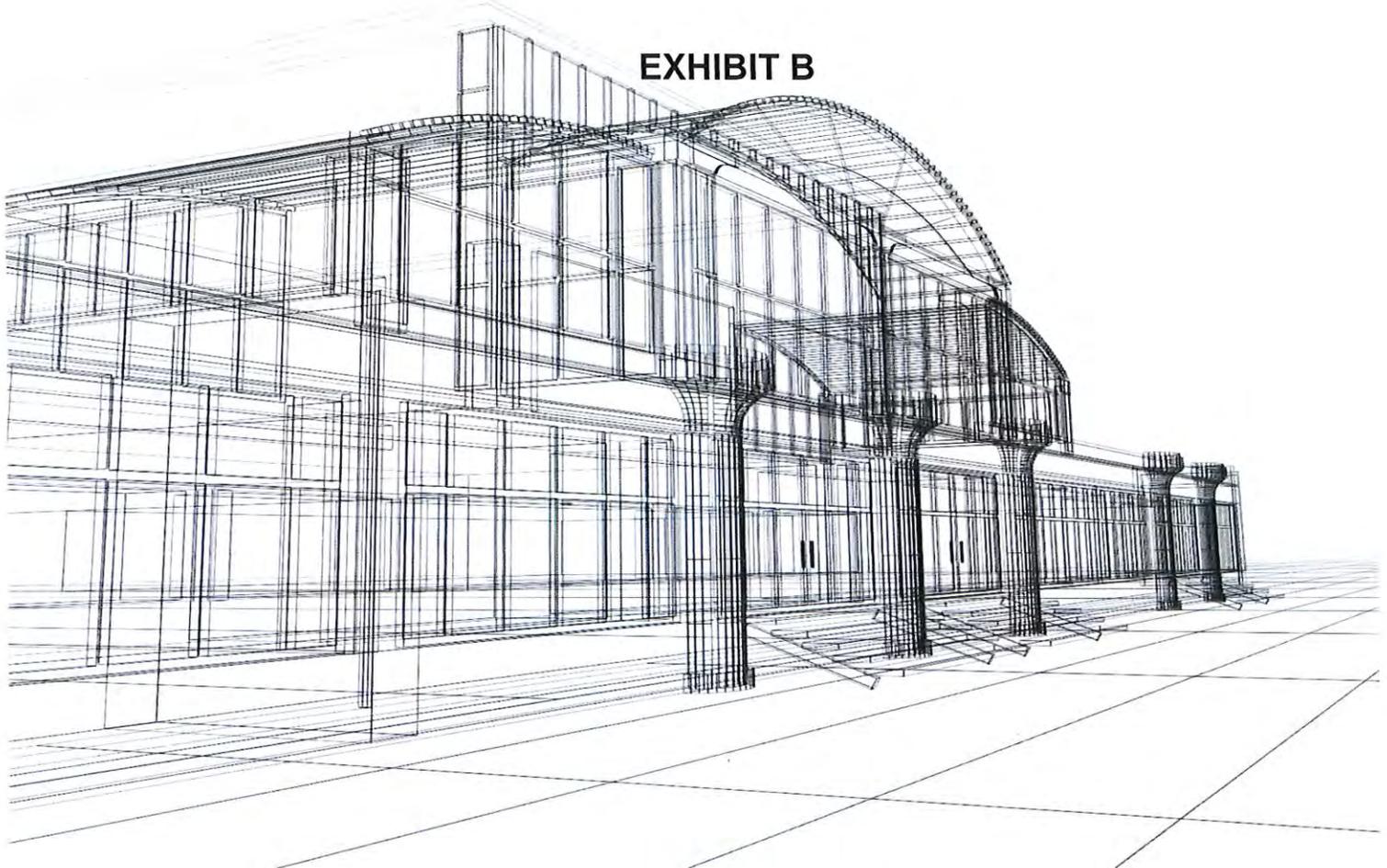
- The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

2. The General Liability and Automobile policies 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.



**EXHIBIT B**

# **EMA Engineering & Consulting**

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**Commissioning Services Proposal**  
Lago Vista Independent School District  
Lago Vista Elementary School, Lago Vista  
Middle School, Lago Vista High School



DESIGN SOLVE ENHANCE

EMA Engineering & Consulting  
Tyler | Austin | Houston | DFW | El Paso | San Antonio | Shreveport  
www.EMAengineer.com  
Local: 903.581.2677  
Toll Free: 1.800.933.0538

August 19, 2021

Tim Strucely  
Program Manager  
LAN / Lago Vista Independent School District  
8911 N. Capital of Texas Hwy, Building 2, Suite 2300  
Austin, TX 78759

Subject: Commissioning Services Agreement Between EMA Engineering & Consulting and  
Lago Vista Independent School District

Dear Mr. Strucely:

EMA Engineering & Consulting hereby submits the following proposal for professional commissioning services for the **Lago Vista Elementary School, Lago Vista Middle School, Lago Vista High School** projects for Lago Vista Independent School District (referred to hereafter as the Owner). Commissioning services proposed shall be for the commissioning services detailed in Table 01. When approved by the Owner, the commissioning provider will serve as the Owner's representative in all phases of the project where commissioning provider contractual agreement applies.

- Table 01.1 – LVES scope, deliverables, and fee for commissioning of systems.
- Table 01.2 – LVES list of commissioned systems and sample strategy for this project.
- Table 02.1 – LVMS scope, deliverables, and fee for commissioning of systems.
- Table 02.2 – LVMS list of commissioned systems and sample strategy for this project.
- Table 03.1 – LVHS scope, deliverables, and fee for commissioning of systems.
- Table 03.2 – LVHS list of commissioned systems and sample strategy for this project.

EMA Engineering & Consulting will report directly to the Owner and will comply with the formal and informal protocols for communication as directed by the Owner. The Owner will agree to inform their design and construction consultants that the commissioning provider is contracted directly with the Owner and represents the Owner and the Owner's best interest.

EMA Engineering & Consulting further proposes to make all necessary visits to the project site, obtain required details regarding the installation of selected systems, and report to the Owner any identified variances to the OPR or contract documents.

The Owner agrees to provide all needed information regarding Owner's objectives and criteria, standard specification preferences, performance criteria and budgetary limitations. In addition, EMA Engineering & Consulting shall operate under the assumption that the design team and the contractors will receive instructions from the Owner, that EMA Engineering & Consulting represents the Owner's interests and that comments and/or advice will be strongly considered. However, it is also assumed that there will be communication by the Owner to all parties that final decisions and directions will come only from the Owner.

Table 01.1 – LVES Commissioning Scope/Deliverables	
<b>Cx Plan</b>	<ul style="list-style-type: none"> <li>Review project details, scope and budget and develop and maintain the project commissioning plan.</li> </ul>
<b>Construction Meeting</b>	<ul style="list-style-type: none"> <li>Conduct a construction phase commissioning coordination meeting with the Owner, A/E, GC, TAB contractor and appropriate sub-contractors.</li> <li>Attend monthly OAC meetings to discuss commissioning activities and report on items observed.</li> </ul>
<b>Submittal Review</b>	<ul style="list-style-type: none"> <li>Review major equipment and controls system submittals of commissioned systems. Issue comments/ recommendations to Owner, Engineer of Record and contractor.</li> </ul>
<b>Site Observations</b>	<ul style="list-style-type: none"> <li>Perform monthly construction site observation reports during installation of commissioned systems.</li> </ul>
<b>Pre-functional checklists</b>	<ul style="list-style-type: none"> <li>Issue and review pre-functional checklists for major commissioned equipment/systems.</li> </ul>
<b>Functional Performance Testing</b>	<ul style="list-style-type: none"> <li>Develop functional testing record and perform functional quality sample-based performance testing. Lead and oversee the testing by contractor. <ul style="list-style-type: none"> <li><i>HVAC and controls</i></li> <li><i>Lighting and lighting controls</i></li> <li><i>Service hot water heating</i></li> </ul> </li> </ul>
<b>EMS Point-to-Point Verification (30-40%)</b>	<ul style="list-style-type: none"> <li>Perform point-to-point testing of EMS graphics, trends, and sequences of operation for consistency with design documents and Owners' guidelines and expectations.</li> </ul>
<b>Cx Issue Log</b>	<ul style="list-style-type: none"> <li>Develop the commissioning issues log and verify all items are corrected prior to Owner acceptance.</li> </ul>
<b>O &amp; M</b>	<ul style="list-style-type: none"> <li>Review O&amp;M and closeout documents for completeness for systems commissioned.</li> <li>Include CFR and operations and maintenance plan.</li> </ul>
<b>Final Commissioning Record</b>	<ul style="list-style-type: none"> <li>Develop and provide final commissioning record detailing services performed.</li> </ul>
<b>11-Month Site Warranty Review/Seasonal Testing</b>	<ul style="list-style-type: none"> <li>Conduct meeting with Owner, Construction Team and Design Team at 11-month warranty review. Coordinate with team for resolution of deficiencies.</li> </ul>
<b>LVES Cx Services Fee: \$18,900</b>	

Table 01.2 – LVES List of commissioned systems/equipment types and sampling strategies		
	Quantity	Sampling Strategy
VRF Systems (Air Handlers, Cassettes, HRUs)	(35,5,7)	30%
Make Up Air Units	2	100%
Outside Air Heat Recovery Unit	1	100%
Mini Split Dx Systems	3	66%
Ventilation Fans – Exhaust and Supply	4	50%
Ductwork System Installation	TBD	30%
Domestic Hot Water System (Water Heaters, Circ-Pumps, Controls)	1	100%
Hot Water Fixture Discharge Temperatures	TBD	30%
Lighting & Lighting Controls (Sensors, Switches, Programing)	TBD	30%

Table 02.1 – LVMS Commissioning Scope/Deliverables	
<b>Cx Plan</b>	<ul style="list-style-type: none"> <li>Review project details, scope and budget and develop and maintain the project commissioning plan.</li> </ul>
<b>Construction Meeting</b>	<ul style="list-style-type: none"> <li>Conduct a construction phase commissioning coordination meeting with the Owner, A/E, GC, TAB contractor and appropriate sub-contractors.</li> <li>Attend monthly OAC meetings to discuss commissioning activities and report on items observed.</li> </ul>
<b>Submittal Review</b>	<ul style="list-style-type: none"> <li>Review major equipment and controls system submittals of commissioned systems. Issue comments/ recommendations to Owner, Engineer of Record and contractor.</li> </ul>
<b>Site Observations</b>	<ul style="list-style-type: none"> <li>Perform monthly construction site observation reports at phases determined by Owner.</li> </ul>
<b>Pre-functional checklists</b>	<ul style="list-style-type: none"> <li>Issue and review pre-functional checklists for major commissioned equipment/systems.</li> </ul>
<b>Functional Performance Testing</b>	<ul style="list-style-type: none"> <li>Develop functional testing record and perform functional quality sample-based performance testing. Lead and oversee the testing by contractor. <ul style="list-style-type: none"> <li><i>HVAC and controls</i></li> <li><i>Lighting and lighting controls</i></li> <li><i>Service hot water heating</i></li> </ul> </li> </ul>
<b>EMS Point-to-Point Verification (30-40%)</b>	<ul style="list-style-type: none"> <li>Perform point-to-point testing of EMS graphics, trends, and sequences of operation for consistency with design documents and Owners' guidelines and expectations.</li> </ul>
<b>Cx Issue Log</b>	<ul style="list-style-type: none"> <li>Develop the commissioning issues log and verify all items are corrected prior to Owner acceptance.</li> </ul>
<b>O &amp; M</b>	<ul style="list-style-type: none"> <li>Review O&amp;M and closeout documents for completeness for systems commissioned.</li> <li>Include CFR and operations and maintenance plan.</li> </ul>
<b>Final Commissioning Record</b>	<ul style="list-style-type: none"> <li>Develop and provide final commissioning record detailing services performed.</li> </ul>
<b>11-Month Site Warranty Review/Seasonal Testing</b>	<ul style="list-style-type: none"> <li>Conduct meeting with Owner, Construction Team and Design Team at 11-month warranty review. Coordinate with team for resolution of deficiencies.</li> </ul>
<b>LVMS Cx Services Fee: \$12,600</b>	

Table 02.2 – LVMS List of commissioned systems/equipment types and sampling strategies		
	Quantity	Sampling Strategy
Water Source Heat Pumps	9	30%
Packaged Dx Rooftop Units	9	30%
Packaged Outside Air Make Up Unit	1	100%
Mini Split Dx Systems	2	50%
Plant Controls (Boilers, Pumps, Heat Exchangers, Cooling Towers)	1	100%
Ventilation Fans – Exhaust and Supply	11	30%
Ductwork System Installation	TBD	30%
Domestic Hot Water System (Water Heaters, Circ-Pumps, Controls)	1	100%
Hot Water Fixture Discharge Temperatures	TBD	30%
Lighting & Lighting Controls (Sensors, Switches, Programing)	TBD	30%

Table 03.1 – LVHS Commissioning Scope/Deliverables	
<b>Cx Plan</b>	<ul style="list-style-type: none"> <li>Review project details, scope and budget and develop and maintain the project commissioning plan.</li> </ul>
<b>Construction Meeting</b>	<ul style="list-style-type: none"> <li>Conduct a construction phase commissioning coordination meeting with the Owner, A/E, GC, TAB contractor and appropriate sub-contractors.</li> <li>Attend monthly OAC meetings to discuss commissioning activities and report on items observed.</li> </ul>
<b>Submittal Review</b>	<ul style="list-style-type: none"> <li>Review major equipment and controls system submittals of commissioned systems. Issue comments/ recommendations to Owner, Engineer of Record and contractor.</li> </ul>
<b>Site Observations</b>	<ul style="list-style-type: none"> <li>Perform monthly construction site observation reports during installation of commissioned systems.</li> </ul>
<b>Pre-functional checklists</b>	<ul style="list-style-type: none"> <li>Issue and review pre-functional checklists for major commissioned equipment/systems.</li> </ul>
<b>Functional Performance Testing</b>	<ul style="list-style-type: none"> <li>Develop functional testing record and perform functional quality sample-based performance testing. Lead and oversee the testing by contractor. <ul style="list-style-type: none"> <li><i>HVAC and controls</i></li> <li><i>Lighting and lighting controls</i></li> <li><i>Service hot water heating</i></li> </ul> </li> </ul>
<b>EMS Point-to-Point Verification (30-40%)</b>	<ul style="list-style-type: none"> <li>Perform point-to-point testing of EMS graphics, trends, and sequences of operation for consistency with design documents and Owners' guidelines and expectations.</li> </ul>
<b>Cx Issue Log</b>	<ul style="list-style-type: none"> <li>Develop the commissioning issues log and verify all items are corrected prior to Owner acceptance.</li> </ul>
<b>O &amp; M</b>	<ul style="list-style-type: none"> <li>Review O&amp;M and closeout documents for completeness for systems commissioned.</li> <li>Include CFR and operations and maintenance plan.</li> </ul>
<b>Final Commissioning Record</b>	<ul style="list-style-type: none"> <li>Develop and provide final commissioning record detailing services performed.</li> </ul>
<b>11-Month Site Warranty Review/Seasonal Testing</b>	<ul style="list-style-type: none"> <li>Conduct meeting with Owner, Construction Team and Design Team at 11-month warranty review. Coordinate with team for resolution of deficiencies.</li> </ul>
<b>LVHS Cx Services Fee: \$9,000</b>	

Table 03.2 – LVHS List of commissioned systems/equipment types and sampling strategies		
	Quantity	Sampling Strategy
Packaged Dx Rooftop Units	9	30%
Packaged Outside Air Make Up Unit	2	100%
Mini Split Dx Systems	1	100%
Plant Controls (Boilers, Pumps, Heat Exchangers, Cooling Towers)	1	100%
Ventilation Fans – Exhaust and Supply	14	30%
Ductwork System Installation	TBD	30%
Domestic Hot Water System (Water Heaters, Circ-Pumps, Controls)	1,2	100%
Hot Water Fixture Discharge Temperatures	TBD	30%
Lighting & Lighting Controls (Sensors, Switches, Programming)	TBD	30%

**Items not covered in this proposal include:**

- Replacing the contractor's quality control activities during construction.
- Attend all project meetings.
- Guarantee that the final project will be issue free. Systems that fail to operate after testing, due to equipment or system component (actuator, pumps, VFD circuit boards, etc.) failure, shall be documented and tracked through resolution by the commissioning provider.
- IAQ air testing and lab services.

EMA Engineering & Consulting will invoice on the following schedule:

Billing Schedule:

Cx Plan:	25% of Fixed Fee
50% construction:	30% of Fixed Fee
Preliminary Cx Report/ Functional Testing:	30% of Fixed Fee
Final Commissioning Record:	10% of Fixed fee
Warranty Review:	05% of Fixed fee

Mediation will be the first method of dispute resolution. Services provided by the engineer will be performed in the same manner consistent with that degree of care and skill ordinarily exercised by a member of the same profession currently practicing under similar circumstances in the same local area.

If additional work or services is requested, our hourly rates are as follows:

- Professional Engineer \$225/hour
- Project Manager/Designer \$150/hour
- Construction Admin/Commissioning \$130/hour
- CADD Draftsmen \$90/hour
- Administration \$75/hour

If the above is acceptable, please provide the appropriate signature to authorize us to begin work. We certainly appreciate the opportunity to provide this agreement. If you have any questions, please call me.

Sincerely,



Gary Bristow, P.E.  
Vice President

**Accepted by:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**BOARD ITEM INFORMATION SHEET**

**Board Meeting Date:** October 11, 2021

**Title:** CONSIDER AND TAKE POSSIBLE ACTION TO AUTHORIZE, NEGOTIATE AND ENTER INTO A CONTRACT FOR ASBESTOS ABATEMENT PROJECT MANAGEMENT SERVICES WITH TERRACON CONSULTANTS, INC. FOR THE 2020 BOND PROGRAM

**Resolution:** BE IT RESOLVED BY THE LAGO VISTA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES: That the Board of Trustees authorizes District staff to negotiate and enter into a Contract with Terracon Consultants, Inc. for Asbestos Abatement Project Management Services for the 2020 Bond Program. Should Terracon Consultants, Inc. decline to enter into a Contract, the District shall proceed into negotiations with the next vendor as ranked until an agreement is reached or the services are resolicited.

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**Background**

Pursuant to the provisions of Texas Government Code Chapter 2254.004, The District issued a Request for Qualifications (RFQ) #09-13-2021 to select the most highly qualified provider through a one-step process with the following schedule of events:

First Advertisement	September 13, 2021
Second Advertisement	September 20, 2021
Deadline for Questions	September 22, 2021
Addendum with Answers Issued to RFQ Questions	September 23, 2021
Deadline to Receive Qualifications – 2:00 PM CT	September 28, 2021
Evaluation Period	September 29 – October 5, 2021
Board Approval of Administration to Negotiate with Recommended Firm	October 5, 2021

The District received six (6) Statements of Qualifications, six (6) of which were compliant and ranked as follows:

- Terracon Consultants, Inc. – 1
- Jenkins Environmental Consulting, LLC - 2
- Choice Consulting, LLC - 3
- ERC Environmental & Construction Services, Inc. – 4
- Broadbent & Associates, Inc. – 5
- Envirotext Consulting Services, LLC - 6



# AIA<sup>®</sup> Document A133<sup>™</sup> – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 12th day of October in the year 2021, is incorporated into the accompanying AIA Document A133<sup>™</sup>–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 **PROJECTs**:  
*(Name and address or location)*

GMP #1: Lago Vista Elementary School Conversion to PK-5  
GMP #2: Lago Vista High School Renovations

### 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.

### 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<sup>™</sup>–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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-three million eight hundred ninety three thousand five hundred three dollars, (\$ 23,893,503.00 ), 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 Manager's 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.)*

GMP #1: \$14,588,888.00 (Previous Amendment Dated August 30, 2021)

GMP #2: \$9,304,615.00 (See Attachment No. 1 to this Amendment)

§ 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
GMP #1 – Dated 8/30/2021 Alternates 1, 2, 4 and 9	\$231,815.00
GMP #2 – Dated 10/11/2021	
Alternate #1	\$130,138.00
Alternate #2	\$ 91,282.00
Alternate #3	\$ 49,164.00
Alternate #4	\$ 16,527.00
Alternate #7	\$ 28,580.00
Alternate #8A	\$ 44,395.00

§ 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.)*

GMP #1 Commencement Date: August 31, 2021

Init.

GMP #2 Commencement Date: To Be Determined

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 dates: GMP #1: December 31, 2022

GMP #2: To Be Determined

§ 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
GMP #1: 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
GMP #1: 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
GMP #2: Area B (Health Science, Culinary Arts), Area D Addition	To Be Determined
GMP #2: Area C Addition	To Be Determined
GMP #2: Area B Addition (Café), Area C Renovation, Sitework	To Be Determined

§ 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			

Init.

§ 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	Date	Pages
-------	------	-------

N/A

Other identifying information:

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

Item	Price
GMP #1 Graphics Allowance	\$10,000.00
GMP #2 Graphics Allowance	\$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.

/

**ATTACHMENT NO. 1**

**LAGO VISTA ISD HIGH SCHOOL ADDITIONS AND RENOVATIONS**

Scope Modifications



DATE: 10-8-2021

		Base Bid	Cost of Project
<b>ALTERNATES</b>			<b>\$9,195,925</b>
1	PROVIDED PIPE GRID AND LIGHTS IN BLACK BOX		\$130,138
2	CONVERT EXISTING CONCESSION STAND TO LOCKER ROOM		\$91,282
3	REPLACE EXISTING BAND PRACTICE ROOM DOORS WITH NEW SOUND DOORS		\$49,164
4	REPLACE CARPET IN THE MULTI-PURPOSE ACTIVITY CENTER		\$16,527
7	PROVIDE CONCRETE FLATWORK ON EAST SIDE OF PAC		\$28,580
8A	ALTERNATE PROPOSAL FOR RELIABLE CONTROLS CORP. BUILDING CONTROLS		\$44,395
<b>Total for Base Bid and Approved Alternates</b>			<b>\$9,556,011</b>

Item #	Description of Approved Cost Reduction Items	Approved Cost Deducts	Remarks
1	REDUCE CONTINGENCIES TO \$266461	\$ -	ACCOUNTED FOR IN TOP SHEET
2	USE WOLFF CONSTRUCTION FOR CONCRETE, EARTHWORK, AND UTILITIES	\$ -	ACCOUNTED FOR IN TOP SHEET
3	FASTEN ALL LAYERS OF INSULATION AND INCREASE THE THICKNESS OF THE BOARDS TO OFFSET THERMAL LOSSES, BUT STILL KEEP ADHERED COVERBOARD ELIMINATING 1-2 LAYERS OF GLUE	\$ (4,000)	ISO THICKNESS WILL BE UNCHANGED BUT WILL DEDUCT 1 LAYOR OF ADHESIVES
4	CHANGE TO A 2" THICK BY 2' X 6' TECTUM INSTEAD OF WHAT IS SHOWN ON PLANS	\$ (42,000)	PRODUCT SPECIFICATIONS AND MOUNTING METHODS APPROVED BY ARCHITECT AND ENGINEERS
5	THE SPECS. FOR THE FABRIC WALL PANELS CALL FOR CONTINUOUS Z BAR MOUNTING. TYPICALLY YOU CAN USE A CONTINUOUS Z BAR ON WALLS AND Z CLIPS ON THE BACK OF THE PANELS. IF ALLOWED TO SWITCH THERE IS A SAVINGS.	\$ (12,000)	APPROVED
6	CHANGE TO TECTUM WALL PANELS IN LIEU OF FABRIC WRAPPED WALL PANELS IN WEIGHT ROOM	\$ (4,000)	APPROVED
7	ELIMINATE TROPHY CASES AND ASSOCIATED MASONRY WORK AND PROVIDE CLARIDGE TROPHY CASES	\$ (29,950)	APPROVED
8	CHANGE ELECTRIC WATER HEATER AND EXPANSION TANK TO A NON-ASME RATING	\$ (3,500)	APPROVED (SAME SPECIFIED WATER HEATER AND EXPANSION TANK JUST NO RATING STICKER ON IT)
9	USE LENNOX IN LIEU OF TRANE EQUIPMENT	\$ (7,431)	APPROVED (LENNOX PROJECTS 16 WEEK LEAD TIME FOR RTU DELIVEDRY FROM DATE OF APPROVED SUBMITTAL - TRANE IS 12 WEEKS)
10	WEIFIELD GROUP OFFERS A SAVINGS FOR BEING AWARDED BOTH LAGO VISTA ELEMENTARY SCHOOL AND LAGO VISTA HIGH SCHOOL	\$ (41,757)	APPROVED
11	1/2" CONDUIT IN LIEU OF 3/4" CONDUIT	\$ (12,650)	APPROVED
12	VE TRANSFORMERS AND SPD'S	\$ (23,550)	APPROVED (STILL SWMCO)
13	CORD DROPS IN LIEU OF CORD REELS	\$ (15,785)	APPROVED (PER EMAIL WITH HCE 9-20-2021 PER WEIFIELD)
14	DELETE REQUIREMENT FOR SECONDARY FEEDER TO BE ENCASED IN CONCRETE	\$ (1,300)	APPROVED (ALLOWED PER SPECS ALREADY)
15	CHANGE WEIGHT ROOM AUDIO AND VISUAL TO A BASIC DESIGN	\$ (10,500)	APPROVED (BASIC SOUND SYSTEM WITH 2 DISPLAYS, ALTERNATE DSP, VIDEO DISTRIBUTION, AND CONTROL SYSTEM)
16	CHANGE INTERCOM SYSTEM IN PAC ADDTION	\$ (15,000)	APPROVED (CHANGE FROM GREENGO TO CLEARCOM, REDUCE QTY BY 50%)
17	CHANGE PROJECTOR IN ENSEMBLE	\$ (3,600)	APPROVED (CHANGE FROM PANSONIC TO EPSON WITH SAME LUMEN BRIGHTNESS)
18	CHANGE DANCE/CHEER ROOM AUDIO VISUAL TO A BASIC DESIGN	\$ (9,585)	APPROVED (BASIC SOUND SYSTEM WITH 2 DISPLAYS, ALTERNATE DSP, AUDIO INPUTS, AND 2 - 98" FPDs TO REPLACE LARGE SCREEN AND PROJECTOR)

Original Project Pricing before Cost Deducts	\$	9,556,011
Total Cost Reduction Items Accepted	\$	(236,608)
Reduction of Fees Based on Approved Cost Reduction Items	\$	(14,788)
<b>FINAL GMP WITH ALTERNATES AND COST REDUCTIONS</b>	<b>\$</b>	<b>9,304,615</b>

## Lago Vista ISD High School



Date: 10/8/21  
 Duration: Lago Vista ISD High School Project: October 2021 - Aug 2022  
 Documents: 100% Construction Documents Completed - August 24 2021  
 Bid Date: September 14, 2021

### Lago Vista ISD High School - 100% Construction Documents

**Lago Vista ISD High School Cost of Work** \$ 8,368,599

**Allowances**

Contingency Allowance	\$ 266,461.00
Project Identification Sign	\$ 750.00
Graphics Allowance	\$ 10,000.00

Subtotal \$ 8,645,810

**Bonds-Insurance-General Conditions**

Performance and Payment Bonds	\$ 77,750
General Liability, Auto Liability, Umbrella Liability	\$ 24,610
Builder's Risk Insurance	\$ 19,380
General Conditions	3.18% \$ 274,937
Construction Manager Fee Deduct for Self Perform Work	\$ (4,805)
CMaR Fee	1.75% \$ 158,244

### Lago Vista ISD High School - 100% Construction Documents - GMP Base Bid

**\$ 9,195,925**

**Alternates**

**Cost to Owner**

Alt. #	Description	Cost
Alt. #1	PROVIDED PIPE GRID AND LIGHTS IN BLACK BOX	\$ 130,138
Alt. #2	CONVERT EXISTING CONCESSION STAND TO LOCKER ROOM	\$ 91,282
Alt. #3	REPLACE EXISTING BAND PRACTICE ROOM DOORS WITH NEW SOUND DOORS	\$ 49,164
Alt. #4	REPLACE CARPET IN THE MULTI-PURPOSE ACTIVITY CENTER	\$ 16,527
Alt. #5	PROVIDE TILE WAINSCOT WHERE INDICATED	\$ 180,223
Alt. #6	REPLACE BLINDS IN MULTI-PURPOSE ACTIVITY CENTER WITH SHADES	\$ 6,755
Alt. #7	PROVIDE CONCRETE FLATWORK ON EAST SIDE OF PAC	\$ 28,580
Alt. #8a	ALTERNATE PROPOSAL FOR RELIABLE CONTROLS CORP. BUILDING CONTROLS	\$ 44,395
Alt. #8b	ALTERNATE PROPOSAL FOR TEMPSET CONTROLS INC. BUILDING CONTROLS	\$ 63,432
Alt. #9	PROVIDE CLOCK SYSTEM EXPANSION	\$ 5,088
Alt. #10	PROVIDE LIFT STATION AT CULINARY LAB	\$ 11,146
Alt. #11	PROVIDE EXHAUST FAN EF-11C IN THE SHOP ADDITION	\$ 5,546
Alt. #12	EXCLUDE SPRINKLER COVERAGE AT NEW EXTERIOR CANOPIES	\$ (7,500)
Alt. #13	PROVIDE HARD CONNECTIONS FOR ALL SPRINKLER PIPING	\$ 22,731

### Total Base Bid with Approved Alternates

**\$ 9,556,011**

\*\*\*Note this number does not include any of the potential cost savings (see Cost Reduction Chart for Final GMP)\*\*\*

JOB: LAGO VISTA ISD HIGH SCHOOL ADDITIONS AND RENOVATIONS

ADDENDUM ADD 1-3

LOCATION: LAGO VISTA, TEXAS

DATE: 9/14/21



**WEAVER & JACOBS**  
CONSTRUCTORS, INC.

JOB LEVEL	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	SUBCONTR	REMARKS
<b>DIVISION 1</b>	<b>GENERAL REQUIREMENTS</b>						
	BUILDING PERMIT					\$3,606	PER CITY OF LAGO VISTA
<b>DIVISION 2</b>	<b>SITE &amp; EXISTING CONDITIONS</b>						
024100	DEMOLITION					\$139,553	LINDAMOOD
	MOVE PROPANE BOTTLES					\$10,000	MEP TEAM / WEAVER AND JACOBS
	TRANSFORMER RELOCATION					\$8,500	MEP TEAM / WEAVER AND JACOBS
	TEMPORARY STRUCTURES			\$9,000	\$16,000		WEAVER AND JACOBS
							<b>\$183,053</b>
<b>DIVISION 3</b>	<b>CONCRETE</b>						
031000	CONCRETE FORMING AND ACCESSORIES					\$455,537	WOLFF CONSTRUCTION
032000	CONCRETE REINFORCING					W/ 032000	
033000	CAST-IN-PLACE CONCRETE					W/ 032000	
	CONCRETE STAIN WITH SEALER					\$27,250	ARS
	CONCRETE REPAIR AND PATCH AT EXISTING CONDITIONS TIE INS					\$5,000	WEAVER AND JACOBS
	CONCRETE COLUMN INFILL					\$2,500	WEAVER AND JACOBS
	CONCRETE POUR BACKS FOR PLUMBING AND ELECTRICAL					\$5,000	WEAVER AND JACOBS
							<b>\$495,287</b>
<b>DIVISION 4</b>	<b>MASONRY</b>						
040100	MAINTENANCE OF MASONRY					\$863,200	LEGACY MASONRY
	FLOOR PROTECTION OF EXISTING FLOORS AT MASONRY LOCATIONS					\$25,000	LEGACY MASONRY
040511	MORTAR AND MASONRY GROUT					W/ 040100	
042000	UNIT MASONRY					W/ 040100	
044313	STONE MASONRY VENEER					W/ 040100	
	MASONRY PATCH AND REPAIR AT EXISTING CONDITION TIE INS					\$9,500	WEAVER AND JACOBS
	BRICK PAVER INLAY REMOVAL AND PLACE BACK					\$7,500	WEAVER AND JACOBS
							<b>\$888,200</b>
<b>DIVISION 5</b>	<b>METALS</b>						
051200	STRUCTURAL STEEL FRAMING				\$418,392		BOETTCHER ENTERPRISES INC.
053100	STEEL DECKING				W/ 051200		
054000	COLD-FORMED METAL FRAMING					W/ 092116	
055000	METAL FABRICATIONS				W/ 051200		
055133	METAL LADDERS					REMOVED	PER ADDENDUM 2
055213	PIPE AND TUBE RAILINGS					W/ ERECTION	
	ERECTION					\$298,980	EMPIRE
	INSTALL STEEL PIPE GRID FRAMING					\$15,000	EMPIRE
	REMOVE AND REPLACE EXISTING CANOPY					\$51,230	LINDAMOOD / EMPIRE
	STRUCTURAL STEEL AND DECK PAINT TOUCH UPS					\$2,500	WEAVER AND JACOBS
	CLEANING OF STRUCTURAL STEEL					\$5,500	WEAVER AND JACOBS
	GROUT BASE PLATE OF STRUCTURAL STEEL COLUMN AND INFILL					\$3,500	WEAVER AND JACOBS
							<b>\$795,102</b>

JOB LEVEL	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	SUBCONTR	REMARKS
<b>DIVISION 6</b>	<b>CARPENTRY</b>						
061000	ROUGH CARPENTRY			\$60,273	\$73,667		WEAVER AND JACOBS
062000	FINISH CARPENTRY					W/ 123200	
068316	FIBERGLASS REINFORCED PANELING					W/ 092116	
							<b>\$133,940</b>
<b>DIVISION 7</b>	<b>THERMAL &amp; MOISTURE PROTECTION</b>						
071300	SHEET WATERPROOFING					\$97,172	AQUATECH WATERPROOFING
072100	THERMAL INSULATION						
	FOAM BOARD INSULATION					W/ 071300	
	FIBERBOARD INSULATION					W/ 071300	
	BATT INSULATION					W/ 092116	
072119	FOAMED-IN-PLACE INSULATION					W/ 040100	
072200	ROOF AND DECK INSULATION					W/ 075419	
072500	WEATHER BARRIERS					W/ 071300	
074213	METAL WALL PANELS					W/ 075419	
075419	POLYVINYL-CHLORIDE (PVC) ROOFING					\$610,000	WCR CONSTRUCTION
076100	SHEET METAL ROOFING					W/ 075419	
076200	SHEET METAL FLASHING AND TRIM					W/ 075419	
077200	ROOF ACCESSORIES						
	MEP SUPPORTS					W/ MEP	
	ROOF HATCHES AND SAFETY RAILS			\$1,500	\$4,011		TEXAS AIR PRODUCTS / WEAVER AND JACOBS
	PRE-FABRICATED ALUMINUM LADDER			\$10,500	\$24,000		IFS INDUSTRIES
078400	FIRESTOPPING					\$5,495	FIREPROOF CONTRACTORS INC.
079200	JOINT SEALANTS					W/ 071300	
	CAULKING OF DISSIMILAR MATERIALS					\$4,000	WEAVER AND JACOBS
0798513	EXPANSION JOINT COVER ASSEMBLIES				\$8,651	\$26,349	WEAVER AND JACOBS
							<b>\$791,678</b>
<b>DIVISION 8</b>	<b>DOORS AND WINDOWS</b>						
081113	HOLLOW METAL DOORS AND FRAMES			\$12,500	\$161,436		ARCHITECTURAL DIVISION 8
081416	FLUSH WOOD DOORS				W/ 081113		
083100	ACCESS DOORS AND PANELS			\$500	\$1,000		WEAVER AND JACOBS
083300	COILING DOORS AND GRILLES					\$76,330	ALAMO DOOR SYSTEMS
083473	SOUND CONTROL DOOR ASSEMBLIES				W/ 081113		
083613	SECTIONAL DOORS					W/ 083300	
084313	ALUMINUM-FRAMED STOREFRONTS					\$169,500	EASTEX GLASS
	ALUMINUM STOREFRONT HARDWARE				W/ 081113		
087100	FINISH HARDWARE				W/ 081113	\$21,900	MCLARKIN GROUP
088000	GLAZING					W/ 084313	
	PROTECTION OF INSTALLED WINDOWS	2,883	SF			\$3,604	WEAVER AND JACOBS
							<b>\$446,770</b>

JOB LEVEL	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	SUBCONTR	REMARKS
<b>DIVISION 9</b>	<b>FINISHES</b>						
092116	GYPSUM BOARD ASSEMBLIES					\$489,500	LASCO
092226	SUSPENSION SYSTEMS					W/ 092116	
093000	TILING					\$141,907	MAJEK TILE AND MARBLE
095100	ACOUSTICAL CEILINGS					W/ 092116	
096429	WOOD STRIP AND PLANK FLOORING					\$13,964	RFS SPORTS
096466	WOOD ATHLETIC FLOORING					\$17,390	RFS SPORTS
096500	RESILIENT FLOORING					\$41,500	SAN ANTONIO FLOOR FINISHERS
	5 COATS OF WAX FOR RESILIENT FLOORING	9,887				\$4,944	WEAVER AND JACOBS
	FLOORING PROTECTION	28,295				\$9,903	WEAVER AND JACOBS
096566	RESILIENT ATHLETIC FLOORING					W/ 096500	
096723	RESINOUS FLOORING					W/ 093000	
096813	TILE CARPETING					W/ 096500	
098400	ACOUSTICAL PANELS					W/ 092116	
099000	PAINTING AND COATING					\$167,225	RHODES DRYWALL AND PAINT
	CONCRETE SEALER					W/ 099000	
							<b>\$886,333</b>
<b>DIVISION 10</b>	<b>SPECIALTIES</b>						
101100	VISUAL DISPLAY UNITS					\$6,800	CLARIDGE
	MARKERBOARDS					INCLUDED	
	TACKBOARDS					INCLUDED	
101400	SIGNAGE					\$20,075	CCSW
	ROOM AND DOOR SIGNS					INCLUDED	
	BUILDING LETTERS					INCLUDED	
	CUSTOM DIMENSIONAL SIGNAGE					INCLUDED	
	PLAQUE					INCLUDED	
102113.19	PLASTIC TOILET COMPARTMENTS					\$8,250	KNEZEK CONSTRUCTION SERVICES
102123	CUBICLE CURTAINS AND TRACK					\$3,430	KNEZEK CONSTRUCTION SERVICES
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES					\$5,634	KNEZEK CONSTRUCTION SERVICES
	FRAMED MIRRORS					INCLUDED	
	SANITARY NAPKIN DISPOSAL UNIT					INCLUDED	
	SINGLE ROBE HOOKS					INCLUDED	
	SHOWER CURTAIN ROD					INCLUDED	
	GRAB BARS					INCLUDED	
	SHOWER STALL					INCLUDED	
	FOLDING SHOWER SEAT					INCLUDED	
	WALL-MOUNTED SOAP DISH					INCLUDED	
	TOWEL BAR					INCLUDED	
	FOLD DOWN ACCESSIBLE DRESSING BENCH					INCLUDED	
104400	FIRE PROTECTION SPECIALTIES					\$2,959	KNEZEK CONSTRUCTION SERVICES
	FIRE EXTINGUISHERS					INCLUDED	
	FIRE EXTINGUISHER CABINETS					INCLUDED	
	FIREMANS KNOX BOX					NOT NEEDED	
	FIREMANS KNOX PADLOCK					NOT NEEDED	
	FIREMANS KNOX FDC PLUG					NOT NEEDED	
105100	LOCKERS					\$48,867	SDI
107300	PROTECTIVE COVERS					\$48,205	ALUMINUM TECHNIQUES INC.
							<b>\$144,220</b>

JOB LEVEL	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	SUBCONTR	REMARKS
<b>DIVISION 11</b>	<b>EQUIPMENT</b>						
114000	FOODSERVICE EQUIPMENT					\$284,680	MISSION RESTAURANT SUPPLY
116100	THEATRICAL EQUIPMENT					ALTERNATE 1	
116623	GYMNASIUM EQUIPMENT (BALLET BARS AND BRACKETS) (WWW.CARTWHEELFACTORY.COM)			\$500	\$1,182		CWF FLOORING INC. / WEAVER AND JACOBS <b>\$286,362</b>
<b>DIVISION 12</b>	<b>FURNISHINGS</b>						
122100	WINDOW BLINDS					NOT SHOWN	
122400	WINDOW SHADES					ALTERNATE 6	
123200	MANUFACTURED WOOD CASEWORK					\$45,771	GOEBEL WOODWORK
123551	PROTECTION OF INSTALLED MILLWORK					\$2,000	WEAVER AND JACOBS
123600	MUSIC INSTRUMENT STORAGE CASEWORK					\$26,126	WENGER CORPORATION
	COUNTERTOPS					W/ 123200	
	TROPHY CASES					\$45,750	THE TABLET & TICKET CO. <b>\$119,647</b>
<b>DIVISION 21</b>	<b>FIRE SUPPRESSION</b>						
210000	FIRE PROTECTION					\$104,000	TEXAS SAFFIRE <b>\$104,000</b>
	<b>MEP</b>						
<b>DIVISION 22</b>	<b>PLUMBING</b>					\$566,000	SCHWARTZ PLUMBING
<b>DIVISION 23</b>	<b>HVAC</b>					\$665,978	AIR CRAFT INC.
	HVAC TEMPORARY FILTERS					\$5,000	WEAVER AND JACOBS
	CONDENSATE W/HVAC					INCLUDED	
	DDC SYSTEM					INCLUDED	
	TEST & BALANCE					INCLUDED	
<b>DIVISION 26</b>	<b>ELECTRICAL</b>					\$1,089,924	WEIFIELD GROUP ELECTRICAL CONTRACTOR
<b>DIVISION 27</b>	<b>TECHNOLOGY AND COMMUNICATIONS</b>						
270000	COMMUNICATIONS					\$32,966	FSG / TERO TECHNOLOGIES
270526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEM					W/ 270000	
270528	PATHWAYS FOR COMMUNICATIONS SYSTEMS					W/ 270000	
271100	COMMUNICATIONS ROOM FITTINGS					W/ 270000	
271300	COMMUNICATIONS BACKBONE CABLING					W/ 270000	
271500	COMMUNICATIONS HORIZONTAL CABLING					W/ 270000	
274116	AUDIO VISUAL SYSTEMS					\$237,840	TFE
274117	AUDIO VISUAL INFRASTRUCTURE					W/ 274117	<b>\$270,806</b>
<b>DIVISION 28</b>	<b>ELECTRIC SAFETY AND SECURITY</b>						
280000	ELECTRONIC SECURITY					w/ 281000	
281000	ELECTRONIC ACCESS CONTROL					\$47,775	H&H DOOR
282300	VIDEO SURVEILLANCE					\$31,946	H&H DOOR
283100	FIRE ALARM AND DETECTION SYSTEM					\$43,750	FIRETRON <b>\$123,471</b>

JOB LEVEL	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	SUBCONTR	REMARKS
<b>DIVISION 31</b>	<b>EARTHWORK</b>						
311000	SITE CLEARING					\$110,279	WOLFF CONSTRUCTION
312310	BUILDING EXCAVATION AND FILL					W/ 311000	
312316	EXCAVATION					W/ 311000	
312323	BACKFILLING					W/ 311000	
312323.23	COMPACTION CONTROL AND TESTING					W/ 311000	
312333	TRENCHING					W/ 331000	
313116	TERMITE CONTROL					\$5,700	PEST SOLUTIONS
	EROSION CONTROL						
	CONSTRUCTION ENTRANCE					\$2,590	ENVIRONMENTAL ALLIES
	SILT FENCE					\$9,003	ENVIRONMENTAL ALLIES
	TREE PROTECTION					\$14,663	ENVIRONMENTAL ALLIES
	ROCK BERM					\$4,997	ENVIRONMENTAL ALLIES
	DUST CONTROL					\$5,000	WEAVER AND JACOBS
	SWPPP PLAN					\$1,400	WEAVER AND JACOBS
	EROSION CONTROL MAINTENANCE					\$7,000	WEAVER AND JACOBS
	INSTALLATION OF SODDING AND REPAIRS OF IRRIGATION LINES AT LAY DOWN AREA					\$7,585	WEAVER AND JACOBS
							<b>\$168,217</b>
<b>DIVISION 32</b>	<b>EXTERIOR IMPROVEMENTS</b>						
321216	ASPHALTIC CONCRETE PAVING					\$7,000	RANGER EXCAVATING / LANTZ
321313	CONCRETE PAVING					W/ 032000	
321600	CURB AND GUTTERS					W/ 032000	
323113	CHAIN LINK FENCES AND GATES					\$25,943	THE ANCHOR GROUP
	LANDSCAPING					\$63,875	CUTRITE LANDSCAPING
	IRRIGATION					W/ LANDSCAPING	
	STRIPING					\$650	SOUTH TEXAS STRIPING
	SITE SIGNAGE					\$4,500	WEAVER AND JACOBS
							<b>\$101,968</b>
<b>DIVISION 33</b>	<b>UTILITIES</b>						
331000	WATER UTILITIES					\$46,711	WOLFF CONSTRUCTION
	GAS LINE AND GAS LINE TIE IN					\$5,000	WOLFF CONSTRUCTION / SCHWARTZ
333000	SANITARY SEWAGE UTILITIES					W/ 331000	
334000	STORM DRAINAGE UTILITIES					W/ 331000	
							<b>\$51,711</b>
<b>TOTALS</b>				<b>\$94,773</b>	<b>\$708,339</b>	<b>\$7,535,159</b>	

**LAGO VISTA ISD HIGH SCHOOL ADDITIONS AND RENOVATIONS**

32%	1. LABOR			\$94,773
	2. MATERIAL			\$708,339
	3. SUBCONTRACTOR			\$7,535,159
	4. TAXES AND INSURANCE - LABOR			\$30,327
	<b>SUB TOTAL</b>			<b>\$8,368,599</b>
<b>TOTAL</b>				<b>\$8,368,599</b>

JOB LEVEL	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	SUBCONTR	REMARKS
ALTERNATE 1	PROVIDE PIPE GRID AND LIGHTS IN THE BLACK BOX (MULTIPLE TRADES) AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	ELECTRICAL			\$11,517			WEIFIELD GROUP
	GYPSUM ASSEMBLIES			\$1,500			LASCO
	PIPE GRID AND CURTAINS			\$109,500			TEXAS SCENIC CO.
	THEATRICAL LIGHTING			W/ CURTAINS			
	<b>COST OF WORK TOTAL</b>			\$122,517			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$130,138			
ALTERNATE 2	CONVERT THE EXISTING CONCESSION STAND TO A LOCKER ROOM (MULTIPLE TRADES) AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	DEMO			\$8,812			LINDAMOOD
	CONCRETE			\$3,286			WOLFF CONSTRUCTION
	CMU			\$12,000			LEGACY MASONRY
	ROUGH CARPENTRY			\$5,500			WEAVER AND JACOBS
	DOORS AND HARDWARE			\$783			ARCHITECTURAL DIVISION 8
	DOOR INSTALL			\$120			MCLARKIN GROUP
	GYPSUM			\$6,500			LASCO
	CEILINGS			W/ GYPSUM			
	PAINTING			\$6,500			RHODES DRYWALL AND PAINT
	RESINOUS FLOORING			\$2,910			
	TOILET PARTITIONS			\$3,775			KNEZEK CONSTRUCTION SERVICES
	TOILET ACCESSORIES			W/ PARTITIONS			
	LOCKERS			\$7,517			SDI
	FIRE SPRINKLER			\$2,800			TEXAS SAFFIRE
	PLUMBING			\$16,000			SCHWARTZ PLUMBING
	HVAC			\$3,319			AIRCRAFT INC.
	ELECTRICAL			\$4,615			WEIFEILD GROUP
	FIRE ALARM			\$1,500			FIRETRON
	<b>COST OF WORK TOTAL</b>			\$85,937			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$91,282			
ALTERNATE 3	REPLACE THE EXISTING BAND PRACTICE ROOM DOORS WITH NEW SOUND CONDITIONED DOORS AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	DEMO			\$4,924			LINDAMOOD
	SOUND DOORS AND HARDWARE			\$6,925			ARCHITECTURAL DIVISION 8
	DOOR INSTALL			\$750			MCLARKIN GROUP
	OVERHEAD COILING DOOR			\$11,186			ALAMO DOOR SYSTEMS
	PAINTING			\$7,500			RHODES DRYWALL AND PAINT
	MASONRY			\$9,500			LEGACY MASONRY
	EXISTING FINISH PROTECTION			\$5,500			WEAVER AND JACOBS
	<b>COST OF WORK TOTAL</b>			\$46,285			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$49,164			

JOB LEVEL	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	SUBCONTR	REMARKS
ALTERNATE 4	REPLACE ALL CARPET IN THE MULTI-PURPOSE ACTIVITY CENTER AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	DEMO			\$1,959			LINDAMOOD
	FLOORING			\$13,600			SAN ANTONIO FLOOR FINISHERS
	<b>COST OF WORK TOTAL</b>			\$15,559			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$16,527			
ALTERNATE 5	PROVIDE A TILE WAINSCOT AS SPECIFIED AND WHERE INDICATED ON THE DRAWINGS						
	TILE			\$140,470			MAJEK TILE AND MARBLE CO.
	RUBBER BASE AND RESILIENT FLOORING			\$4,200			SAN ANTONIO FLOOR FINISHERS
	PAINT			\$25,000			RHODES DRYWALL AND PAINT
	<b>COST OF WORK TOTAL</b>			\$169,670			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$180,223			
ALTERNATE 6	REPLACE BLINDS IN THE MULTI-PURPOSE ACTIVITY CENTER WITH ROLLER SHADES AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	ROLLER SHADES			\$2,594			CAPITOL BLINDS & DRAPERY COMPANY
	ELECTRICAL			\$3,765			WEIFEILD GROUP
	<b>COST OF WORK TOTAL</b>			\$6,359			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$6,755			
ALTERNATE 7	PROVIDE CONCRETE FLATWORK AT THE LOCATION ON THE EAST SIDE OF THE PAC AS SPECIFIED AND AS INDICATED ON THE CIVIL DRAWINGS						
	DEMO			\$2,559			LINDAMOOD
	CONCRETE			\$18,212			WOLFF CONSTRUCTION
	EARTHWORK			\$4,935			WOLFF CONSTRUCTION
	SPLASH BLOCKS			\$1,200			WEAVER AND JACOBS
	<b>COST OF WORK TOTAL</b>			\$26,906			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$28,580			
ALTERNATE 8A	PROVIDE ALTERNATE PROPOSAL FOR RELIABLE CONTROLS CORP. AS SPECIFIED AND AS INDICATED ON THE DRAWINGS IN LIEU OF THE BASE BID MANUFACTURER FOR BUILDING CONTROLS						
	HVAC			\$41,795			AIRCRAFT INC.
	<b>COST OF WORK TOTAL</b>			\$41,795			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$44,395			

JOB LEVEL	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	SUBCONTR	REMARKS
ALTERNATE 8B	PROVIDE ALTERNATE PROPOSAL FOR TEMPSET CONTROLS, INC. AS SPECIFIED AND AS INDICATED ON THE DRAWINGS IN LIEU OF THE BASE BID MANUFACTURER FOR BUILDING CONTROLS						
	HVAC			\$59,718			AIRCRAFT INC.
	<b>COST OF WORK TOTAL</b>			\$59,718			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$63,432			
ALTERNATE 9	PROVIDE THE CLOCK SYSTEM EXPANSION AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	CLOCK SYSTEM			\$4,790			TFE
	<b>COST OF WORK TOTAL</b>			\$4,790			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$5,088			
ALTERNATE 10	PROVIDE LIFT STATION AT THE CULINARY LAB AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	ELECTRICAL			\$715			WEIFEILD GROUP
	UTILITIES			\$9,778			WOLFF CONSTRUCTION
	<b>COST OF WORK TOTAL</b>			\$10,493			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$11,146			
ALTERNATE 11	PROVIDE EXHAUST FAN EF-11C IN THE SHOP ADDITION AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	ELECTRICAL			\$844			WEIFEILD GROUP
	HVAC			\$4,377			AIRCRAFT INC.
	<b>COST OF WORK TOTAL</b>			\$5,221			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$5,546			
ALTERNATE 12	EXCLUDE SPRINKLER COVERAGE AT NEW EXTERIOR CANOPIES AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	FIRE SPRINKLER			-\$7,500			TEXAS SAFFIRE
	<b>COST OF WORK TOTAL</b>			-\$7,500			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			-\$7,500			
ALTERNATE 13	PROVIDE HARD CONNECTIONS FOR ALL SPRINKLER PIPING IN LIEU OF FLEXIBLE HEADS AS SPECIFIED AND AS INDICATED ON THE DRAWINGS						
	FIRE SPRINKLER			\$21,400			TEXAS SAFFIRE
	<b>COST OF WORK TOTAL</b>			\$21,400			
	<b>TOTAL COST TO SCHOOL DISTRICT</b>			\$22,731			

## Lago Vista ISD Total Project Summary



Date: 10/8/21  
Duration: Lago Vista ISD High School Project: October 2021 - Aug 2022  
Documents: 100% Construction Documents Completed - August 24 2021  
Bid Date: September 14, 2021

### Lago Vista ISD - Total Project Summary

Lago Vista ISD Elementary School GMP Includes Alts 1,2, 3, and 4	\$ 14,588,888
Lago Vista ISD High School GMP Includes Alts 1, 2, 3, 4, 7, and 8a	\$ 9,304,615
Lago Vista ISD Middle School Estimated Cost of Construction	\$ 7,164,518
Lago Vista ISD Intermediate School Budget	\$ 3,280,000

Summary of Projects Totals To Date

\$34,338,021



**Lockwood, Andrews  
& Newnam, Inc.**

A LEO A DALY COMPANY



**WEAVER & JACOBS**  
CONSTRUCTORS, INC.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Leave  
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness  
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

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**Availability**

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

**State Leave Proration**

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used.

**Nondiscretionary Use**

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

**Discretionary Use**

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

*Request for  
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays.

**Local Leave**

Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate to a maximum of 20 leave days.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

**Extended Sick Leave**

After all available paid leave days and any applicable compensatory time have been exhausted, an employee shall be granted in a school year a maximum of ten leave days of extended sick leave to be used for the employee's personal illness or injury, including pregnancy-related illness or injury, or for absences related to the illness or injury of a member of the employee's immediate family.

A written request for extended sick leave must be accompanied by medical certification of the illness or injury.

For professional employees, the District shall deduct the average daily rate of pay of a substitute for each day of extended sick leave taken, whether or not a substitute is employed. For employees other than professionals, the District shall deduct an amount equal to one-half the individual employee's daily rate of pay for each day of extended sick leave taken.

**Sick Leave Pool**

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

**Family and Medical Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

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**Note:** See DECA(LEGAL) for provisions addressing FMLA.

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Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

**Temporary Disability Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length

of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

**Workers'  
Compensation**

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**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

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An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

**No Paid Leave  
Offset**

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

**Court Appearances**

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Annual Payment for  
Unused Leave**

Each employee may request annual payment for unused local leave to a maximum of five days per school year.

An employee who wishes to receive payment for unused leave must submit his or her written request in accordance with administrative procedures.

The employee shall receive payment for each day of unused local leave at a rate established by the Board.

Days for which the employee received payment shall not be available to that employee for use in the District.

The rate established by the Board shall be in effect until a new rate is adopted. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.



2709 S. Lamar  
Suite 110  
Austin, Texas 78704

# ESTIMATE

Estimate# : **EST-001352**  
 Estimate Date : **08/26/2021**  
 Expiry Date : **10/31/2021**  
 Reference# : **Fall 2021 Verkada Upgrade**

**Bill To**  
**Russell** Maynard  
 Lago Vista ISD  
 8039 Bar-K Ranch Rd  
 Lago Vista, TX, 78645  
 USA

**Ship To**  
 Russell Maynard  
 Lago Vista ISD  
 8039 Bar-K Ranch Rd  
 Lago Vista, TX, 78645  
 USA

#	Item & Description	Qty	Rate	Amount	Discount	Amount
<b>Hardware</b>						
1	CM41-30-HW CM41 Indoor Mini Dome Camera, 30 Days	31.00	799.00	24,769.00	30.00%	17,338.30
2	CD61-30E-HW Verkada CD61 Outdoor, 4K, Varifocal Lens, 30 days of storage	14.00	1,599.00	22,386.00	30.00%	15,670.20
3	ACC-MNT-2 Verkada Arm Mount Kit	14.00	89.00	1,246.00	30.00%	872.20
4	ACC-MNT-8 Verkada Pendant Cap Mount Kit	14.00	69.00	966.00	30.00%	676.20
<b>Software</b>						
5	LIC-1Y Verkada 1 Year License	45.00	199.00	8,955.00	30.00%	6,268.50
<b>Exterior Camera Installation</b>						
6	IP Camera Installation Provisioning, Installation and Positioning of new IP cameras	14.00	240.00	3,360.00	0.00	3,360.00
7	Articulating Boom Lift 35-45 ft 4WD	1.00	946.69	946.69	0.00	946.69
<b>Sub Total</b>				62,628.69	17,496.60	\$45,132.09

TIPS CONTRACT # 21010

Shipping charge 422.80  
**Total \$45,554.89**

Terms & Conditions  
 Terms & Conditions  
 Upon signature by Customer and receipt by BrightWatch, this Order Form shall become legally binding.  
 Payment Terms: Payment is due within 30 days (Net 30) of shipment of goods.  
 An invoice will be released upon shipment.

**BANK STATEMENTS/INVESTMENTS**

21-22	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
General	\$ 1.00											
General Sweep	\$ 369,526.01											
Lonestar Construction	\$ 41,080,016.54											
Lonestar M & O	\$ 6,064,588.11											
Lonestar I&S	\$ 2,688,002.34											
Texpool M&O	\$ 98,254.41											
Texpool I&S	\$ 197.75											
TOTAL (less Conctruction)	\$ 9,220,569.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Difference	\$ (1,032,924.71)	\$ (9,220,569.62)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INTEREST EARNED</b>												
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Sweep	\$ 50.33											
Lonestar Construction	\$ 2,694.91											
Lonestar M & O	\$ 418.43											
Lonestar I&S	\$ 175.64											
Texpool M&O	\$ 2.28											
Texpool I&S	\$ -											
TOTAL INTEREST	\$ 3,341.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59	\$ 3,341.59
<b>BANK STATEMENTS/INVESTMENTS</b>												
20-21	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug
General	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
General Sweep	\$ 213,172.36	\$ 218,801.34	\$ 528,910.67	\$ 467,538.19	\$ 590,936.28	\$ 519,411.94	\$ 460,318.98	\$ 443,167.26	\$ 248,090.46	\$ 533,616.76	\$ 883,092.82	\$ 754,440.14
Lonestar Construction	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 43,836,837.12	\$ 43,599,501.84	\$ 43,142,974.81	\$ 41,616,021.97	\$ 41,367,369.94
Lonestar M & O	\$ 5,975,093.70	\$ 5,031,467.96	\$ 3,829,766.56	\$ 6,756,349.95	\$ 15,397,016.95	\$ 17,411,322.06	\$ 16,647,629.59	\$ 15,800,201.37	\$ 15,204,534.93	\$ 13,910,016.54	\$ 12,835,177.84	\$ 6,722,778.43
Lonestar I&S	\$ 1,978,212.06	\$ 2,057,196.88	\$ 2,119,964.92	\$ 3,268,019.97	\$ 6,100,861.43	\$ 6,268,737.18	\$ 5,489,808.17	\$ 5,570,575.13	\$ 5,591,156.15	\$ 5,614,425.02	\$ 5,634,337.78	\$ 2,677,824.88
Texpool M&O	\$ 98,205.50	\$ 98,216.65	\$ 98,226.65	\$ 98,234.26	\$ 98,240.86	\$ 98,244.10	\$ 98,245.63	\$ 98,246.75	\$ 98,247.68	\$ 98,248.79	\$ 98,250.34	\$ 98,252.13
Texpool I&S	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75	\$ 197.75
TOTAL (less Conctruction)	\$ 8,264,882.37	\$ 7,405,881.58	\$ 6,577,067.55	\$ 10,590,341.12	\$ 22,187,254.27	\$ 24,297,914.03	\$ 22,696,201.12	\$ 21,912,389.26	\$ 21,142,227.97	\$ 20,156,505.86	\$ 19,451,057.53	\$ 10,253,494.33
Difference		\$ (859,000.79)	\$ (828,814.03)	\$ 4,013,273.57	\$ 11,596,913.15	\$ 2,110,659.76	\$ (1,601,712.91)	\$ (783,811.86)	\$ (770,161.29)	\$ (985,722.11)	\$ (705,448.33)	\$ (9,197,563.20)
<b>INTEREST EARNED</b>												
General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Sweep	\$ 35.11	\$ 33.78	\$ 32.82	\$ 40.96	\$ 48.55	\$ 39.83	\$ 44.86	\$ 53.08	\$ 45.20	\$ 49.61	\$ 67.85	\$ 48.38
Lonestar Construction								\$ 3,508.82	\$ 4,192.46	\$ 3,511.41	\$ 3,307.60	\$ 2,964.16
Lonestar M & O	\$ 1,172.29	\$ 923.98	\$ 623.50	\$ 615.59	\$ 1,595.65	\$ 1,721.80	\$ 1,813.88	\$ 1,624.22	\$ 1,491.33	\$ 1,189.85	\$ 1,057.42	\$ 204.69
Lonestar I&S	\$ 348.22	\$ 339.60	\$ 289.69	\$ 343.30	\$ 640.04	\$ 615.07	\$ 641.41	\$ 554.22	\$ 534.77	\$ 455.09	\$ 441.58	\$ 603.30
Texpool M&O	\$ 11.89	\$ 11.15	\$ 10.00	\$ 7.61	\$ 6.60	\$ 3.24	\$ 1.53	\$ 1.12	\$ 0.93	\$ 1.11	\$ 1.55	\$ 1.79
Texpool I&S	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INTEREST	\$ 1,567.51	\$ 1,308.51	\$ 956.01	\$ 1,007.46	\$ 2,290.84	\$ 2,379.94	\$ 2,501.68	\$ 5,741.46	\$ 6,264.69	\$ 5,207.07	\$ 4,876.00	\$ 3,822.32
Cumulative		\$ 2,876.02	\$ 3,832.03	\$ 4,839.49	\$ 7,130.33	\$ 9,510.27	\$ 12,011.95	\$ 17,753.41	\$ 24,018.10	\$ 29,225.17	\$ 34,101.17	\$ 37,923.49

REVENUES & EXPENDITURES						
September-21						
8.33%	21-22					
	Current Year					
REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET	
57xx	LOCAL TAX REVENUES	\$ 20,238,500	\$ 34,812	\$ 20,203,688	0.17%	
58XX	STATE PROG. REVENUES	\$ 1,078,100	\$ 532,292	\$ 545,808	49.37%	most of this will be book back to PY
59xx	FED PROG REV (SHARS)	\$ 225,000	\$ 2,066	\$ 222,934	0.92%	
79XX	OTHER RESOURCES			\$ -		
	<b>TOTAL REVENUE</b>	\$ 21,541,600	\$ 569,170	\$ 20,972,430	2.64%	
				\$ -		
EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	
11	INSTRUCTION	\$ 9,694,694	\$ 881,687	\$ 8,813,007	9.09%	
12	LIBRARY	\$ 94,357	\$ 6,351	\$ 88,006	6.73%	
13	STAFF DEVELOPMENT	\$ 29,100	\$ 1,410	\$ 27,690	4.85%	
21	INST. ADMINISTRATION	\$ 253,933	\$ 13,553	\$ 240,380	5.34%	
23	SCHOOL ADMINISTRATION	\$ 1,179,135	\$ 91,496	\$ 1,087,639	7.76%	
31	GUID AND COUNSELING	\$ 447,911	\$ 51,051	\$ 396,860	11.40%	
33	HEALTH SERVICES	\$ 164,065	\$ 16,018	\$ 148,047	9.76%	
34	PUPIL TRANSP - REGULAR	\$ 641,400	\$ 54,656	\$ 586,744	8.52%	
36	CO-CURRICULAR ACT	\$ 830,076	\$ 74,452	\$ 755,624	8.97%	
41	GEN ADMINISTRATION	\$ 813,628	\$ 71,416	\$ 742,212	8.78%	
51	PLANT MAINT & OPERATION	\$ 1,806,455	\$ 308,471	\$ 1,497,984	17.08%	
52	SECURITY	\$ 11,850	\$ 630	\$ 11,220	5.32%	
53	DATA PROCESSING	\$ 452,921	\$ 58,357	\$ 394,564	12.88%	
61	COMMUNITY SERVICE			\$ -		
71	DEBT SERVICE			\$ -		
81	CAPITAL PROJECTS			\$ -		
91	STUDENT ATTENDANCE CR	\$ 5,010,075	\$ -	\$ 5,010,075	0.00%	
99	TRAVIS COUNTY APP	\$ 109,000	\$ -	\$ 109,000	0.00%	
0	Transfer Out	\$ 3,000	\$ -	\$ 3,000	0.00%	
	<b>TOTAL EXPENDITURES</b>	\$ 21,541,600	\$ 1,629,548	\$ 19,912,052	7.56%	
September-20						
8.33%	20-21					
	Current Year					
REVENUES		BUDGET	ACTUAL	BALANCE	BUDGET	
57xx	LOCAL TAX REVENUES	\$ 18,781,500	\$ 68,422	\$ 18,713,078	0.36%	
58XX	STATE PROG. REVENUES	\$ 1,434,000	\$ 34,966	\$ 1,399,034	2.44%	
59xx	FED PROG REV (SHARS)	\$ 185,000	\$ 35	\$ 184,965	0.02%	
79XX	OTHER RESOURCES	\$ -	\$ -	\$ -		
	<b>TOTAL REVENUE</b>	\$ 20,400,500	\$ 103,423	\$ 20,297,077	0.51%	
				\$ -		
EXPENDITURES		BUDGET	ACTUAL	BALANCE	BUDGET	
11	INSTRUCTION	\$ 8,655,942	\$ 658,506	\$ 7,997,436	7.61%	
12	LIBRARY	\$ 101,406	\$ 6,511	\$ 94,895	6.42%	
13	STAFF DEVELOPMENT	\$ 29,100	\$ -	\$ 29,100	0.00%	
21	INST. ADMINISTRATION	\$ 257,347	\$ 19,255	\$ 238,092	7.48%	
23	SCHOOL ADMINISTRATION	\$ 1,016,450	\$ 70,348	\$ 946,102	6.92%	
31	GUID AND COUNSELING	\$ 664,236	\$ 50,088	\$ 614,148	7.54%	
33	HEALTH SERVICES	\$ 164,305	\$ 12,975	\$ 151,330	7.90%	
34	PUPIL TRANSP - REGULAR	\$ 622,500	\$ 1,879	\$ 620,621	0.30%	
36	CO-CURRICULAR ACT	\$ 801,405	\$ 49,697	\$ 751,708	6.20%	
41	GEN ADMINISTRATION	\$ 885,751	\$ 53,457	\$ 832,294	6.04%	
51	PLANT MAINT & OPERATION	\$ 1,712,162	\$ 282,798	\$ 1,429,364	16.52%	
52	SECURITY	\$ 11,850	\$ -	\$ 11,850	0.00%	
53	DATA PROCESSING	\$ 432,047	\$ 39,649	\$ 392,398	9.18%	
61	COMMUNITY SERVICE			\$ -		
71	DEBT SERVICE			\$ -		
81	CAPITAL PROJECTS			\$ -		
91	STUDENT ATTENDANCE CR	\$ 4,924,000	\$ -	\$ 4,924,000	0.00%	
99	TRAVIS COUNTY APP	\$ 109,000	\$ 24,158	\$ 84,842	22.16%	
0	Transfer Out			\$ -		
	<b>TOTAL EXPENDITURES</b>	\$ 20,387,501	\$ 1,269,322	\$ 19,118,179	6.23%	

	STATE PAYMENTS 2021-2022											
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG
FSP	\$ 83,392.00											
Per Capita	\$ 30,343.00											
MFS Sped Operations												
NSLP	\$ 48,351.68											
SBP	\$ 10,376.97											
Existing Debt Allotment												
School Lunch Matching												
Prior Reim Program (PPRP)												
Title I Part A	\$ 8,450.98											
Title II Part A	\$ 12,544.21											
Title IV												
IDEA B Pres	\$ 2,660.94											
IDEA B Form	\$ 51,695.87											
IDEA B IEP Analysis												
IMAT												
ESSER Grant	\$ 9,660.00											
PreK												
Ready to Read												
ASAHE												
Teacher Training Reimbursement												
School Safety and Security												
Foundation-Prior YR Payments												
MFS Sped Offeset												
Blended Learning												
AP Initiative												
Recapture Refund	\$ 355,295.00											
	\$ 612,770.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
*denotes FY20 money received in FY21												

	STATE PAYMENTS 2020-2021											
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG
FSP				\$781.00			\$103,734.00	\$5,711.00				\$149,432.00
Per Capita	\$24,077.00	\$48,742.00	\$69,558.00	\$70,449.00				\$44,138.00	\$48,742.00	\$124,067.00	\$48,699.00	
MFS Sped Operations												
NSLP	\$154.02	\$9,206.18	\$10,194.96	\$10,323.20	\$6,680.30	\$3,220.88	\$8,655.02	\$12,311.80	\$14,237.52	\$12,961.50		
SBP		\$3,237.50	\$3,263.18	\$3,741.48	\$2,448.62	\$9,791.24	\$2,973.96	\$3,976.72	\$4,757.68	\$4,470.16		
Existing Debt Allotment				\$52,289.00								\$2,185.00
School Lunch Matching							\$2,587.16					
Prior Reim Program (PPRP)											\$74,854.08	
Title I Part A		\$77,915.23				\$118,421.85			\$33,213.17			
Title II Part A		\$10,450.94				\$8,732.09						
Title IV		\$4,310.78				\$2,290.16			\$6,831.40			
IDEA B Pres		\$977.35				\$165.85						
IDEA B Form		\$87,480.71				\$89,405.69			\$66,578.84			
IDEA B IEP Analysis												
IMAT			\$3,000.00									
ESSER Grant									\$101,512.94			
PreK												
Ready to Read												
ASAHE												
Teacher Training Reimbursement												
School Safety and Security		\$25,000.00										
Foundation-Prior YR Payments		\$9,617.00										
MFS Sped Offeset												\$14,849.00
Blended Learning												
AP Initiative												
Recapture Refund	\$10,889.00	\$104,385.00		\$8,951.00				\$66,284.00				
	\$35,120.02	\$381,322.69	\$86,016.14	\$146,534.68	\$9,128.92	\$232,027.76	\$117,950.14	\$132,421.52	\$275,873.55	\$141,498.66	\$123,553.08	\$166,466.00
	\$70,240.04	\$762,645.38	\$172,032.28	\$292,288.36	\$18,257.84	\$464,055.52	\$132,166.28	\$259,132.04	\$551,747.10	\$282,997.32	\$198,407.16	\$183,500.00
*denotes FY19 money received in FY20												

**TAX COLLECTIONS 2021-2022**

For the Month of September 2021					
	8.33%				
<b>I&amp;S Ratio</b>	<b>26.60%</b>				
<b>M&amp;O Ratio</b>	<b>73.40%</b>				
<u>Date(s)</u>	<u>Amount Collected</u>	<u>M&amp;O</u>	<u>Actual %</u>	<u>I&amp;S</u>	<u>Actual %</u>
9/2/21	\$ 100.70	\$ 73.91	73.40%	\$ 26.79	26.60%
9/3/21	\$ 2,129.63	\$ 1,563.15	73.40%	\$ 566.48	26.60%
9/7/21	\$ 1,060.82	\$ 778.64	73.40%	\$ 282.18	26.60%
9/8/21	\$ 1,724.18	\$ 1,265.55	73.40%	\$ 458.63	26.60%
9/9/21	\$ 940.31	\$ 690.19	73.40%	\$ 250.12	26.60%
9/10/21	\$ 6,268.33	\$ 4,600.95	73.40%	\$ 1,667.38	26.60%
9/11/21	\$ 299.14	\$ 219.57	73.40%	\$ 79.57	26.60%
9/13/21	\$ 3,759.14	\$ 2,759.21	73.40%	\$ 999.93	26.60%
9/14/21	\$ (3,274.47)	\$ (2,403.46)	73.40%	\$ (871.01)	26.60%
9/17/21	\$ 1,299.36	\$ 953.73	73.40%	\$ 345.63	26.60%
9/20/21	\$ 3,884.55	\$ 2,851.26	73.40%	\$ 1,033.29	26.60%
9/21/21	\$ 649.40	\$ 476.66	73.40%	\$ 172.74	26.60%
9/22/21	\$ 8.39	\$ 6.16	73.40%	\$ 2.23	26.60%
9/23/21	\$ (213.15)	\$ (156.45)	73.40%	\$ (56.70)	26.60%
9/24/21	\$ 549.02	\$ 402.98	73.40%	\$ 146.04	26.60%
9/27/21	\$ 579.41	\$ 425.29	73.40%	\$ 154.12	26.60%
9/28/21	\$ 3,029.63	\$ 2,223.75	73.40%	\$ 805.88	26.60%
9/29/21	718.16	\$ 527.13	73.40%	\$ 191.03	26.60%
9/30/21	1828.75	\$ 1,342.30	73.40%	\$ 486.45	26.60%
	\$ 25,341.30	\$ 18,600.51	73.40%	\$ 6,740.79	26.60%
	<b>5711</b>	<b>5712</b>	<b>5719</b>	<b>5716</b>	
	<b>Current Year</b>	<b>Prior Year</b>	<b>Pen &amp; Int</b>	<b>Rendition Pen</b>	<b>Totals</b>
<b>I&amp;S</b>	\$1,177.36	\$1,632.90	\$3,877.00	\$53.53	\$6,740.80
<b>M&amp;O</b>	\$3,248.82	\$4,505.82	\$10,698.20	\$147.67	\$18,600.50
<b>Totals</b>	\$4,426.18	\$6,138.72	\$14,575.20	\$201.20	\$25,341.30
Total I&S	\$2,810.26				
Total M&O	\$7,754.64				
(less P&I)					
Yearly I&S	\$2,810.26				
Yearly M&O	\$7,754.64				
(less P&I)					

Board Report  
 Comparison of Revenue to Budget  
 Lago Vista ISD  
 As of September

Fund 199 / 2 GENERAL FUND

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	20,048,000.00	-18,600.51	-18,600.51	20,029,399.49	.09%
5730 - TUITION & FEES FROM PATRONS	10,000.00	.00	.00	10,000.00	.00%
5740 - INTEREST, RENT, MISC REVENUE	160,500.00	-7,490.31	-7,490.31	153,009.69	4.67%
5750 - REVENUE	20,000.00	-8,720.82	-8,720.82	11,279.18	43.60%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>20,238,500.00</b>	<b>-34,811.64</b>	<b>-34,811.64</b>	<b>20,203,688.36</b>	<b>.17%</b>
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA-FOUNDATION REV	315,600.00	-466,030.00	-466,030.00	-150,430.00	147.66%
5830 - TRS ON-BEHALF	762,500.00	-66,261.73	-66,261.73	696,238.27	8.69%
<b>Total STATE PROGRAM REVENUES</b>	<b>1,078,100.00</b>	<b>-532,291.73</b>	<b>-532,291.73</b>	<b>545,808.27</b>	<b>49.37%</b>
5900 - FEDERAL PROGRAM REVENUES					
5930 - VOC ED NON FOUNDATION	225,000.00	-2,066.19	-2,066.19	222,933.81	.92%
<b>Total FEDERAL PROGRAM REVENUES</b>	<b>225,000.00</b>	<b>-2,066.19</b>	<b>-2,066.19</b>	<b>222,933.81</b>	<b>.92%</b>
<b>Total Revenue Local-State-Federal</b>	<b>21,541,600.00</b>	<b>-569,169.56</b>	<b>-569,169.56</b>	<b>20,972,430.44</b>	<b>2.64%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-9,192,371.00	.00	832,163.65	832,163.65	-8,360,207.35	9.05%
6200 - PURCHASE & CONTRACTED SVS	-177,700.00	22,476.72	19,998.88	19,998.88	-135,224.40	11.25%
6300 - SUPPLIES AND MATERIALS	-213,453.00	11,034.46	29,284.66	29,284.66	-173,133.88	13.72%
6400 - OTHER OPERATING EXPENSES	-40,520.00	825.00	240.00	240.00	-39,455.00	.59%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-70,650.00	.00	.00	.00	-70,650.00	-0.00%
<b>Total Function11 INSTRUCTION</b>	<b>-9,694,694.00</b>	<b>34,336.18</b>	<b>881,687.19</b>	<b>881,687.19</b>	<b>-8,778,670.63</b>	<b>9.09%</b>
12 - LIBRARY						
6100 - PAYROLL COSTS	-83,707.00	.00	6,350.65	6,350.65	-77,356.35	7.59%
6200 - PURCHASE & CONTRACTED SVS	-2,900.00	.00	.00	.00	-2,900.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-6,400.00	.00	.00	.00	-6,400.00	-0.00%
6400 - OTHER OPERATING EXPENSES	-1,350.00	.00	.00	.00	-1,350.00	-0.00%
<b>Total Function12 LIBRARY</b>	<b>-94,357.00</b>	<b>.00</b>	<b>6,350.65</b>	<b>6,350.65</b>	<b>-88,006.35</b>	<b>6.73%</b>
13 - CURRICULUM						
6300 - SUPPLIES AND MATERIALS	-3,700.00	.00	.00	.00	-3,700.00	-0.00%
6400 - OTHER OPERATING EXPENSES	-25,400.00	.00	1,410.00	1,410.00	-23,990.00	5.55%
<b>Total Function13 CURRICULUM</b>	<b>-29,100.00</b>	<b>.00</b>	<b>1,410.00</b>	<b>1,410.00</b>	<b>-27,690.00</b>	<b>4.85%</b>
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-242,558.00	.00	12,424.26	12,424.26	-230,133.74	5.12%
6200 - PURCHASE & CONTRACTED SVS	-1,850.00	.00	.00	.00	-1,850.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-4,400.00	.00	368.59	368.59	-4,031.41	8.38%
6400 - OTHER OPERATING EXPENSES	-5,125.00	.00	760.00	760.00	-4,365.00	14.83%
<b>Total Function21 INSTRUCTIONAL</b>	<b>-253,933.00</b>	<b>.00</b>	<b>13,552.85</b>	<b>13,552.85</b>	<b>-240,380.15</b>	<b>5.34%</b>
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-1,163,610.00	.00	91,495.60	91,495.60	-1,072,114.40	7.86%
6200 - PURCHASE & CONTRACTED SVS	-2,000.00	.00	.00	.00	-2,000.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-6,250.00	.00	.00	.00	-6,250.00	-0.00%
6400 - OTHER OPERATING EXPENSES	-7,275.00	.00	.00	.00	-7,275.00	-0.00%
<b>Total Function23 CAMPUS ADMINISTRATION</b>	<b>-1,179,135.00</b>	<b>.00</b>	<b>91,495.60</b>	<b>91,495.60</b>	<b>-1,087,639.40</b>	<b>7.76%</b>
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-433,611.00	.00	49,504.19	49,504.19	-384,106.81	11.42%
6200 - PURCHASE & CONTRACTED SVS	-1,550.00	.00	.00	.00	-1,550.00	-0.00%
6300 - SUPPLIES AND MATERIALS	-9,350.00	553.13	277.56	277.56	-8,519.31	2.97%
6400 - OTHER OPERATING EXPENSES	-3,400.00	.00	1,269.00	1,269.00	-2,131.00	37.32%
<b>Total Function31 GUIDANCE AND</b>	<b>-447,911.00</b>	<b>553.13</b>	<b>51,050.75</b>	<b>51,050.75</b>	<b>-396,307.12</b>	<b>11.40%</b>
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-159,165.00	.00	15,868.34	15,868.34	-143,296.66	9.97%
6300 - SUPPLIES AND MATERIALS	-3,650.00	190.00	.00	.00	-3,460.00	-0.00%
6400 - OTHER OPERATING EXPENSES	-1,250.00	.00	150.00	150.00	-1,100.00	12.00%
<b>Total Function33 HEALTH SERVICES</b>	<b>-164,065.00</b>	<b>190.00</b>	<b>16,018.34</b>	<b>16,018.34</b>	<b>-147,856.66</b>	<b>9.76%</b>
34 - PUPIL TRANSPORTATION-REGULAR						
6200 - PURCHASE & CONTRACTED SVS	-574,900.00	.00	48,633.71	48,633.71	-526,266.29	8.46%
6300 - SUPPLIES AND MATERIALS	-59,000.00	35,425.16	6,022.40	6,022.40	-17,552.44	10.21%
6400 - OTHER OPERATING EXPENSES	-7,500.00	.00	.00	.00	-7,500.00	-0.00%
<b>Total Function34 PUPIL TRANSPORTATION-</b>	<b>-641,400.00</b>	<b>35,425.16</b>	<b>54,656.11</b>	<b>54,656.11</b>	<b>-551,318.73</b>	<b>8.52%</b>
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-475,846.00	.00	37,536.10	37,536.10	-438,309.90	7.89%
6200 - PURCHASE & CONTRACTED SVS	-60,450.00	1,321.14	5,178.86	5,178.86	-53,950.00	8.57%
6300 - SUPPLIES AND MATERIALS	-96,100.00	4,802.29	4,670.56	4,670.56	-86,627.15	4.86%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
36 - CO-CURRICULAR ACTIVITIES						
6400 - OTHER OPERATING EXPENSES	-197,680.00	2,023.04	27,066.79	27,066.79	-168,590.17	13.69%
<b>Total Function36 CO-CURRICULAR ACTIVITIES</b>	<b>-830,076.00</b>	<b>8,146.47</b>	<b>74,452.31</b>	<b>74,452.31</b>	<b>-747,477.22</b>	<b>8.97%</b>
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-535,467.00	.00	44,649.15	44,649.15	-490,817.85	8.34%
6200 - PURCHASE & CONTRACTED SVS	-152,913.00	.00	10,401.05	10,401.05	-142,511.95	6.80%
6300 - SUPPLIES AND MATERIALS	-5,998.00	.00	299.84	299.84	-5,698.16	5.00%
6400 - OTHER OPERATING EXPENSES	-119,250.00	33,836.51	16,065.73	16,065.73	-69,347.76	13.47%
<b>Total Function41 GENERAL ADMINISTRATION</b>	<b>-813,628.00</b>	<b>33,836.51</b>	<b>71,415.77</b>	<b>71,415.77</b>	<b>-708,375.72</b>	<b>8.78%</b>
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-193,999.00	.00	16,122.57	16,122.57	-177,876.43	8.31%
6200 - PURCHASE & CONTRACTED SVS	-1,293,300.00	269,821.69	73,892.49	73,892.49	-949,585.82	5.71%
6300 - SUPPLIES AND MATERIALS	-108,131.00	9,914.02	10,981.69	10,981.69	-87,235.29	10.16%
6400 - OTHER OPERATING EXPENSES	-211,025.00	125.00	207,474.00	207,474.00	-3,426.00	98.32%
<b>Total Function51 PLANT MAINTENANCE &amp;</b>	<b>-1,806,455.00</b>	<b>279,860.71</b>	<b>308,470.75</b>	<b>308,470.75</b>	<b>-1,218,123.54</b>	<b>17.08%</b>
52 - SECURITY						
6200 - PURCHASE & CONTRACTED SVS	-11,250.00	1,730.00	630.00	630.00	-8,890.00	5.60%
6300 - SUPPLIES AND MATERIALS	-600.00	.00	.00	.00	-600.00	-.00%
<b>Total Function52 SECURITY</b>	<b>-11,850.00</b>	<b>1,730.00</b>	<b>630.00</b>	<b>630.00</b>	<b>-9,490.00</b>	<b>5.32%</b>
53 - DATA PROCESSING						
6100 - PAYROLL COSTS	-268,656.00	.00	23,413.83	23,413.83	-245,242.17	8.72%
6200 - PURCHASE & CONTRACTED SVS	-87,465.00	5,910.00	23,858.81	23,858.81	-57,696.19	27.28%
6300 - SUPPLIES AND MATERIALS	-17,800.00	999.38	6,417.20	6,417.20	-10,383.42	36.05%
6400 - OTHER OPERATING EXPENSES	-4,000.00	.00	.00	.00	-4,000.00	-.00%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-75,000.00	16,399.75	4,667.50	4,667.50	-53,932.75	6.22%
<b>Total Function53 DATA PROCESSING</b>	<b>-452,921.00</b>	<b>23,309.13</b>	<b>58,357.34</b>	<b>58,357.34</b>	<b>-371,254.53</b>	<b>12.88%</b>
91 - CHAPTER 41 PAYMENT						
6200 - PURCHASE & CONTRACTED SVS	-5,010,075.00	.00	.00	.00	-5,010,075.00	-.00%
<b>Total Function91 CHAPTER 41 PAYMENT</b>	<b>-5,010,075.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-5,010,075.00</b>	<b>-.00%</b>
99 - PAYMENT TO OTHER GOVERN ENT						
6200 - PURCHASE & CONTRACTED SVS	-109,000.00	.00	.00	.00	-109,000.00	-.00%
<b>Total Function99 PAYMENT TO OTHER</b>	<b>-109,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-109,000.00</b>	<b>-.00%</b>
8000 - OTHER USES						
00 - DISTRICT WIDE						
8900 - OTHER USES-TRANSFERS OUT	-3,000.00	.00	.00	.00	-3,000.00	-.00%
<b>Total Function00 DISTRICT WIDE</b>	<b>-3,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-3,000.00</b>	<b>-.00%</b>
<b>Total Expenditures</b>	<b>-21,541,600.00</b>	<b>417,387.29</b>	<b>1,629,547.66</b>	<b>1,629,547.66</b>	<b>-19,494,665.05</b>	<b>7.56%</b>

Fund 240 / 2 SCHOOL BRKFST & LUNCH PROGRAM

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5750 - REVENUE	147,000.00	-4,172.80	-4,172.80	142,827.20	2.84%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>147,000.00</b>	<b>-4,172.80</b>	<b>-4,172.80</b>	<b>142,827.20</b>	<b>2.84%</b>
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	4,500.00	.00	.00	4,500.00	.00%
<b>Total STATE PROGRAM REVENUES</b>	<b>4,500.00</b>	<b>.00</b>	<b>.00</b>	<b>4,500.00</b>	<b>.00%</b>
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	437,000.00	-58,728.65	-58,728.65	378,271.35	13.44%
<b>Total FEDERAL PROGRAM REVENUES</b>	<b>437,000.00</b>	<b>-58,728.65</b>	<b>-58,728.65</b>	<b>378,271.35</b>	<b>13.44%</b>
7000 - OTHER RESOURCES-NON-OPERATING					
7900 - OTHER RESOURCES/TRANSFER IN					
7910 - OTHER RESOURCES	3,000.00	.00	.00	3,000.00	.00%
<b>Total OTHER RESOURCES/TRANSFER IN</b>	<b>3,000.00</b>	<b>.00</b>	<b>.00</b>	<b>3,000.00</b>	<b>.00%</b>
<b>Total Revenue Local-State-Federal</b>	<b>591,500.00</b>	<b>-62,901.45</b>	<b>-62,901.45</b>	<b>528,598.55</b>	<b>10.63%</b>

Fund 240 / 2 SCHOOL BRKFST & LUNCH PROGRAM

As of September

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
35 - FOOD SERVICES						
6300 - SUPPLIES AND MATERIALS	-591,500.00	.00	.00	.00	-591,500.00	-.00%
<b>Total Function35 FOOD SERVICES</b>	<b>-591,500.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-591,500.00</b>	<b>-.00%</b>
<b>Total Expenditures</b>	<b>-591,500.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-591,500.00</b>	<b>-.00%</b>

Board Report  
Comparison of Revenue to Budget  
Lago Vista ISD  
As of September

Fund 599 / 2 DEBT SERVICE FUND

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	7,050,000.00	-6,740.79	-6,740.79	7,043,259.21	.10%
5740 - INTEREST, RENT, MISC REVENUE	3,685.00	-175.64	-175.64	3,509.36	4.77%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>7,053,685.00</b>	<b>-6,916.43</b>	<b>-6,916.43</b>	<b>7,046,768.57</b>	<b>.10%</b>
<b>Total Revenue Local-State-Federal</b>	<b>7,053,685.00</b>	<b>-6,916.43</b>	<b>-6,916.43</b>	<b>7,046,768.57</b>	<b>.10%</b>

Board Report  
Comparison of Expenditures and Encumbrances to Budget  
Lago Vista ISD  
As of September

Fund 599 / 2 DEBT SERVICE FUND

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6500 - DEBT SERVICE	-7,053,685.00	.00	.00	.00	-7,053,685.00	-.00%
<b>Total Function71 DEBT SERVICES</b>	<b>-7,053,685.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-7,053,685.00</b>	<b>-.00%</b>
<b>Total Expenditures</b>	<b>-7,053,685.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-7,053,685.00</b>	<b>-.00%</b>

## Comparison of Revenue to Budget

Lago Vista ISD

As of September

Fund 711 / 2 LITTLE VIKINGS DAYCARE

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5730 - TUITION & FEES FROM PATRONS	126,606.00	-11,671.56	-11,671.56	114,934.44	9.22%
<b>Total REVENUE-LOCAL &amp; INTERMED</b>	<b>126,606.00</b>	<b>-11,671.56</b>	<b>-11,671.56</b>	<b>114,934.44</b>	<b>9.22%</b>
5800 - STATE PROGRAM REVENUES					
5830 - TRS ON-BEHALF	.00	-662.15	-662.15	-662.15	.00%
<b>Total STATE PROGRAM REVENUES</b>	<b>.00</b>	<b>-662.15</b>	<b>-662.15</b>	<b>-662.15</b>	<b>.00%</b>
<b>Total Revenue Local-State-Federal</b>	<b>126,606.00</b>	<b>-12,333.71</b>	<b>-12,333.71</b>	<b>114,272.29</b>	<b>9.74%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
6000 - EXPENDITURES						
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-120,506.00	.00	10,042.00	10,042.00	-110,464.00	8.33%
6200 - PURCHASE & CONTRACTED SVS	-500.00	.00	.00	.00	-500.00	-.00%
6300 - SUPPLIES AND MATERIALS	-1,500.00	107.15	.00	.00	-1,392.85	-.00%
6400 - OTHER OPERATING EXPENSES	-4,100.00	2,100.24	2,871.41	2,871.41	871.65	70.03%
<b>Total Function 61 COMMUNITY SERVICES</b>	<b>-126,606.00</b>	<b>2,207.39</b>	<b>12,913.41</b>	<b>12,913.41</b>	<b>-111,485.20</b>	<b>10.20%</b>
<b>Total Expenditures</b>	<b>-126,606.00</b>	<b>2,207.39</b>	<b>12,913.41</b>	<b>12,913.41</b>	<b>-111,485.20</b>	<b>10.20%</b>