



Mission Consolidated Independent School District

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Notice and Agenda

The Board of Trustees of the Mission Consolidated Independent School District will hold a **Board of Trustees WORKSHOP** on **Wednesday, October 6, 2021, at 6:30 PM** in the **Mission CISD Annex, 925 E. Business HWY. 83, Mission, Tx 78572**. At this meeting, the Board may deliberate or act on any of the subjects listed on the following agenda. The President may change the order of items listed below for the convenience of the Board.

I. Call to Order

II. Call Meeting to order and acknowledge Board Members Present

III. Public Comment(s) on Specific Agenda Item(s)

IV. Superintendent's Update

V. TRANSFORMING TEACHING and LEARNING

1. Presentation(s) to the Board

- a. Bilingual/ESL Program Evaluation** 4
- b. Campus and District Improvement Plans** 5

2. Discussion

- a. Resolution for Local Remote Learning** 7
- b. Additional Professional Development for Integrating Social-Emotional Techniques** 9
- c. Comprehensive Intervention Services (K-2) (3-8) (EOC) #212-22-1** 10
- d. Purchase Migrant Camps #233-22-0** 11
- e. Remote Homebound Waiver for General Education** 13
- f. Remote Homebound Waiver for Special Education** 15

VI. FACILITIES/ENVIRONMENT

1. Construction Projects

- a. Final Completion, Less Betterment Fund Allowance and Final Payment, for the Child Nutrition Program (CNP) Chiller Project – DBR Engineering** 17
- b. Final Completion, Less Betterment Fund Allowance and Final payment, for the Central Office Chiller Replacement Project – DBR Engineering** 20
- c. Schematic Design for the Field Events for the Middle School Project – Javier Hinojosa Engineering** 24
- d. The Best and Final Offer (BAFO) and to Enter Into Contract for Professional Design Services for the Architect / Engineering / Testing Services for Various District Projects** 35
- e. To Enter Into Negotiations with all Firms for General Construction Services – Job Order Contracting Status** 96

f. Report on the Tom Landry Stadium Repairs – Ricardo Hinojosa Structural Engineering	101
g. Status Report on the Installation of Canopies and Sidewalks at the Mission High School Special Education 18+ Program – PBK Architects	164
h. Change Proposal Request #01 for Sixty (60) Delay Days for the Maintenance Warehouse Structural Project – PBK Architects	168
i. Change Proposal Request #02R for Electrical Panel Upgrade for the Maintenance Warehouse Structural Project – PBK Architects	176
VII. <u>SUPPORT SERVICES</u>	
1. Presentation(s) to the Board	
a. District Climate Survey Administered by TASB	
2. Discussion	
a. Second Reading and Adoption of Locally Developed and TASB-Initiated Localized Policies including Update 117, Affecting Local Policies:	186
(1) CV (LOCAL): Facilities Construction	
(2) DEC (LOCAL): Compensation and Benefits – Leaves and Absences	
(3) FFAC (LOCAL): Wellness and Health Services - Medical Treatment	
b. Recommendation of possible positions for next Board Meeting:	
(1) Assistant Coordinator for Maintenance	
(2) Computer Programmer/Analyst	
(3) ESSER III, Social Worker	
(4) O’Grady Assistant Principal	
(5) CNP Dietician	
VIII. <u>FINANCE</u>	
1. Presentation(s) to the Board	
a. PNC formally BBVA Compass Bank Credit Card Program	
b. Bonfire Purchasing Bids	194
c. Paperless Initiative - E-transcript Solution	
2. Discussion	
a. Discussion Regarding Contract for Delinquent Tax Attorney Services	
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c. Proclamation in Support of National School Lunch Week in Mission CISD	209
d. Operating Transfer from General Fund to Self-Funded Health Insurance Fund	211
e. Bids, Proposals and Purchases of \$50,000 and Over	
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(2) Award Purchase of Migrant Camps 233-22-0	220
(3) Award Purchase of Clear Student Desk Shields 300-22-1	223
(4) Award Purchase of Insurance and Employee Benefits Consulting Services 499-22-0	226
(5) Award Purchase of Operable Partition 902-22-0	227
(6) Award Purchase of Web Filter Software	230
(7) Award Purchase of Survey Software	239
(8) Award Purchase of Professional Development for Integrating Social-Emotional Techniques	240
f. Discussion and Guidance Regarding Evaluation and Ranking of Construction and Professional Services	

g. Supplemental Budget Amendment for the Month of October 2021	248
h. Donations	250
3. Informational	
a. Tax Levy Adjustments for the Month of August 2021	252
b. Cash Disbursements for the Month of August 2021	257
c. Financial Reports for the Months of July and August 2021	258
(1) General Fund	
(2) Debt Service	
(3) Self-Funded Health Insurance Fund - June through August 2021	263
d. Financial Integrity Rating System of Texas (FIRST)	
IX. Adjournment	

In accordance with the Texas Open Meetings Act, the Board may enter into a closed meeting to deliberate any item that is listed above that fits within an exception listed in Subchapter D. Any final action, decision, or vote on a subject deliberated in closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act.

This Notice was posted by 6:00 p.m., on October 1, 2021



 Dr. Carol G. Perez, Superintendent of Schools
 Mission Consolidated Independent School District

SUBJECT: Bilingual/ESL Program Annual Evaluation Presentation

PRESENTER: Angelina Martinez, Director for Bilingual/ESL Education

BACKGROUND INFORMATION

As per Texas Education Code (TEC) §29.053, all school districts are required to conduct annual evaluations of their Bilingual Education and English as a Second language (ESL) programs. The evaluation should consist of a full range of data that will determine program effectiveness to ensure student academic success. The annual evaluation report shall be presented to the board of trustees before November 1st of each year and the report shall be retained at the school district level in accordance with TEC, §29.062.

ADMINISTRATIVE CONSIDERATIONS

N/A

FUNDING SOURCE / AMOUNT

N/A

RECOMMENDATION:

N/A

CONTACT PERSON(S)

Dr. Sharon Roberts, Deputy Superintendent for Curriculum & Instruction
Angelina Martinez, Director for Bilingual/ESL Education

SUBJECT: Approval of District and Campus Improvement Plans

PRESENTER: Kim Risica, Executive Director for Special Programs & School Improvement

BACKGROUND INFORMATION

The Board shall approve and periodically review the District's mission and goals to improve student performance. The mission, goals, and the approved district and campus objectives shall be mutually supportive and shall support the state goals and objectives under Education Code, Chapter 4.

The Board shall ensure that the district and campus improvement plans, as applicable, address all elements required by federal law for receipt of Title I, Part A funds, including elements pertaining to family and community engagement.

The Board shall ensure that administrative procedures meet legal requirements in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization; adequately reflect the district's planning process; and include implementation guidelines, time frames, and necessary resources. BQ (LOCAL).

ADMINISTRATIVE CONSIDERATIONS

The District and Campus Improvement Plans were developed and revised in September 2021, and address the identified areas of need included in the comprehensive needs assessment. The required members identified in BQA (Local) developed these plans. The District and Campus Improvement Plans, which include the district's mission and goals to improve student performance, address all the elements required by federal law for receipt of Title I, Part A funds, and ensure that administrative procedures meet legal requirements, need to be board approved.

RECOMMENDATION:

Approval of District and Campus Improvement Plans

FUNDING SOURCE / AMOUNT

Not applicable

CONTACT PERSON(S)

Dr. Sharon Roberts, Deputy Superintendent for Curriculum & Instruction

Kim Risica, Executive Director for Special Programs & School Improvement

Campus Improvement Plan Presentation Schedule
2021-2022

<u>Board Workshop</u> <u>October 6, 2021</u>	
Veterans Memorial High School	3-5 min
Mission Collegiate High School	3-5 min
Roosevelt Alternative	3-5 min
Mission Jr. High School	3-5 min
R. Cantu Jr. High School	3-5 min
Castro Elementary	3-5 min
Salinas Elementary	3-5 min
Alton Elementary	3-5 min
Bryan Elementary	3-5 min
Midkiff Elementary	3-5 min
Mims Elementary	3-5 min

<u>MCISD Board Meeting</u> <u>October 20, 2021</u>	
Mission High School	3-5 min
K. White Jr. High School	3-5 min
Alton Memorial Jr High School	3-5 min
O’Grady Elementary	3-5 min
Pearson Elementary	3-5 min
Leal Elementary	
Marcell Elementary	3-5 min
Cantu Elementary	3-5 min
Cavazos Elementary	3-5 min
Escobar-Rios Elementary	3-5 min
Waitz Elementary	3-5 min
Mission CISD DIP	3-5 min

Note: This resolution only needs to be adopted if the board decides to offer a local remote learning program in accordance with Education Code 29.9091.

Resolution of the Board Regarding Local Remote Learning Program

WHEREAS, pursuant to Education Code 29.9091, a district may operate a local remote learning program in accordance with the statutory requirements;

WHEREAS, pursuant to Education Code 25.9091(c), a district offering a local remote learning program may provide a virtual course through remote synchronous instruction, asynchronous instruction, or a combination of synchronous and asynchronous instruction, and proposed amendments to the *Student Attendance Accounting Handbook* provide that a board-approved local policy determines which instructional methods and attendance-taking methods the district will use; and

WHEREAS, pursuant to Education Code 25.092, a district may adopt a policy to exempt students from the minimum attendance requirements for class credit or a final grade for one or more courses offered under a remote learning program provided under Education Code 29.9091.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Mission Consolidated Independent School District through this resolution, which has the effect of board-adopted policy, approves the following provisions:

- The Board authorizes the District to operate a local remote learning program as permitted by law and employ the following instructional and attendance-taking methods in providing its remote learning program:
 - Remote asynchronous instruction, with attendance determined through a daily attendance measure as described in the District’s asynchronous instructional plan; or

oThe authority granted by this resolution shall apply for the 2021–22 school year, unless the Board takes further action.

Adopted this _____ (date) day of _____ (month), _____ (year), by the Board of Trustees.

Presiding Officer

Secretary

Note: This resolution only needs to be adopted if the board decides to offer a local remote learning program in accordance with Education Code 29.9091.

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WHEREAS, pursuant to Education Code 25.092, a district may adopt a policy to exempt students from the minimum attendance requirements for class credit or a final grade for one or more courses offered under a remote learning program provided under Education Code 29.9091.

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 - Remote asynchronous instruction, with attendance determined through a daily attendance measure as described in the District’s asynchronous instructional plan; or

oThe authority granted by this resolution shall apply for the 2021–22 school year, unless the Board takes further action.

Adopted this _____ (date) day of _____ (month), _____ (year), by the Board of Trustees.

Presiding Officer

Secretary

SUBJECT: Consideration and Approval of Additional Professional Development for Integrating Social-Emotional Techniques

PRESENTER: Dr. Sharon Roberts, Deputy Superintendent for Curriculum and Instruction

BACKGROUND INFORMATION

In May and June, the Mission CISD Board of Trustees awarded Capturing Kids’ Hearts the solicitation #230-21-10 to provide campus-wide and district-wide professional development targeting the affective domain, while addressing the learning gaps. Sessions were held throughout the summer and the beginning of the school year. For various reasons, not all teachers were able to participate in the Capturing Kids’ Hearts social-emotional learning professional development, so five additional sessions are needed for our teachers to learn techniques to support our students returning to school amidst a pandemic. Capturing Kids’ Hearts provides transformational techniques to integrate social-emotional learning to equip educators to build positive relationships with students, impact cultural change, and ensure student connectedness.

ADMINISTRATIVE CONSIDERATIONS

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a) requiring an approved method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater.

A summary of the response review and evaluation process is as follows:

- 1. Number of responses received 9
- 2. Number of vendors awarded 1

FUNDING SOURCE / AMOUNT

Federal Funds – approximately \$112,500 for five additional training sessions for 250 teachers

RECOMMENDATION:

Administration recommends approval of additional professional development for integrating social-emotional techniques through The Flippen Group – Capturing Kids’ Hearts

CONTACT PERSON(S)

Dr. Sharon Roberts, Deputy Superintendent for Curriculum & Instruction
Joel Garcia, Assistant Superintendent for Finance
Edilberto Flores, Executive Director for MHS Vertical Team
Cynthia Wilson, Executive Director for VMHS Vertical Team
Kim Risica, Executive Director for Special Programs and School Improvement
Dora Garcia, Coordinator for Purchasing

SUBJECT: Award Contracts for Comprehensive Intervention Services for HB 4545 – 212-22-1

PRESENTER: Dr. Sharon Roberts, Deputy Superintendent for Curriculum and Instruction

BACKGROUND INFORMATION

The 87th Regular Legislative Session passed House Bill 4545 requiring accelerated instruction for all students who did not take or did not pass Spring 2021 state assessments. Each student must receive supplemental instruction (tutoring) before or after school, or embedded in the school day. For each reading, math, science, or social studies assessment that was not passed, 30 hours of supplemental accelerated instruction is required. Over 7,700 assessments were not passed, requiring over 230,000 hours of accelerated instruction. Due to the vast amount of tutoring needed, the district submitted a solicitation for comprehensive intervention services including the tutor and materials to meet this need.

ADMINISTRATIVE CONSIDERATIONS

In August 2021, Request for Proposals was selected as a procurement method based on estimated expenditure requiring a method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater. TEC Sec 44.031(a)

A summary of the response review and evaluation process is as follows:

1. Number of responses received 4
2. Number of vendors awarded

FUNDING SOURCE AND AMOUNT

ESSER III Funds, Estimated Cost:

RECOMMENDATION

Award Contracts for Comprehensive Intervention Services for HB 4545

CONTACT PERSON (S)

Dr. Sharon Roberts, Deputy Superintendent for Curriculum and Instruction
Joel Garcia, Assistant Superintendent for Finance
Edilberto Flores, Executive Director for MHS Vertical Team
Cynthia Wilson, Executive Director for VMHS Vertical Team
Kim Risica, Executive Director for Special Programs and School Improvement
Francisca Cruz, Executive Director for Special Education, Section 504, RTI, Dyslexia
Dora Garcia, Coordinator for Purchasing

SUBJECT: Award Purchase Migrant Camps #233-22-0

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

The College & Career Success Migrant Camps will be offered to Migrant 1st-12th grade students.

The opportunities are research-based Migrant student camps with House Bill 5 endorsements:

- core subjects and 21st century themes
- alignment with our vision and mission statements for Mission CISD with leadership, technology and innovation skills
- information on media and communication skills
- college, career, and life skills incorporated
- family engagement sessions on college and career success
- camp themes aligned for students to become HB 5 ready
- academic enrichment activities aligned with STAAR test objectives

Approximately 100 students will have the opportunity to attend the College & Career Success Migrant Camps.

ADMINISTRATIVE CONSIDERATIONS

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a) requiring an approved method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater.

A summary of the response review and evaluation process is as follows:

1. Number of responses received 1
2. Number of vendors awarded 1

FUNDING SOURCE AND AMOUNT

Respective campus and departmental budgets

Estimated \$60,000

RECOMMENDATION

Administration recommends awarding contract to Vision Ed Group dba College 1st Program

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Dora Garcia, Coordinator for Purchasing

SUBJECT: Remote Homebound Instruction Waiver for General Education

PRESENTER: Francisca Cruz, Executive Director for Special Education, Section 504, RtI and Dyslexia

BACKGROUND INFORMATION

In accordance with the State Waiver Guidebook: A Guide to State Waivers for Districts and Charter Schools,

“If your school district provides remote homebound instruction to an eligible regular education student, your district may, with the approval of a waiver request, count the student in attendance for FSP funding purposes provided that all requirements of the homebound program are met except for face-to-face instruction from the homebound teacher.

If a waiver is granted, the affected student will generate attendance (eligible days present) according to the homebound funding provisions in 3.7. GEH Funding Chart or 9.10 Confinement and Earning Eligible Days Present, as applicable.”

The district currently has a student who meets eligibility for remote homebound instruction and is seeking approval of the waiver application request. In addition, the district is requesting the board to provide the superintendent or her designee the authority for approval and submission of individual student waivers for remote homebound instruction for this and any additional remote homebound waivers needed for this school year.

ADMINISTRATIVE CONSIDERATIONS

Approve the Remote Homebound Waiver Application request and provide superintendent or her designee the authority for approval and submission of individual student waivers for remote homebound instruction for the 2021-2022 school year.

FUNDING SOURCE AND AMOUNT

NA

RECOMMENDATION

Approval of the Remote Homebound Waiver Application request and grant authority to superintendent or her designee to approve and submit individual student waivers for remote homebound instruction for the 2021-2022 school year.

CONTACT PERSON (S)

Dr. Sharon Roberts, Deputy Superintendent for Curriculum and Instruction
Francisca Cruz, Executive Director for Special Education, Section 504, RtI and Dyslexia

SUBJECT: Remote Homebound Instruction Waiver for Special Education

PRESENTER: Francisca Cruz, Executive Director for Special Education, Section 504, Rtl and Dyslexia

BACKGROUND INFORMATION

In accordance with the State Waiver Guidebook: A Guide to State Waivers for Districts and Charter Schools, "If your school district provides remote homebound instruction to a special education student, your district may, with the approval of a waiver request, count the student in attendance for FSP funding purposes, including weighted funding purposes, provided that the following requirements are met:

- The student's ARD committee must have determined, in a manner consistent with state and federal law, that remote homebound instruction to be provided meets the needs of the student.
- The ARD committee must have documented that determination in the student's IEP.
- All requirements related to the provision of special education homebound instruction must be met except for face-to-face instruction from the homebound teacher."

The district currently has students who meet eligibility for remote homebound instruction and is seeking approval of the waiver application requests. In addition, the district is requesting the board to provide the superintendent or her designee the authority for approval and submission of individual student waivers for remote homebound instruction for these and any additional remote homebound waivers needed for this school year.

ADMINISTRATIVE CONSIDERATIONS

Approve the Remote Homebound Waiver Application requests and provide superintendent or her designee the authority for approval and submission of individual student waivers for remote homebound instruction for the 2021-2022 school year.

FUNDING SOURCE AND AMOUNT

NA

RECOMMENDATION

Approval of the Remote Homebound Waiver Application requests and grant authority to superintendent or her designee to approve and submit individual student waivers for remote homebound instruction for the 2021-2022 school year.

CONTACT PERSON (S)

Dr. Sharon Roberts, Deputy Superintendent for Curriculum and Instruction

Francisca Cruz, Executive Director for Special Education, Section 504, RtI and Dyslexia

SUBJECT: Final completion, less betterment fund allowance and final payment, for the Child Nutrition Program (CNP) Chiller Project – DBR Engineering

PRESENTER: Ricardo Rivera, Assistant Superintendent for Operations

BACKGROUND INFORMATION

Due to reaching the equipment's maximum life expectancy and efficiency, the CNP Department is requesting the chillers at CNP to be replaced. This contract is for the material and labor needed to install the chillers that are provided by Mission CISD.

The purchase will be made a Purchasing Cooperative. Using an inter-local purchase co-op complies with purchase requirements of TEC 44.031a(5) and local board policy requiring an approved purchasing method for contracts valued at \$50,000 or more.

Pricing has been compared to recent prior similar purchases and recommends approval of purchase.

DBR Engineering is the on-call HVAC Engineering services for year 2018-2019.

At the Regular Board of meeting held January 22, 2020, the Board approved competitive-sealed proposals as a method of delivery for awarding the contract for relocation of chillers #500-20-0.

Advertisements in the local newspapers were posted on October 21, 2020 and October 28, 2020. Proposals were publicly opened January 27, 2021. Pre-ranking of the proposals were conducted by Ms. Lorena Garcia, Mr. Ricardo Rivera, Ms. Dora Garcia, Mr. Carlos Lerma, Ms. Rumalda Ruiz and Ms. Daisy Cuevas.

Pre-ranking of proposals by Administration is a district process to pre-check if all requested documents and information in the Request for Proposals (RFP) was submitted. In prior years the Evaluation and Selection Committee conducted the formal evaluation. The pre-ranking of proposals was then unofficial. The Request for Proposal (RFP) package includes document CSP – 00350 Evaluation and Selection Criteria for Competitive Sealed Proposals which defines this portion of the procurement process. The District Evaluation and Selection Committee is comprised of three (3) Board of Trustees Facilities Committee Members and one (1) appointed Administration Staff. The Evaluation and Selection Committee will evaluate, rank and publish all proposals. The Evaluation and Selection criteria has been approved by the Mission C. I. S. D.'s Board. Once the M. C. I. S. D. Board of Trustees approves the ranking, the District Evaluation and Selection Committee then authorized Administration to negotiate a contract with the highest-ranking Proposer.

However, since the district no longer has a Facilities/Environment Committee and we now use the Board of Trustees Work Shop format Administration presents the option of presenting Consideration and Approval to Accept Administrations Rankings and Enter into Negotiations in the Order of Ranking for the CNP Chiller Project.

Four proposals were submitted for this project and were ranked by the Administration Committee. The Board must now consider the rankings and approve to enter into negotiations with the top ranked firms in the order selected. Rankings listed below:

<u>Company</u>	<u>Base Proposal</u>	<u>Days</u>	<u>Total Points</u>
Johnson Controls	\$116,196.44	90	89.0
Central Air & Heating	\$156,775.00	120	77.4
Quantum Mechanical	\$172,068.00	60	63.4
Refco	\$170,000.00	150	40.8

At the Regular Board Meeting February 10, 2021, the Board approved to negotiate with the top rank vendor, Johnson Controls.

Initial project negotiations were held on February 25, 2021, with Mr. Adalberto Cavazos, Johnson Controls, Mr. Carlos Lerma and myself. During the negotiations Johnson Controls Offers as their Best and Final Offer \$116,196.44 with no decrease in their initial proposal. However, they do request and additional 20 days for installation.

Administration is to present Consideration and Approval to Accept the Best and Final Offer (BAFO) and to Enter Into Contract for the CNP Office Chiller Project and believes that the additional days is a reasonable request.

The Board of Trustees has the option to accept this BAFO, the initial base proposal, to decline the offer and direct Administration to enter into negotiations with the next contractor or to reject all offers and re-advertise for the project using the same specifications and design or direct the engineer to re-design the project to meet the approved budget.

<u>Company</u>	<u>Base Proposal</u>	<u>Days</u>
Johnson Controls	\$116,196.44	120

Original Price: \$116,196.44

BAFO: \$116,196.44

At the Special Board Meeting held on March 03, 2021, the Board approved Johnson Controls as the awarded vendor. Notice to Proceed was issued on April 07, 2021, with 110 days substantial completion to be achieved on July 26, 2021.

At the Regular Board of Trustees meeting held on August 11, 2021, the Board approved Change Order #1 for Twenty-eight (28) Delay Days for the Child Nutrition Program (CNP) Project. If approved the new substantial

completion will be August 23, 2021.

At the Regular Board meeting held on September 8, 2021, the Board approved Substantial Completion for the Child Nutrition Program (CNP) Chiller Project.

ADMINISTRATIVE CONSIDERATION

As per DBR Engineering and Jonson Controls, the Child Nutrition Program (CNP) Chiller Project is completed, thus they present at this time final completion, less betterment fund allowance and final payment, for the Child Nutrition Program (CNP) Chiller Project.

FUNDING SOURCE / AMOUNT

CNP Funds

Total Budget: \$116,196.44

RECOMMENDATION

Administration presents final completion, less betterment fund allowance and final payment, for the Child Nutrition Program (CNP) Chiller Project.

EXHIBIT

N/A

CONTACT PERSONS

Ricardo Rivera, Assistant Superintendent for Operations
Adrian Hernandez, Coordinator for Project & Energy Management

SUBJECT: Final completion, less betterment fund allowance and final payment, for the Central Office Chiller Replacement Project –DBR Engineering

PRESENTER: Ricardo Rivera, Assistant Superintendent for Operations

BACKGROUND INFORMATION

The chiller at the Central Office building continues to be utilized at above maximum capacity with having no redundancy. The current backup chiller is approximately 30 years old and has served its maximum life expectancy and efficiency. Continuous issues have arisen with the unit burning motors, controls, wiring with continual leaks. Frequent and recent electrical storms have made an impact on this old unit. Service continuously has to be conducted on this building A/C chiller which affects the operations of our district, especially during the hot and warm months of the year. In July of 2018, a 70 ton chiller was installed to replace the main chiller which had also met its life expectancy.

At the Regular Board of Trustee meeting held on October 09, 2019 the Board approved the Project and Proposed Budget for the Central Office Second Chiller Backup Project.

The purchase will be using the Buyboard inter-local purchase coop.

Using an inter-local purchase co-op complies with the purchase requirement of TEC 44.031a(5) requiring and approval purchasing method for contracts valued \$50,000 or more. Responses will be reviewed and analyzed to select a qualified vendor(s) whose proposal best met the specifications and provided the “Best Value”.

If MCISD is to proceed with this project, The Board of Trustees must take the following action in accordance with Education Code 44.035.

Select or designate an engineer or architect to prepare construction documents for the project. The engineer or architect selected or designated will have full responsibility for complying with the Texas Engineering Practice Act (Article 3271a, Vernon’s Texas Civil Statutes) or Chapter 478, Acts of the 45th Legislature, Regular Session, 1937 (Article 249a, Vernon’s Texas Civil Statutes), as applicable.

The selected architect/engineer along with preparing construction documents will be required to provide MCISD with an estimated project budget.

If the engineer or architect is not a full-time employee of the District, the Board must select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code.

Current and/or past MEP engineers that have worked with MCISD are listed below, the Board of Trustees may select from one of these engineers on the basis of demonstrated competence and qualifications or may direct

Administration to seek for Request for Qualifications (RFQ's) on an engineer or architect.

PBK Architects (LEAF MEP)
DBR MEP
Trinity MEP
MEP Solutions
Halff Associates

The Board approved for Request for Qualification (RFQ's) for an engineer or architect for this project.

At the Special Board of Trustees meeting held on January 29, 2020, the Board approved the ranking and selection for professional services for the district-wide construction projects the selected firm awarded to negotiate was DBR Engineering.

At the Regular Board of Trustees meeting held on February 12, 2020 the Board approved to grant authority to Superintendent Dr. Perez, to authorize the negotiations the contract for professional services for the district-wide construction projects. The selected firm awarded the project was DBR Engineering.

Advertisements in the local newspapers were posted on October 21, 2020 and October 28, 2020. Proposals were publicly opened January 27, 2021. Pre-ranking of the proposals were conducted by Ms. Lorena Garcia, Mr. Ricardo Rivera, Ms. Dora Garcia, Mr. Carlos Lerma Ms. Rumalda Ruiz and Ms. Daisy Cuevas.

Pre-ranking of proposals by Administration is a district process to pre-check if all requested documents and information in the Request for Proposals (RFP) was submitted. In prior years the Evaluation and Selection Committee conducted the formal evaluation. The pre-ranking of proposals was then unofficial. The Request for Proposal (RFP) package includes document CSP – 00350 Evaluation and Selection Criteria for Competitive Sealed Proposals which defines this portion of the procurement process. The District Evaluation and Selection Committee is comprised of three (3) Board of Trustees Facilities Committee Members and one (1) appointed Administration Staff. The Evaluation and Selection Committee will evaluate, rank and publish all proposals. The Evaluation and Selection criteria has been approved by the Mission C. I. S. D.'s Board. Once the M. C. I. S. D. Board of Trustees approves the ranking, the District Evaluation and Selection Committee then authorized Administration to negotiate a contract with the highest-ranking Proposer.

However, since the district no longer has a Facilities/Environment Committee and we now use the Board of Trustees Work Shop format Administration presents the option of presenting Consideration and Approval to Accept Administrations Rankings and Enter into Negotiations in the Order of Ranking for the Central Office Chiller Project.

Three proposals were submitted for this project and were ranked by the Administration Committee. The Board must now consider the rankings and approve to enter into negotiations with the top ranked firms in the order selected. Rankings listed below:

<u>Company</u>	<u>Base Proposal</u>	<u>Days</u>	<u>Total Points</u>
Johnson Controls	\$113,555.10	90	89.0
Central Air & Heating	\$160,025.00	120	76.9
Quantum Mechanical	\$177,104.00	60	61.9

At the Regular Board Meeting February 10, 2021, the Board approved to negotiate with the top rank vendor, Johnson Controls.

Initial project negotiations were held on February 25, 2021, with Mr. Adalberto Cavazos, Johnson Controls Mr. Carlos Lerma and myself. During the negotiations Johnson Controls Offers as their Best and Final Offer (BAFO) \$113,555.10 with no decrease in their initial proposal. However, they do request and additional 20 days for installation.

Administration is to present Consideration and Approval to Accept the Best and Final Offer (BAFO) and to Enter Into Contract for the Central Office Chiller Project and believes that the additional days is a reasonable request.

The Board of Trustees has the option to accept this BAFO, the initial base proposal, to decline the offer and direct Administration to enter into negotiations with the next contractor or to reject all offers and re-advertise for the project using the same specifications and design or direct the engineer to re-design the project to meet the approved budget.

<u>Company</u>	<u>Base Proposal</u>	<u>Days</u>
Johnson Controls	\$113,555.10	120

Original Price: \$113,555.10

BAFO: \$113,555.10

At the Special Board Meeting held on March 03, 2021, the Board approved Johnson Controls as the awarded vendor. Notice to Proceed was issued on April 07, 2021, with 110 days substantial completion to be achieved on July 26, 2021.

At the Regular Board of Trustees meeting held on August 11, 2021, the Board approved Change Order #1 for Thirty-five (35) Delay Days for the Central Office Chiller Replacement Project. If approved the new substantial completion will be August 30, 2021.

At the Regular Board meeting held on September 8, 2021, the Board approved Change Order #2 for Eight (8) Delay Days and Substantial Completion and for the Central Office Chiller Replacement Project.

ADMINISTRATIVE CONSIDERATIONS

As per DBR Engineering and Jonson Controls, the Central Office Chiller Replacement Project is completed, thus they present at this time final completion, less betterment fund allowance and final payment for the Central Office Chiller Replacement Project.

FUNDING SOURCE

Local Fund

Preliminary/Approximate Total Budget:		
Central Office:	70 tons	= \$86,000.00
Contingency 20%:		\$17,200.00
Approximate Soft Costs:		<u>\$25,000.00</u>
Est. Project Total:		\$128,200.00

RECOMMENDATION

Administration presents final completion, less betterment fund allowance and final payment for the for the Central Office Chiller Replacement Project.

EXHIBIT

N/A

CONTACT PERSONS

Ricardo Rivera, Assistant Superintendent for Operations
Adrian Hernandez, Coordinator for Project & Energy Management

SUBJECT: Schematic Design for the Field Events for the Middle School Project – Javier Hinojosa Civil Engineering

PRESENTER: Ricardo Rivera, Assistant Superintendent for Operations

BACKGROUND INFORMATION

The Athletic Department and Administration is requesting track and field long jump and triple jump runways at all four of our middle schools. These runways will benefit our Jr. High athletes the opportunity for very much needed practice runs. When traveling to our High Schools for practice to utilize those runways it significantly limits both our HS and JH jumpers practice run-throughs. Civil engineering will be required for this project. Depending on the recommended locations additional civil engineering services may be required for drainage purposes.

Administration will use competitive sealed proposals (CSP's) as the procurement method as approved by the Board of Trustees in the February 2021 Board of Trustees meeting. This method was approved as the primary default method for projects.

Administration used the on-call professional services agreement for the project assessment. Javier Hinojosa Civil Engineering's estimated project cost is \$269,168.

At the Regular Board meeting held on August 11, 2021 the Board approved Utilizing the On-call Professional Services for the Field Events for the Middle School Project – Javier Hinojosa Civil Engineering.

ADMINISTRATIVE CONSIDERATIONS

Javier Hinojosa Civil Engineering has continued to meet with MCISD Staff and Administration on schematic designs, thus administration will be presenting Schematic Design for the Field Events for the Middle School Project. Designs have been reviewed, approved and signed-off by each campus Principal and Coach Ibarra, Athletic Director.

FUNDING SOURCE

General Funds/Athletic Fund

Est. Project Budget:	\$269,168.00
Project Contingency 20%:	\$ 53,833.60
Est. Professional Services 12%:	<u>\$ 32,300.16</u>
Est. Total Project Cost:	<u>\$355,301.76</u>

RECOMMENDATION

Administration presents Schematic Design for the Field Events for the Middle School Project – Javier Hinojosa Civil Engineering.

EXHIBIT

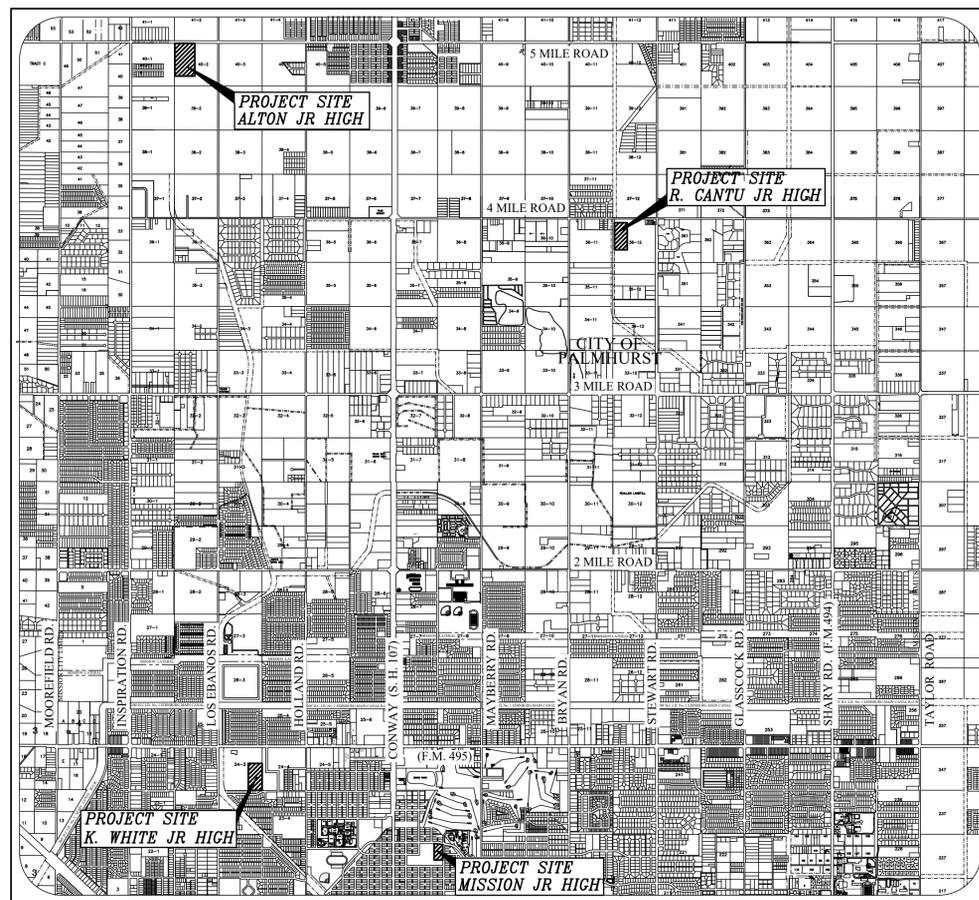
Schematic Design

CONTACT PERSONS

Ricardo Rivera, Assistant Superintendent for Operations

MISSION C.I.S.D. JUNIOR HIGH LONG JUMP RUNWAY IMPROVEMENTS

- ALTON MEMORIAL JUNIOR HIGH SCHOOL
- KENNETH WHITE JUNIOR HIGH SCHOOL
- RAFAEL CANTU JUNIOR HIGH SCHOOL
- MISSION JUNIOR HIGH SCHOOL



LOCATION MAP
SCALE: N.T.S.

INDEX OF SHEETS

SHEET #	DESCRIPTION
---------	-------------

- | | |
|---|---|
| 1 | ALTON MEMORIAL JH SCHOOL PROPOSED LONG JUMP RUNWAY IMPROVEMENTS |
| 2 | KENNETH WHITE JH SCHOOL PROPOSED LONG JUMP RUNWAY IMPROVEMENTS |
| 3 | RAFAEL CANTU JH SCHOOL PROPOSED LONG JUMP RUNWAY IMPROVEMENTS |
| 4 | MISSION JH SCHOOL PROPOSED LONG JUMP RUNWAY IMPROVEMENTS |
| 5 | TRACK AND FIELD DETAILS |

MISSION C.I.S.D. BOARD OF TRUSTEES

JERRY ZAMORA	PRESIDENT
VERONICA "BETTY" R. MENDOZA	VICE PRESIDENT
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IRIS IGLESIAS	MEMBER
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JAVIER HINOJOSA ENGINEERING

CONSULTING ENGINEERS

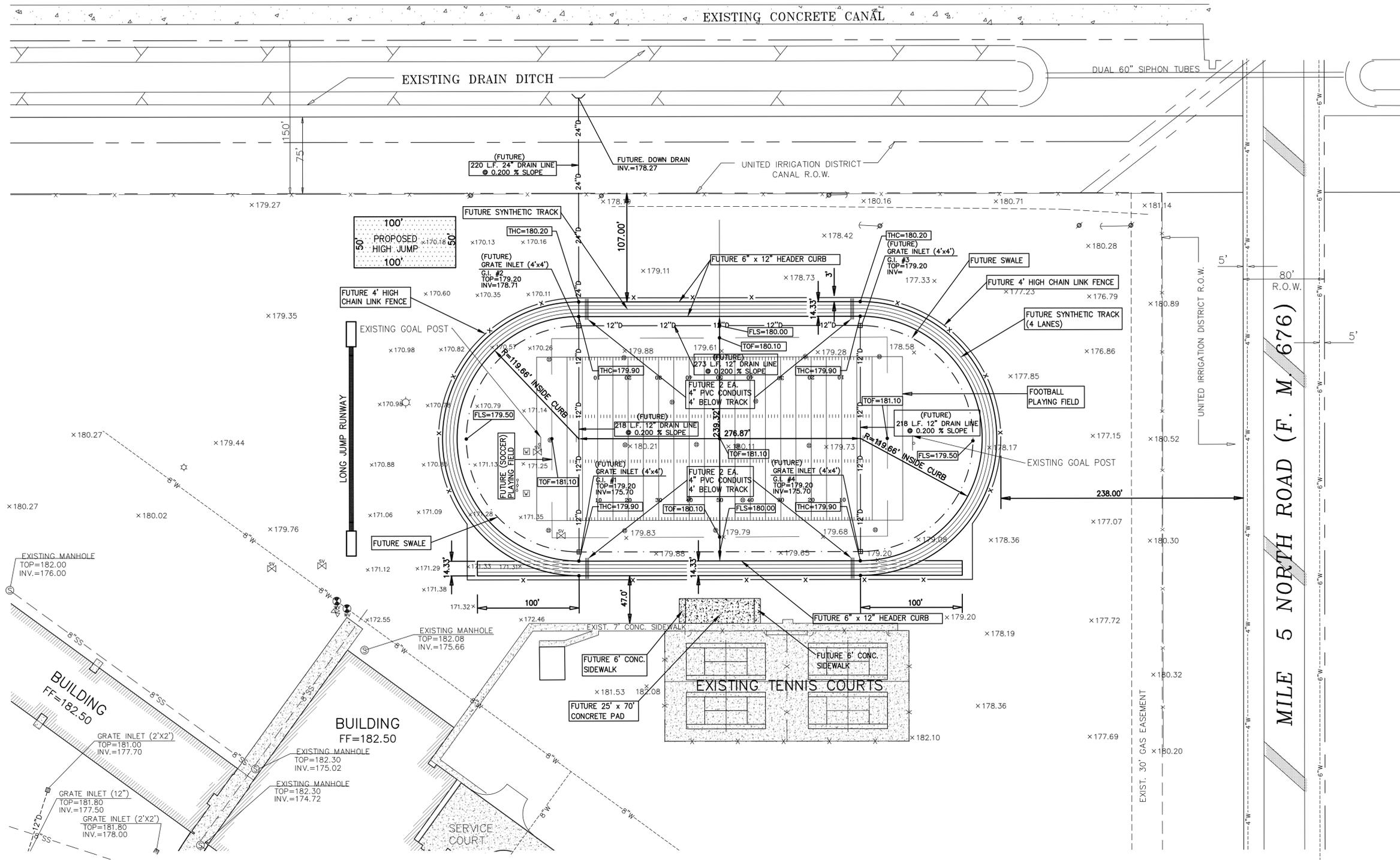
416 E. DOVE AVENUE McALLEN, TEXAS 78504

PHONE (956) 668-1588

javhin@rgv.rr.com

TBPELS FIRM No. F-1295

SEPTEMBER, 2021



SCALE: 1" = 50'

LEGEND

EOP=113.48	EXIST. EDGE OF PAVEMENT ELEVATION
TOC=113.48	EXIST. TOP OF CURB ELEVATION
TOD=113.48	EXIST. TOP OF DITCH ELEVATION
TOE=113.48	EXIST. BOTTOM OF DITCH ELEVATION
CL=113.31	EXIST. CENTER LINE ELEVATION
FL=115.10	EXIST. FLOW LINE ELEVATION
(Symbol: Circle with 'D')	EXIST. DRAIN MANHOLE
(Symbol: Circle with 'S')	EXIST. SEWER MANHOLE
(Symbol: Circle with 'L')	EXIST. LIGHT POLE
(Symbol: Circle with 'P')	EXIST. POWER POLE
(Symbol: Circle with 'G')	EXIST. GUY WIRE
(Symbol: Circle with 'S')	EXIST. SPRINKLER HEAD
(Symbol: Circle with 'R')	EXIST. ROAD SIGN
(Symbol: Circle with 'M')	EXIST. MAIL BOX
(Symbol: Circle with 'W')	EXIST. WATER METER
(Symbol: Circle with 'E')	EXIST. ELECTRICAL BOX
(Symbol: Circle with 'T')	EXIST. ELECTRIC TRANSFORMER
(Symbol: Circle with 'P')	EXIST. TELEPHONE PEDESTAL
(Symbol: Circle with 'F')	EXIST. FIRE HYDRANT
(Symbol: Circle with 'V')	EXIST. WATER VALVE
(Symbol: Circle with 'I')	EXIST. IRRIGATION VALVE
(Symbol: Circle with 'O')	EXIST. OAK TREE
(Symbol: Circle with 'P')	EXIST. PALM TREE
(Symbol: Circle with 'O')	EXIST. ORANGE TREE
(Symbol: Dashed line)	EXIST. UNDERGROUND ELECTRIC LINE
(Symbol: Dashed line)	EXIST. 12" SANITARY SEWER LINE
(Symbol: Dashed line)	EXIST. 30" DRAINAGE LINE
(Symbol: Dashed line)	EXIST. 6" WATER LINE
(Symbol: Dashed line)	EXIST. 8" WATER LINE

REVISIONS	210601
PROJECT No.	210601
DATE	SEPTEMBER, 2021
DRAWN BY	P.G. & A.G.
CHK. BY	J.H.

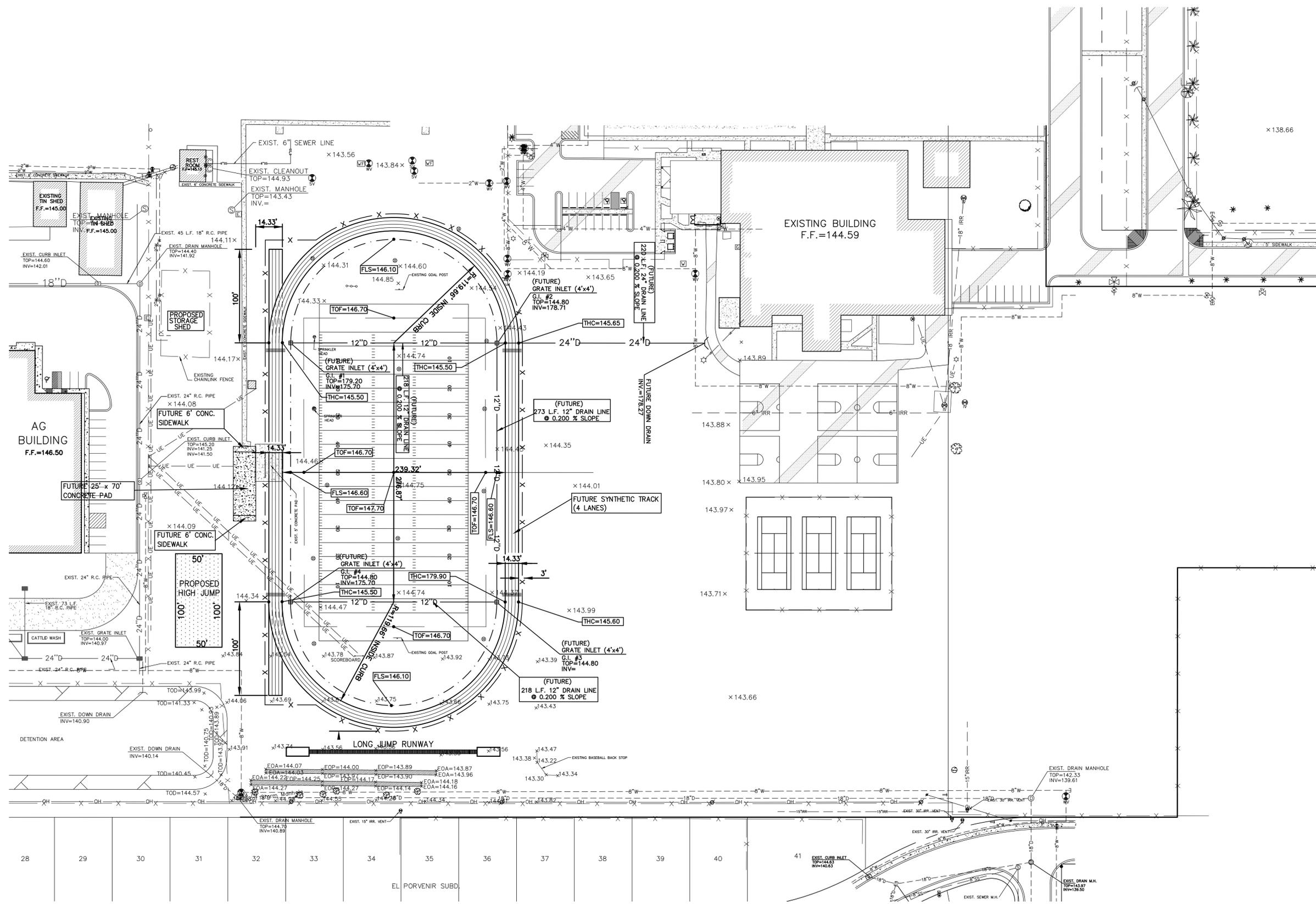


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 TBPELS FIRM No. F-1295

PROPOSED LONG JUMP RUNWAY
ALTON MEMORIAL JUNIOR HIGH SCHOOL
 ALTON, TEXAS

SHEET **1**
 OF 5 SHEETS

SCALE: 1" = 50'



- LEGEND**
- EOP=113.48 EXIST. EDGE OF PAVEMENT ELEVATION
 - TOD=113.48 EXIST. TOP OF CURB ELEVATION
 - TOD=113.48 EXIST. TOP OF DITCH ELEVATION
 - TOE=113.48 EXIST. BOTTOM OF DITCH ELEVATION
 - CL=113.31 EXIST. CENTER LINE ELEVATION
 - FL=115.10 EXIST. FLOW LINE ELEVATION
 - ⊕ EXIST. DRAIN MANHOLE
 - ⊙ EXIST. SEWER MANHOLE
 - ⊛ EXIST. LIGHT POLE
 - ⊙ EXIST. POWER POLE
 - ⊙ EXIST. GUY WIRE
 - ⊙ EXIST. SPRINKLER HEAD
 - ⊙ EXIST. ROAD SIGN
 - ⊙ EXIST. MAIL BOX
 - ⊙ EXIST. WATER METER
 - ⊙ EXIST. ELECTRICAL BOX
 - ⊙ EXIST. ELECTRIC TRANSFORMER
 - ⊙ EXIST. TELEPHONE PEDESTAL
 - ⊙ EXIST. FIRE HYDRANT
 - ⊙ EXIST. WATER VALVE
 - ⊙ EXIST. IRRIGATION VALVE
 - ⊙ EXIST. OAK TREE
 - ⊙ EXIST. PALM TREE
 - ⊙ EXIST. ORANGE TREE
 - UE--- EXIST. UNDERGROUND ELECTRIC LINE
 - 12"SS--- EXIST. 12" SANITARY SEWER LINE
 - 12"D--- EXIST. 30" DRAINAGE LINE
 - 6"W--- EXIST. 3" WATER LINE
 - 12"W--- EXIST. 8" WATER LINE

REVISIONS	210601
	PROJECT No. 210601
	DATE: SEPTEMBER, 2021
	DRAWN BY: P.G. & A.G.
	CHK. BY: J.H.



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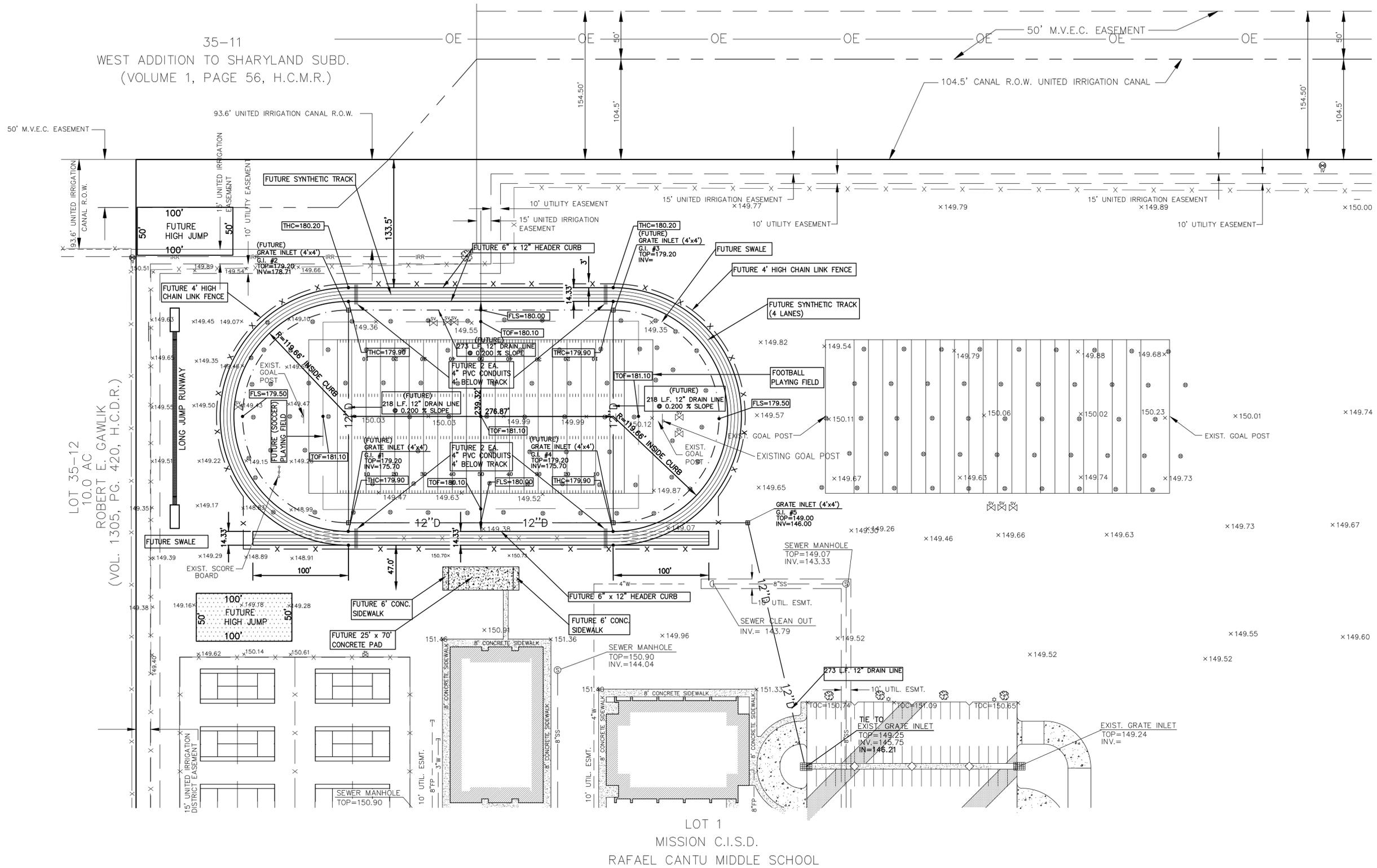
PROPOSED LONG JUMP RUNWAY
 KENNETH WHITE JUNIOR HIGH SCHOOL
 MISSION, TEXAS

SHEET 2
 OF 5 SHEETS

35-11
WEST ADDITION TO SHARYLAND SUBD.
(VOLUME 1, PAGE 56, H.C.M.R.)



SCALE: 1" = 50'



- LEGEND**
- EOP=113.48 EXIST. EDGE OF PAVEMENT ELEVATION
 - TOC=113.48 EXIST. TOP OF CURB ELEVATION
 - TD=113.48 EXIST. TOP OF DITCH ELEVATION
 - TOE=113.48 EXIST. BOTTOM OF DITCH ELEVATION
 - CL=113.31 EXIST. CENTER LINE ELEVATION
 - FL=115.10 EXIST. FLOW LINE ELEVATION
 - ⊙ EXIST. DRAIN MANHOLE
 - ⊙ EXIST. SEWER MANHOLE
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 - ⊙ EXIST. GUY WIRE
 - ⊙ EXIST. SPRINKLER HEAD
 - ⊙ EXIST. ROAD SIGN
 - ⊙ EXIST. MAIL BOX
 - ⊙ EXIST. WATER METER
 - ⊙ EXIST. ELECTRICAL BOX
 - ⊙ EXIST. ELECTRIC TRANSFORMER
 - ⊙ EXIST. TELEPHONE PEDESTAL
 - ⊙ EXIST. FIRE HYDRANT
 - ⊙ EXIST. WATER VALVE
 - ⊙ EXIST. IRRIGATION VALVE
 - ⊙ EXIST. OAK TREE
 - ⊙ EXIST. PALM TREE
 - ⊙ EXIST. ORANGE TREE
 - UE--- EXIST. UNDERGROUND ELECTRIC LINE
 - 12"SS--- EXIST. 12" SANITARY SEWER LINE
 - 12"D--- EXIST. 30" DRAINAGE LINE
 - 6"W--- EXIST. 3" WATER LINE
 - 12"W--- EXIST. 8" WATER LINE

LOT 35-12
10.0 AC
ROBERT E. GAWLIK
(VOL. 1305, PG. 420, H.C.D.R.)

LOT 1
MISSION C.I.S.D.
RAFAEL CANTU MIDDLE SCHOOL

REVISIONS	210601
PROJECT No.	210601
DATE	SEPTEMBER, 2021
DRAWN BY	P.G. & A.G.
CHECKED BY	J.H.



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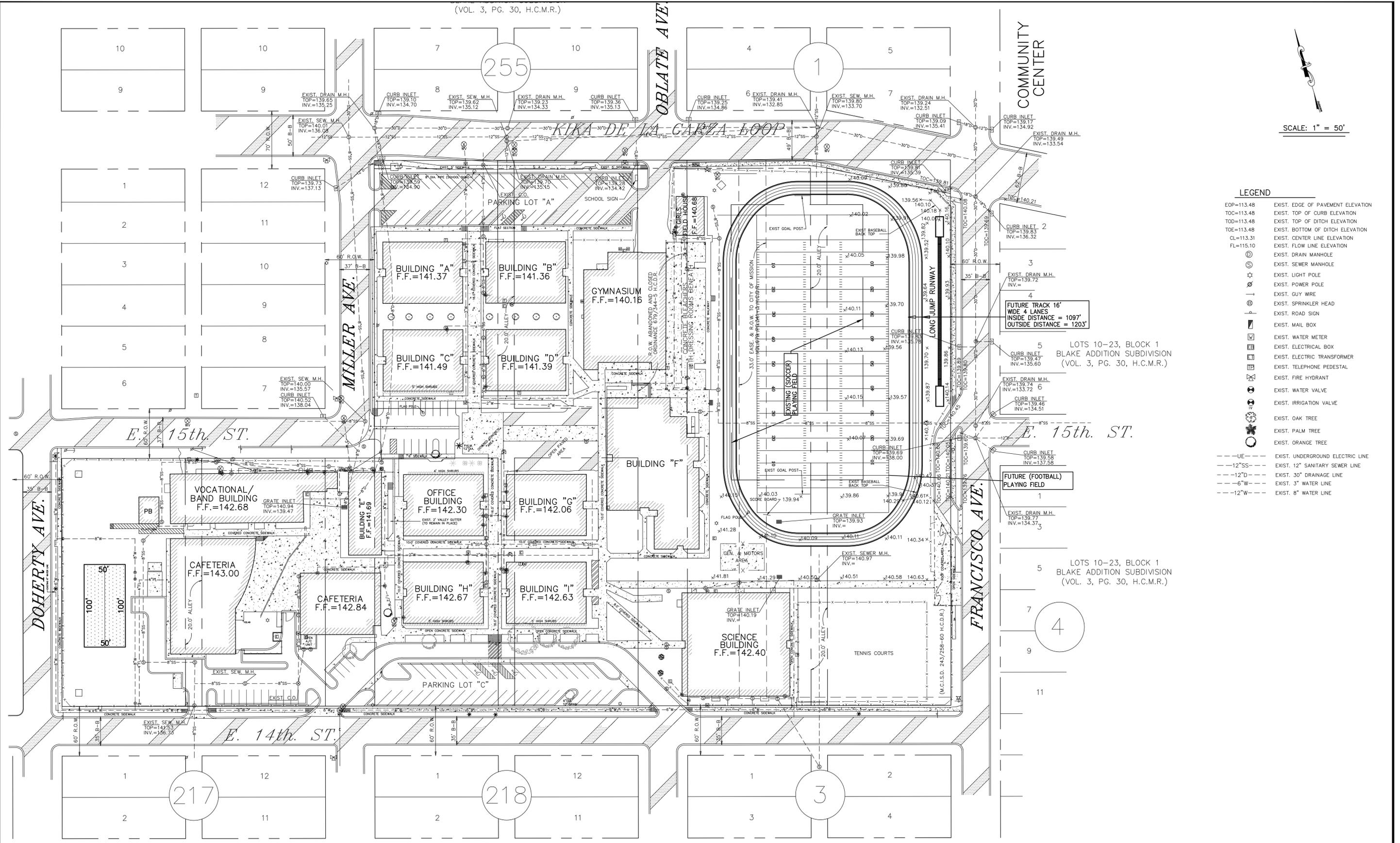
PROPOSED LONG JUMP RUNWAY
RAFAEL CANTU JUNIOR HIGH SCHOOL
PALMHURST, TEXAS

SHEET
3
OF 5 SHEETS

SCALE: 1" = 50'

LEGEND

- EOP=113.48 EXIST. EDGE OF PAVEMENT ELEVATION
- TOC=113.48 EXIST. TOP OF CURB ELEVATION
- TOD=113.48 EXIST. TOP OF DITCH ELEVATION
- TOE=113.48 EXIST. BOTTOM OF DITCH ELEVATION
- CL=113.31 EXIST. CENTER LINE ELEVATION
- FL=115.10 EXIST. FLOW LINE ELEVATION
- ⊕ EXIST. DRAIN MANHOLE
- ⊙ EXIST. SEWER MANHOLE
- ☆ EXIST. LIGHT POLE
- ⊛ EXIST. POWER POLE
- ⊙ EXIST. GUY WIRE
- ⊙ EXIST. SPRINKLER HEAD
- ⊙ EXIST. ROAD SIGN
- ⊙ EXIST. MAIL BOX
- ⊙ EXIST. WATER METER
- ⊙ EXIST. ELECTRICAL BOX
- ⊙ EXIST. ELECTRIC TRANSFORMER
- ⊙ EXIST. TELEPHONE PEDESTAL
- ⊙ EXIST. FIRE HYDRANT
- ⊙ EXIST. WATER VALVE
- ⊙ EXIST. IRRIGATION VALVE
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- 6"W--- EXIST. 3" WATER LINE
- 12"W--- EXIST. 8" WATER LINE



LOTS 10-23, BLOCK 1
BLAKE ADDITION SUBDIVISION
(VOL. 3, PG. 30, H.C.M.R.)

LOTS 10-23, BLOCK 1
BLAKE ADDITION SUBDIVISION
(VOL. 3, PG. 30, H.C.M.R.)

FUTURE TRACK 16'
WIDE 4 LANES
INSIDE DISTANCE = 1097'
OUTSIDE DISTANCE = 1203'

FUTURE (FOOTBALL)
PLAYING FIELD

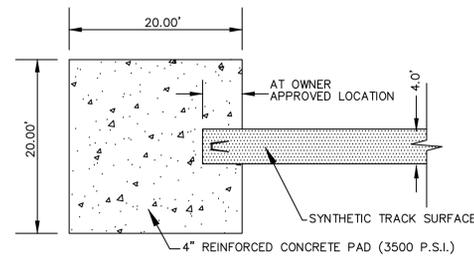
REVISIONS	210601
PROJECT No.	210601
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DRAWN BY	P.G. & A.G.
CHK. BY	J.H.



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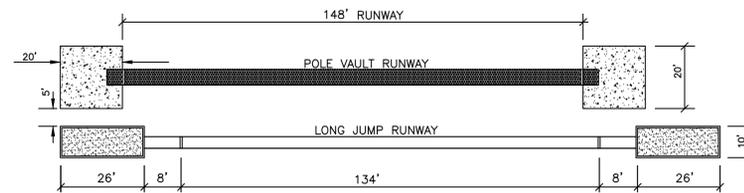
PROPOSED LONG JUMP RUNWAY
MISSION JUNIOR HIGH SCHOOL
MISSION, TEXAS

SHEET **4**
OF 5 SHEETS



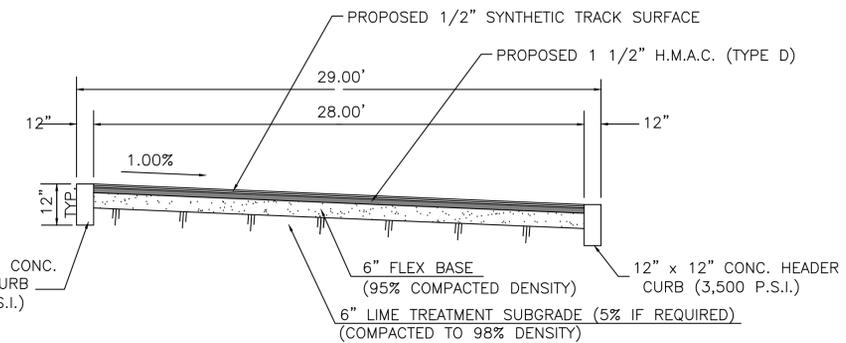
PLAN AT POLE VAULT

N.T.S.



PLAN AT POLE VAULT AND LONG JUMP

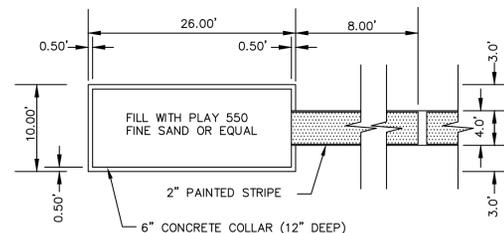
N.T.S.



CROSS SECTION DETAIL

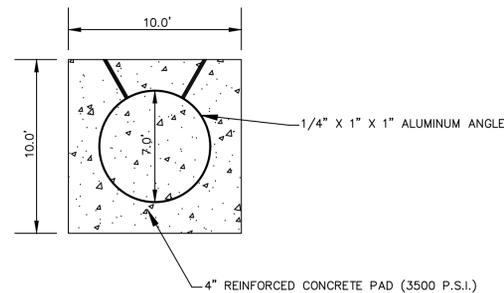
DETAIL ("A-A")

N.T.S.



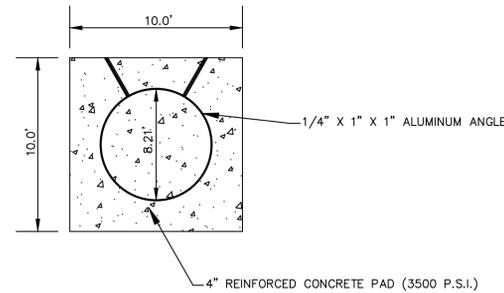
PLAN AT LONG JUMP PIT

N.T.S.



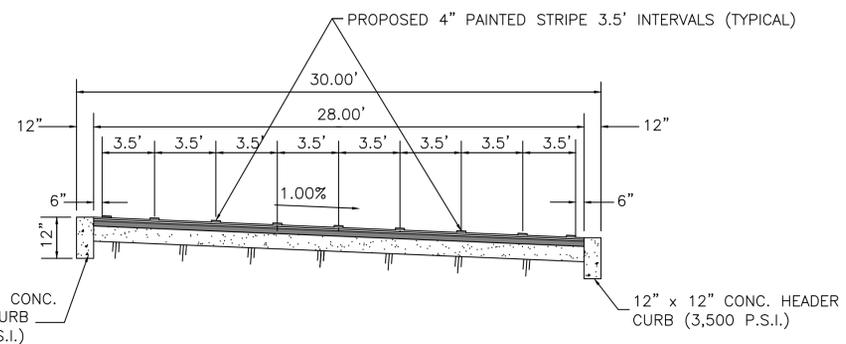
PLAN AT SHOT PUT PAD

N.T.S.



PLAN AT DISCUS PAD

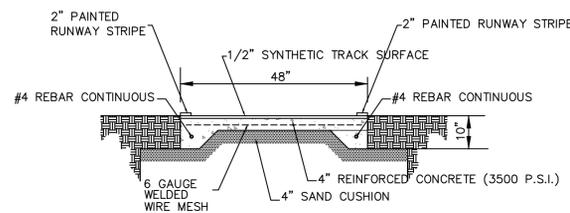
N.T.S.



CROSS SECTION DETAIL

STRIPING DETAIL

N.T.S.

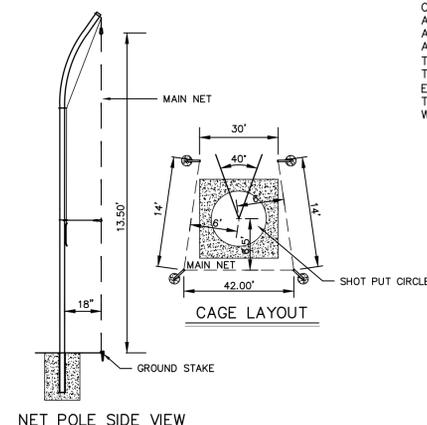


SECTION THRU RUNWAY

N.T.S.

SPECIFICATIONS

THE SHOT CAGE CONSISTS OF FOUR PAINTED STEEL NET POLES WITH GROUND SLEEVES, A VINYL COATED NET SUPPORT CABLE TO REDUCE NET SAG, AND A WEATHER TREATED NYLON NET. ALSO INCLUDED ARE FOUR NET GROUND STAKES TO POSITION THE NET AT THE BASE OF THE POLE AND NET RETAINER ROPES. THE POLES ARE 14 GAUGE, 2 1/2" SQUARE STEEL TUBE FINISHED WITH WHITE POWDER COAT PAINT. EACH POLE STANDS IN A 20" DEEP GROUND SLEEVE. THE NET IS 320 LB. TEST NYLON WHICH HAS BEEN WEATHER TREATED.

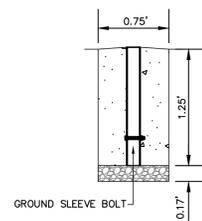


NET POLE SIDE VIEW

NOTE: FRONT POLE OFFSETS FACE EACH OTHER WHILE THE BACK POLE OFFSETS FACE THE CIRCLE CENTER.

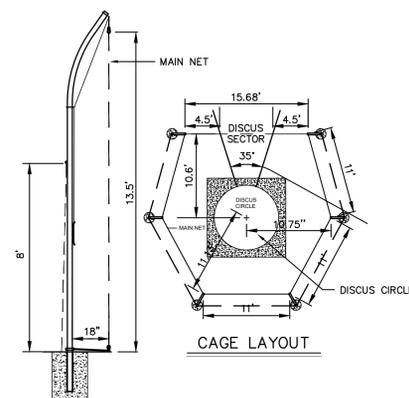
40° SHOT PUT CAGE

N.T.S.



NET POLE CONC. FOOTING SHOT PUT AND DISCUS

N.T.S.



NET POLE SIDE VIEW

35° DISCUS CAGE

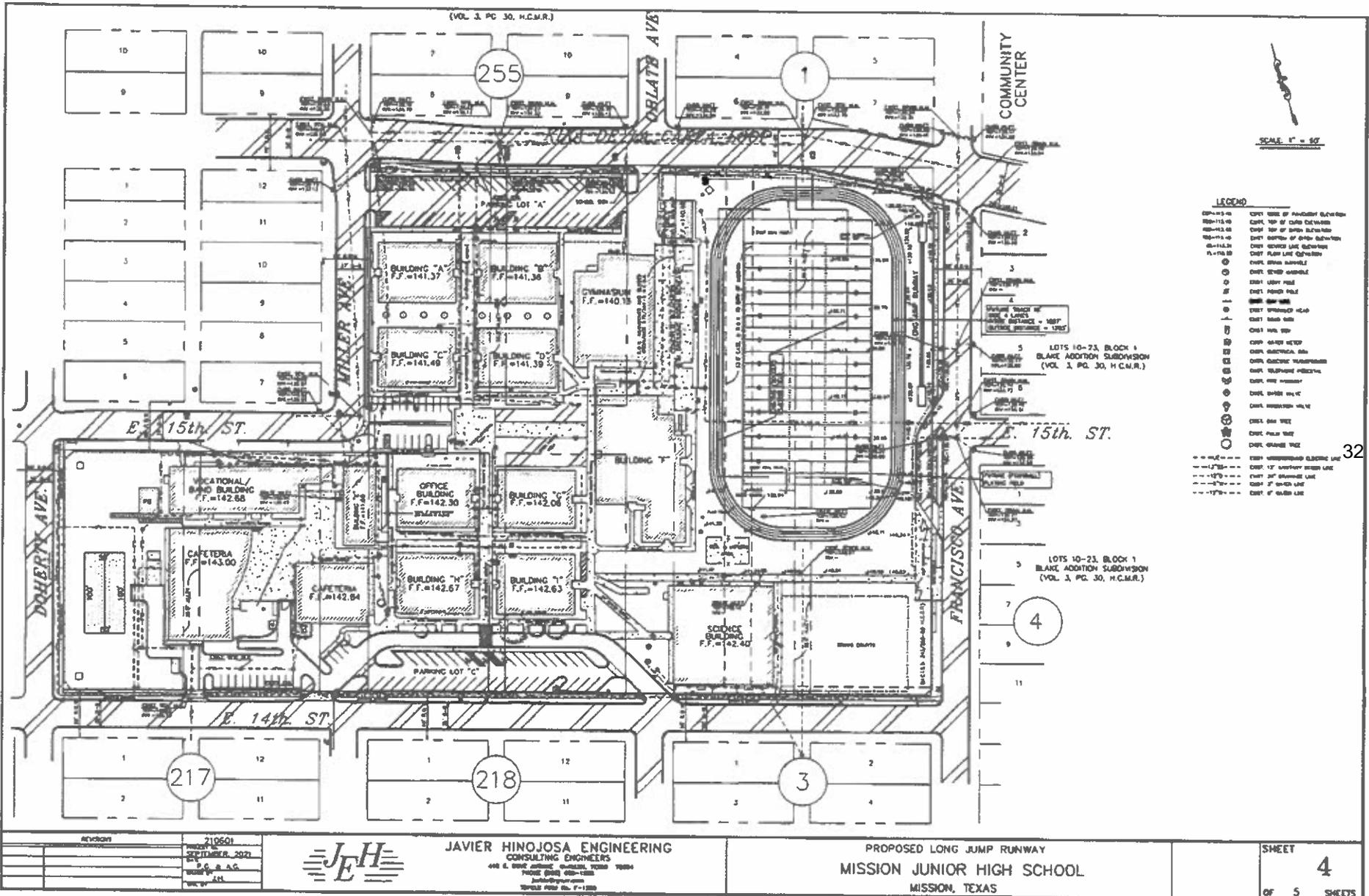
N.T.S.



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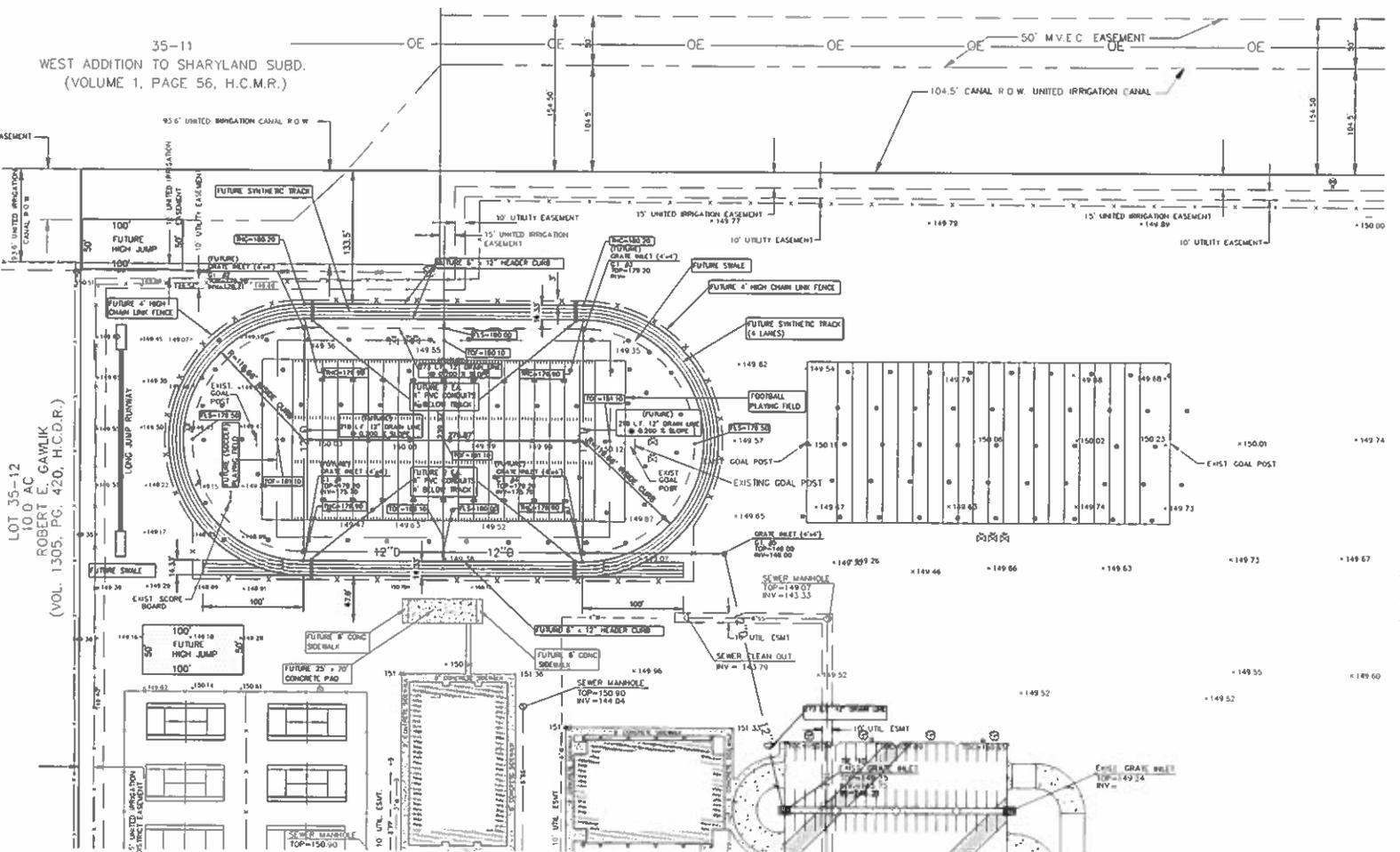
TRACK AND FIELD DETAILS
MISSION C.I.S.D.
JUNIOR HIGH LONG JUMP RUNWAY IMPROVEMENTS
MISSION, TEXAS

SHEET
5
OF 5 SHEETS



35-11
WEST ADDITION TO SHARYLAND SUBD.
(VOLUME 1, PAGE 56, H.C.M.R.)

SCALE: 1" = 50'

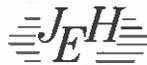


- LEGEND**
- ⊖113.00 EXIST. EDGE OF PAVEMENT ELEVATION
 - ⊖113.48 EXIST. TOP OF CURB ELEVATION
 - ⊖113.48 EXIST. BOTTOM OF DITCH ELEVATION
 - ⊖113.31 EXIST. CENTER LINE ELEVATION
 - ⊖113.10 EXIST. FIRM LINE ELEVATION
 - ⊖ EXIST. GRAPE MANHOLE
 - ⊖ EXIST. SEWER MANHOLE
 - ⊖ EXIST. LIGHT POLE
 - ⊖ EXIST. POWER POLE
 - ⊖ EXIST. SIGN WIRE
 - ⊖ EXIST. SPRINKLER HEAD
 - ⊖ EXIST. ROAD SIGN
 - ⊖ EXIST. MAIL BOX
 - ⊖ EXIST. WATER METER
 - ⊖ EXIST. ELECTRICAL BOX
 - ⊖ EXIST. ELECTRIC TRANSFORMER
 - ⊖ EXIST. TELEPHONE PEDestal
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 - ⊖ EXIST. WATER VALVE
 - ⊖ EXIST. IRRIGATION VALVE
 - ⊖ EXIST. OAK TREE
 - ⊖ EXIST. PALM TREE
 - ⊖ EXIST. ORANGE TREE
 - EXIST. UNDERGROUND ELECTRIC LINE
 - EXIST. 12" SANITARY SEWER LINE
 - EXIST. 30" DRAINAGE LINE
 - EXIST. 3" WATER LINE
 - EXIST. 6" WATER LINE

LOT 1
MISSION C.I.S.D.
RAFAEL CANTU MIDDLE SCHOOL

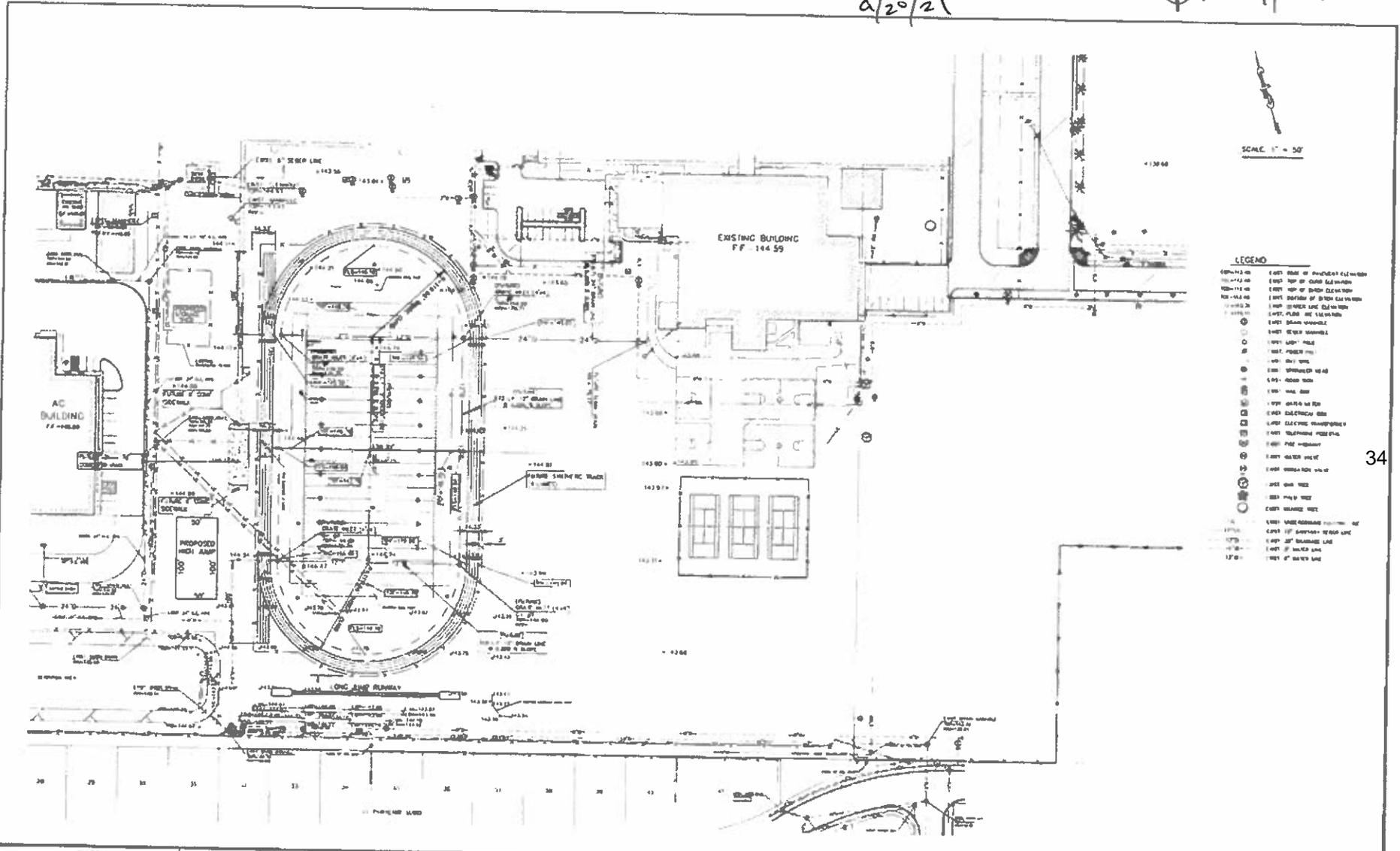
Angel Torres

Lutz 9-20-21

REVISIONS	110601 PROJECT SEPTEMBER 2021 DESIGNED BY: J.E.H. DRAWN BY: J.E.H. CHECKED BY: J.E.H.	 JAVIER HINOJOSA ENGINEERING CONSULTING ENGINEERS 418 E. 80TH AVENUE, WEAVER, TEXAS 76684 PHONE: (817) 988-1388 jeh@jeh-engineering.com TEXAS REG. NO. 7-1296	PROPOSED LONG JUMP RUNWAY RAFAEL CANTU JUNIOR HIGH SCHOOL PALMHURST, TEXAS	SHEET 3 OF 5 SHEETS
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Lety le
9/20/21

Blair
9/20/2021



- LEGEND**
- 100-112-00 100' 112' 00' ELECTRICAL CONDUIT
 - 100-112-01 100' 112' 01' ELECTRICAL CONDUIT
 - 100-112-02 100' 112' 02' ELECTRICAL CONDUIT
 - 100-112-03 100' 112' 03' ELECTRICAL CONDUIT
 - 100-112-04 100' 112' 04' ELECTRICAL CONDUIT
 - 100-112-05 100' 112' 05' ELECTRICAL CONDUIT
 - 100-112-06 100' 112' 06' ELECTRICAL CONDUIT
 - 100-112-07 100' 112' 07' ELECTRICAL CONDUIT
 - 100-112-08 100' 112' 08' ELECTRICAL CONDUIT
 - 100-112-09 100' 112' 09' ELECTRICAL CONDUIT
 - 100-112-10 100' 112' 10' ELECTRICAL CONDUIT
 - 100-112-11 100' 112' 11' ELECTRICAL CONDUIT
 - 100-112-12 100' 112' 12' ELECTRICAL CONDUIT
 - 100-112-13 100' 112' 13' ELECTRICAL CONDUIT
 - 100-112-14 100' 112' 14' ELECTRICAL CONDUIT
 - 100-112-15 100' 112' 15' ELECTRICAL CONDUIT
 - 100-112-16 100' 112' 16' ELECTRICAL CONDUIT
 - 100-112-17 100' 112' 17' ELECTRICAL CONDUIT
 - 100-112-18 100' 112' 18' ELECTRICAL CONDUIT
 - 100-112-19 100' 112' 19' ELECTRICAL CONDUIT
 - 100-112-20 100' 112' 20' ELECTRICAL CONDUIT
 - 100-112-21 100' 112' 21' ELECTRICAL CONDUIT
 - 100-112-22 100' 112' 22' ELECTRICAL CONDUIT
 - 100-112-23 100' 112' 23' ELECTRICAL CONDUIT
 - 100-112-24 100' 112' 24' ELECTRICAL CONDUIT
 - 100-112-25 100' 112' 25' ELECTRICAL CONDUIT
 - 100-112-26 100' 112' 26' ELECTRICAL CONDUIT
 - 100-112-27 100' 112' 27' ELECTRICAL CONDUIT
 - 100-112-28 100' 112' 28' ELECTRICAL CONDUIT
 - 100-112-29 100' 112' 29' ELECTRICAL CONDUIT
 - 100-112-30 100' 112' 30' ELECTRICAL CONDUIT
 - 100-112-31 100' 112' 31' ELECTRICAL CONDUIT
 - 100-112-32 100' 112' 32' ELECTRICAL CONDUIT
 - 100-112-33 100' 112' 33' ELECTRICAL CONDUIT
 - 100-112-34 100' 112' 34' ELECTRICAL CONDUIT
 - 100-112-35 100' 112' 35' ELECTRICAL CONDUIT
 - 100-112-36 100' 112' 36' ELECTRICAL CONDUIT
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34

21060 SEPTEMBER 2021 J.E.H.		JAVIER HINOJOSA ENGINEERING CONSULTING ENGINEERS 418 C. BERRY AVENUE, SUITE 100, MISSION, TEXAS 78901 PHONE (817) 688-1500 jeh@jeh-engineering.com WWW.JEH-ENGINEERING.COM	PROPOSED LONG JUMP RUNWAY KENNETH WHITE JUNIOR HIGH SCHOOL MISSION, TEXAS	SHEET 2
				OF 5 SHEETS

Small text at the bottom left corner, likely a project or drawing number.

SUBJECT: The Best and Final Offer (BAFO) and to Enter Into Contract for Professional Design Services for the Architect / Engineering / Testing Services for Various District Projects

PRESENTER: Ricardo Rivera
Assistant Superintendent for Operations

BACKGROUND INFORMATION

Administration is presenting five (5) construction projects that exceed the threshold cost limit on recommending and utilizing the districts on-call professional services.

If MCISD is to proceed with these projects the Board of Trustees must take the following action in accordance with Education Code 44.035.

Select or designate an engineer or architect to prepare construction documents for the project. The engineer or architect selected or designated will have full responsibility for complying with the Texas Engineering Practice Act (Article 3271a, Vernon's Texas Civil Statutes) or Chapter 478, Acts of the 45th Legislature, Regular Session, 1937 (Article 249a, Vernon's Texas Civil Statutes), as applicable.

The selected architect/engineer along with preparing construction documents will be required to provide MCISD with an estimated project budget.

If the engineer or architect is not a full-time employee of the District, the Board must select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code.

At the Regular Board of Trustees meeting held on August 11, 2021, Administration requested approval to advertise for Request for Qualification (RFQ) for Professional Design Services for the FARMERS Project, Playground Equipment for Elementary Campuses, Synthetic Turf for the Baseball and Softball Fields at VMHS and MHS, Mission Collegiate High School Physical Education Pavilion and the Indoor Air Quality Project.

The ranking of Request for Qualifications responses must be on the basis of demonstrated competence, qualifications, capability to perform, the past performance of the firm and members of the firm, and other appropriate factors submitted by the firm in response to the request for qualifications, except that cost-related or price-related evaluation factors are not permitted as provided by Section 2254.004, Government Code.

Advertisements in the local newspapers were posted on August 12, 2021 and August 19, 2021. The process is for the submittals to be reviewed by the Purchasing Department Staff and the Administration Ranking Team to assure that firms meet the criteria based on demonstrated expertise, competence and qualifications. After the review Administration will then recommend those firms to be reviewed and ranked in order of selection. The recommendations will then be presented for review and possible approval to the Board of Trustees and if approved Administration will then enter into negotiations in the order of selection. Administrative review and rankings were conducted on Tuesday, August 31, 2021 by Ms. Daisy Cuevas – Purchasing Specialist, Ms. Dora Garcia – Purchasing Coordinator, Mr. Adrian

Hernandez – Project & Energy Coordinator, Ms. Lorena Garcia – Deputy Superintendent for Support Services and Mr. Ricardo Rivera – Assistant Superintendent for Operations.

At the Regular Board of Trustees meeting held on September 8, 2021, the Board approved to Accept Administrations Rankings and Enter Into Negotiations in the Order of Ranking for Professional Design Services for the Architect / Engineering / Testing Services for Various District Projects.

Projects:

1. Playground equipment at (11) elementary schools – R. Hinojosa Structural Engineering
2. Synthetic turf for baseball/softball fields at VMHS & MHS – J. Hinojosa Civil Engineering
3. Indoor Air Quality – DBR MEP Engineering
4. Mission Collegiate H.S. Physical Education Pavilion – EGV Architects
5. FARMERS Project – J. Hinojosa Civil Engineering

ADMINISTRATIVE CONSIDERATIONS

Administration presents The Best and Final Offer (BAFO) and to Enter Into Contract for Professional Design Services for the Architect / Engineering / Testing Services for Various District Projects.

Projects:

BAFO

1. Playground equipment at (11) elementary schools Rick Hinojosa Structural Eng.	\$71,750.00 - Fixed Fee
2. Synthetic turf for baseball/softball fields at VMHS & MHS – Javier Hinojosa Civil Eng.	\$240,000.00 Fixed Fee Based on 6% of the Total Estimated Const. Cost
3. Indoor Air Quality – DBR MEP Eng.	5.5% of the Total Construction Cost
4. Mission Collegiate H.S. Physical Education Pavilion EGV Architects	\$63,000.00 Fixed Fee or 6.3% of the Total Const. Cost the greater of the two
5. FARMERS project -Javier Hinojosa Civil Eng.	\$56,000.00 Fixed Fee as per Preliminary Cost Estimate
6. Materials Eng. & Testing & Geo. Eng. Services Raba Kistner, Inc. (for Project #1, #2, #4, #5)	Services cost accordance with scope of work Schedule of fees – fixed/hourly
7. Materials Eng. & Testing & Geo. Eng. Services MEG Eng. (for Project #3)	Services cost accordance with scope of work Schedule of fees - fixed/hourly

FUNDING SOURCE

General Funds

RECOMMENDATION

Administration presents The Best and Final Offer (BAFO) and to Enter Into Contract for Professional Design Services for the Architect / Engineering / Testing Services for Various District Projects.

EXHIBIT

Best and Final Offer (BAFO) Letters

CONTACT PERSONS

Ricardo Rivera, Assistant Superintendent for Operations

Dora Garcia, Coordinator for Purchasing



HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering
 REGISTRATION No. F-908 EXP. DATE 09-30-2021

SERVICE CONTRACT

Mr. Ricardo Rivera
 Mission Consolidated Independent School District
 Assistant Superintendent for Operations
 520 Holland Ave.
 Mission, Texas 78572-4399

September 23, 2021

Re.: Mission CISD (11) Eleven Elementary School - Playground Equipment Installation

Project No.: 21-126

Attn: Mr. Ricardo Rivera

This proposal provides for the performance of professional work for basic services as described in the Scope of Services for an Engineering Fee of: 38

Engineering Fee = \$71,750.00

SCOPE OF SERVICES

The scope of work that this project entails is:

1. Staff Coordination
2. Topography Survey at Existing Playground Area and New Playground Area
3. Demolition plans of Existing Playgrounds
4. Structural Design of Playground Layout and Installation
5. Drainage Design of Area Affected by Playground Installation
6. A.D.A. Compliance from nearest sidewalk or building to new Playground Area
7. Sidewalk Design from nearest sidewalk or building to new Playground Area
8. Review of Playground Equipment Compliance
9. Bidding and Negotiations
10. Construction Administration

Total = \$69,000.00

11. Reimbursable (Plans Copies) Staff Coordination

\$2,750.00

Total = \$71,750.00

The fees quoted above have been estimated and set to meet the specific requirements for the Structural Design for the above mentioned project. The Fee is subject to increase if the scope is modified from the original scope description. Any fee increase for additional services will be discussed and mutually agreed upon before commencing any work beyond the basic lump sum fee.

 9-23-21
 Ricardo Hinojosa, P.E. - President Date

Client Approval:

 Signature

 Date

 Print Name

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

September 27, 2021

Mr. Rick Rivera, Assistant Superintendent for Operations
Mission C.I.S.D.
520 Holland Avenue
Mission, Texas 78572-4399

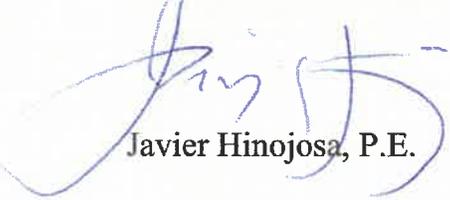
**Re: Mission High School and Veterans Memorial High School
Baseball Fields and Softball Fields Synthetic Turf Project**

Dear Mr. Rivera,

As per your request, this letter will serve as our Proposal for the required Civil Engineering services to prepare the plans and specifications for the proposed Synthetic Turfs for the baseball fields and softball fields located at Mission High School and Veterans Memorial High School. A total of two baseball fields and two softball fields are being considered within this proposal. Our services will include the necessary surveying, preparation of the construction plans and specifications, assistance in bidding of the project and construction administration for the proposed turf improvements. We will meet with your staff and other necessary District Personnel to get their input and requirements for this project in order to incorporate into the final design. Our fee to perform the required Engineering Services will be a fixed fee of \$240,000.00 that is derived from a 6% fee of the construction cost of \$1,200,000.00 for each baseball field and \$800,000.00 for each softball field. We stand ready to proceed with this project at the execution of a work authorization between the School District and my firm. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

September 24, 2021

Mr. Ricardo Rivera
Mission CISD
520 N. Holland Avenue
Mission, Texas 78572

**PROJECT: MISSION CISD - DISTRICT WIDE INDOOR AIR QUALITY PROJECT
MISSION, TEXAS**

DBR Engineering Consultants, Inc. is pleased to submit a fee proposal for Mechanical, Electrical and Plumbing (MEP) Engineering Services for the referenced project. DBR's specific scope of services and description of services is set forth in the following documents.

PROJECT DESCRIPTION:

We understand this project to consist of engineering services for District Wide Indoor Air Quality Projects for Mission CISD located in Mission, Tx. We understand that the project will consist of various smaller projects at all 22 campuses within School District. We understand that the projects may consist of duct cleaning, air handler replacements, chiller replacement, controls upgrades/replacements, cooling tower replacements, enhancements to existing air side equipment, cost estimating, and other owner directed improvements.

SERVICES AND FEE DETAIL:

Fee Type: % of Const Expenses: At Cost

METHODOLOGY

Project Kick-Off Meeting

Team Leader – PIC and PM

We will meet with Mission CISD staff to discuss the objectives for the project and MCISD's expectations regarding the project scope, budget, and schedule. We will identify the appropriate contacts and lines of communication for the project and agree upon a time frame for meeting again to solidify the project scope and budget.

Initial Discovery Period

Team Leader – PM

DBR will review all available as-built documents and visit the project site to make an initial assessment of the existing conditions.

Scope and Budget Identification

Team Leader – PIC and PM

We will perform calculations, analyze existing equipment specifications and service records, and research applicable code requirements in order to determine the necessary scope of work. We will develop a preliminary budget estimate based on the recommended scope of work. We will meet with MCISD officials to review our recommendations. At this time, we will submit an outline of the proposed scope of work, the proposed project budget, and the proposed schedule for the completion of the project.

Project Development

Team Leader – PM, Designers, PIC

After the proposed scope and budget are agreed upon, our team of engineers and technical staff will proceed with the production of the project deliverables, including plans and specifications. At appropriate intervals we will present our progress to MCISD representatives in order to keep MCISD abreast of our status on the project, as well as to solicit feedback and to allow MCISD to provide input on important decisions.

Project Presentation and Review

Team Leader – PM, PIC

Upon completion of the deliverables, we will meet with MCISD representatives to present our final documents along with a final budget estimate.

Quality Control Review

Team Leader – PM, QA

DBR performs thorough in-house quality control reviews at project milestones. Our project team meets to review the entire scope in order to coordinate and confirm the completeness and quality of our work.

Construction Administration

Team Leader – PM, CA

During the construction of a project, DBR’s project manager and construction administrator will work closely with the contractor to ensure that the intended design and level of quality is produced and the districts expectations are met. We conduct regular coordination meetings on-site with the Contractor and perform frequent project site visits.

TIMELINE

We expect the average duration for 6 elementaries to be approximately 6 weeks where project documents will be completed by two teams under the supervision of 1 Project Manager.

We expect the average duration for 2 middle schools to be approximately 8 to 10 weeks where project documents will be completed by two teams under the supervision of 1 Project Manager.

We expect the average duration for 2 high schools to be approximately 12 to 14 weeks where project documents will be completed by two teams under the supervision of 1 Project Manager.

MEP fee shall be based on 5.50% of the construction cost of all projects. Billing of the engineering fee will be based on our preliminary estimate of the construction costs. The engineering fee will be adjusted accordingly when bids are received, based on the Schedule of Values of the actual construction costs including the appropriate percentage for general contractor markups for overhead, profit and general conditions.

COST ESTIMATION

DBR will be performing cost estimating at all major milestones and will employ an outside cost estimator for major milestones.

At the project substantial completion, the engineering fee will again be adjusted, based on the final Schedule of Values including all change orders of the actual MEP construction costs including general contractor’s markups.

Service	Fee
MEP Engineering Services	
Construction Cost (Estimated @ \$33,000,000.00) X 5.50%	\$1,815,000.00 (Est)
TOTAL	\$1,815,000.00 (Est)
Estimated Reimbursable Expenses: (reproduction, delivery costs, etc.)	<u>TBD</u>

All expenses incurred will be billed at cost. Expenses include, but are not limited to: reproduction, delivery costs, and overdue account collection fees.

Should other expenses be required, we will discuss with the Owner prior to incurring the expense. No expenses will be submitted for reimbursement unless prior authorization is provided by the Owner.

ALTERNATES:

The design of all MEP alternates is considered additional scope. The engineering fee for designing all alternates shall be based on the same construction cost percentage. For alternates not accepted, the engineering fee shall be paid for all phases through Bid Negotiations.

Accepted by Client:
By (signature):

Print Name:
Title:
Date:

Accepted for DBR Engineering Consultants, Inc.:
By (signature):



Print Name: Edward Puentes, PE
Title: Partner
Date: September 24, 2021

When accepted by Client this proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. DBR is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If DBR proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client.

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services:

(See following sections for specific task)

- Mechanical
- Electrical
- Plumbing
- Fire Protection
- Security
- Technology
- Audio-Visual
- Commissioning
- LEED
- Sustainability
- Building Assessment

Document Submittals:

- Schematic Design (SD)
- Design Documents (DD)
- Construction Documents Review – 50%
- Construction Documents Review – 90%
- Issue for Permit
- Issue for Bid
- Issue for Construction
- Design based on prototype
- Bridging Documents (DD Level)
- Design Narrative

Specification Format:

- Sheet Specifications
- Book Specifications per CSI 2004

Construction Document Phase (Mechanical, Div.23):

- Duct Layout
- Piping Layout
- Final Specification
- Mechanical Details
- Mechanical Schedules
- Mechanical Calculations
- Control Sequences (Specifications)
- Control Sequences (Drawings)

Construction Document Phase (Electrical, Div. 26):

- Power Plans
- Lighting Plans (Interior)
- Lighting Plans (Exterior)
- Panelboard Schedules
- Load Analysis
- One Line Diagram
- Schedules
- Details
- Site Power and Lighting
- Emergency Lighting and Power with Emergency Generator
- Emergency Lighting and Power with Battery backup

Fire Sprinkler (Div. 21):

- Performance specifications only
- Pump Design with performance specification
- Pump with Tank and performance specification

Construction Document Phase (Plumbing, Div. 22):

- Piping Plans
- Risers
- Schedules
- Details
- Calculations
- Site Natural Gas

Construction Document Phase (Low Voltage)

Structured Cabling (Technology, Div. 27):

- Structured Cabling Infrastructure Plans
- Communications room space planning and coordination
- Communication room enlarged plans
- Communications room rack elevations
- Structured cabling one-line diagram
- Structured cabling and communications room details
- Structured cabling final specifications
- Site communications infrastructure
- Network electronics final specifications
- Network electronic rack elevation
- Distributed Antenna system (DAS) performance specification

- Distributed Antenna System (DAS) communications room space planning and coordination
- Distributed Antenna System (DAS) communications room enlarged plans
- Bi-Directional Amplified (BDA)
- Mass notification plans
- Mass notification final specifications
- Integrated audiovisual system plans
- AV one-line diagram
- AV details
- AV rack elevations
- Integrated audiovisual final specifications
- Intercom/PA System

Fire Alarm (Div. 28):

- Performance Specifications only
- Performance specification with DBR providing Fire Alarm Layout.

Security (Div. 28):

- Intrusion detection plans
- Intrusion detection details
- Intrusion detection final specifications
- Access control plans - interior
- Access control plans - exterior
- Access Control Details
- Access Control Schedules
- Access Control final specifications
- Access Control site plans
- Video Surveillance plans - interior
- Video Surveillance plans - exterior
- Video Surveillance details

Coordination Services:

- Coordinate with 3rd party IT Consultant
- Coordinate with 3rd party Security Consultant
- Coordinate with 3rd party Lighting Consultant
- Coordinate with 3rd party Audio Visual Consultant
- Coordinate with 3rd party Commissioning Agent
- Coordinate with 3rd party Kitchen Consultant
- Coordinate with 3rd party Theatrical Consultant
- Coordinate with 3rd party Pool Consultant
- Coordinate with 3rd party Acoustical Consultant

Building Commissioning:

- 2015 IECC Commissioning
- LEED v4 Fundamental Commissioning and Verification
- LEED v4 Enhanced Commissioning
- Whole Building Commissioning
- Retro-Commissioning
- Re-Commissioning
- CHPS Commissioning
- Functional Testing

Bid/Negotiations Phase:

- Assist with value engineering
- Respond to request for information (RFI's)
- Contractor Interviews

Construction Administration Services:

- Shop Drawing Review
- Respond to RFI's
- Site Investigation prior to design
- General site observations with report
- Final Punch List
- Post Construction Site Visit

LEED:

- Integrate Process Design/Early Energy Modeling
- Energy Modeling
- Consulting/Administration
- MEP Documentation
- Daylight Simulation
- Life Cycle Cost Analysis

Sustainability:

- Energy Modeling (Local Jurisdiction Compliance)
- Energy Modeling (Incentive Program/PACE)
- Energy Star Cost Analysis
- Life Cycle Cost Analysis
- Energy Star

Other Services:

- Bond Study
- Facility Assessment

Meetings and Travel Time:

- Perform initial general site observation to review existing conditions.
- Attend design coordination meetings.
- Attend pre-bid meetings.
- Attend bid opening meetings.
- Attend on-site construction meetings.
- Perform site observation visit with report
- Perform punchlists.

Compliance Documentation:

- ASHRAE 90.1 or IECC Energy Code compliance form completion (prescriptive path only).

BIM:

- Provides DBR BIM Execution Plan
- Export and provide clash detection files (.nwc)
- Perform scheduled in-house clash detections
- Host in-house BIM coordination meetings
- N/A

- LOD: 100
- LOD: 200
- LOD: 300
- LOD: 350
- N/A

- Unknown at this time
- Not Applicable

Project Delivery Method:

- Traditional – Design, Bid, Build
- Construction Manager at Risk
- Competitive Sealed Proposals
- Design Build
- Design Assist
- Job Order Contract
- Negotiated Contract

Additional Services (Not Included in Fee):

- Value Engineering.
- Extended Construction Schedule.
- Additional Construction Meetings.
- Additional Design Meetings due to change of scope.
- Project delays.
- Continuing to respond to RFI's that just refer to where the information can be found in documents.
- Insufficient work from contractor.
- More than two (2) shop drawing reviews per product.
- System comparison or evaluation of systems.
- Envelope compliance documentation.
- Storm, Sanitary and Domestic water greater than 5' outside of building.
- Construction Estimating.
- Sub-surface drainage.
- Modification to base building utilities not within tenant space.
- Lightning protection.
- As-Built Drawings.

MEP DESCRIPTION OF SERVICES AND HOURLY RATES:

1. **Schematic Design stage:** shall include meetings with the Owner and Architect, to determine MEP system selections, area requirements, and preliminary equipment location.
2. **Design Development stage:** shall include coordination meetings with the Project Architect to optimize on MEP equipment area requirements, preliminary A/C and electrical calculations and research into any applicable code requirements.
3. **Construction Documents stage:** shall include meetings and the preparation of mechanical, electrical and plumbing drawings and specifications suitable for bid purposes. Also included in this stage is coordination of all MEP systems in the building with the architectural and structural construction documents.
4. **Bid Negotiations stage:** shall include answering all contractor questions and assisting the Owner in making value engineering recommendations on proposals submitted by the contractors.
5. **Construction Administration stage:** shall include the review of all MEP shop drawings and responding to RFI's.
6. **On-site Construction Observation stage:** shall include periodic job site visits when requested by Architect.

We will be happy to perform additional services or additional observations as required by the Owner/Architect, in writing, on an hourly basis.

We will provide documentation of all construction job site visits.

We will bill monthly according to progress. The breakdown below shows the approximate portion of the fee for each of the proposed services:

a.	MEP Design	
i.	Assessments	5%
ii.	Schematic Design	10%
iii.	Design Development	20%
iv.	Construction Documents	45%
v.	Bid Negotiations	5%
vi.	Construction Administration	<u>15%</u>
		100%

The hourly billing rates shall be as follows:

Partner	\$220.00/hour	Engineer	\$130.00/hour
Director	\$200.00/hour	Commissioning Agent	\$130.00/hour
Practice Area Leader	\$180.00/hour	Senior Designer	\$130.00/hour
Senior Project Manager	\$175.00/hour	Assistant Project Manager	\$120.00/hour
Branch Manager	\$175.00/hour	Engineer in Training II	\$120.00/hour
Design Director	\$160.00/hour	Designer II	\$120.00/hour
Senior Commissioning Engineer	\$150.00/hour	Construction Administrator	\$120.00/hour
Project Manager	\$150.00/hour	Engineer in Training I	\$110.00/hour
Senior Commissioning Agent	\$145.00/hour	Designer I	\$110.00/hour
Design Leader	\$145.00/hour	Sustainability Professional	\$110.00/hour
Senior Engineer	\$140.00/hour	BIM Modeler	\$75.00/hour
Quality Control	\$140.00/hour	Business Administrative Assistant	\$70.00/hour
Senior Construction Administrator	\$140.00/hour	Construction Clerk	\$70.00/hour



September 24, 2021

Mission C. I. S. D.
Attn: Mr. Ricardo Rivera, Asst. Superintendent for Operations
1201 Bryce Dr.
Mission, TX 78572

Re: Mission Collegiate High School - Pavilion

Dear Mr. Rivera,

We appreciate the opportunity to provide Mission C.I.S.D. with a fee proposal for the above mentioned project. We propose to provide architectural services for the proposed Pavilion for a total fee of **6.3% of the total construction cost or a fixed fee of \$63,000, whichever is greater.**

A. The Scope of work includes the following:

1. Prepare drawings and specs
2. Construction Supervision
3. Architectural, MEP and Structural

B. Not included in the fee mentioned above are the following:

1. Civil Engineering services (if needed)
2. Landscape Design (if needed)
3. Reimbursable expenses, i.e. TDLR, testing
4. Renderings will be billed at \$500 each.
5. Preparation of AIA Contract Documents (ie. Contracts, Change Orders, Substantial Completion, etc).

If you have any questions please do not hesitate to call at (956) 843-2987.

Sincerely,

EGV Architects, Inc.

Mission C.I.S.D.

Eduardo G. Vela, AIA

Printed Name

A handwritten signature in blue ink, appearing to read 'E. Vela', is written over a horizontal line.

Signature

September 24, 2021

Date

Printed Name

Signature

Date

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

September 27, 2021

Mr. Rick Rivera, Assistant Superintendent for Operations
Mission C.I.S.D.
520 Holland Avenue
Mission, Texas 78572-4399

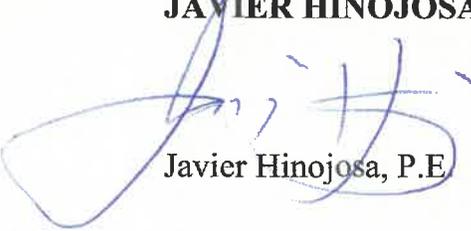
Re: Citrus Horticulture Lab (Conway Avenue)

Dear Mr. Rivera,

As per the District's request, this letter will serve as our Proposal for the required Civil Engineering services to prepare the plans and specifications for the proposed Citrus Horticulture Lab located at 2 ½ Mile North Conway Avenue. Our services will include the preparation of the construction plans and specifications along with the necessary subdivision platting services required through the City of Palmhurst and Sharyland Water Supply. It is noted that all work associated with the relocation of portable buildings to this site will be the responsibility of the School District. Included in this proposal is all survey work and periodic construction inspection during the duration of the project. Our fee to perform the required Engineering Services will be a fixed fee of \$56,000.00. We stand ready to proceed with this project at the execution of a contract between the School District and my firm. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

**Preliminary Cost Estimate
Citrus Horticulture Lab (Conway Avenue)
Prepared For: Mission CISD
Prepared By: Javier Hinojosa Engineering
September 27, 2021**

Water Distribution

1. 8" PVC C-900	1,700	LF	@	\$35.00	=	\$59,500.00
2. 8" Gate Valve & Box	3	EA	@	\$2,000.00	=	\$6,000.00
3. 2" Single Service (Long)	2	EA	@	\$1,500.00	=	\$3,000.00
4. Fire Hydrant w/Valve	4	EA	@	\$6,000.00	=	\$24,000.00
5. C.I. Fittings	3,000	LBS	@	\$3.00	=	\$9,000.00
6. Tie To Exist. 8" Waterline	1	EA	@	\$5,000.00	=	\$5,000.00
7. 8" X 8" X 8" Tapping Tee & Valve	2	EA	@	\$6,000.00	=	\$12,000.00
8. 2" Meter with Backflow Preventor	2	EA	@	\$20,000.00	=	\$40,000.00
9. Bore Driveways	70	LF	@	\$100.00	=	\$7,000.00
10. 16" Bore with Steel Casing	200	LF	@	\$350.00	=	\$70,000.00
11. 4" X 4" X 8" Tapping Tee & Valve	1	EA	@	\$5,000.00	=	\$5,000.00
12. Utility Adjustment	Lump Sum		@	\$15,000.00	=	\$15,000.00

Subtotal Water Distribution : \$255,500.00

Sanitary Sewer

1. Septic Tank	2	EA	@	\$10,000.00	=	\$20,000.00
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Subtotal Sanitary Sewer : \$20,000.00

Storm Drainage

1. 18" RC Pipe	400	LF	@	\$60.00	=	\$24,000.00
2. Trench Protection	400	LF	@	\$4.00	=	\$1,600.00
3. Curb Inlet	2	EA	@	\$5,000.00	=	\$10,000.00
4. Grate Inlet	1	EA	@	\$5,000.00	=	\$5,000.00
5. Down Drain	1	EA	@	\$1,500.00	=	\$1,500.00
6. Detention Pond	Lump Sum		@	\$20,000.00	=	\$20,000.00
7. 18" RC Culvert	70	LF	@	\$55.00	=	\$3,850.00
8. Safety End Treatment	2	EA	@	\$1,500.00	=	\$3,000.00

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Subtotal Storm Drainage : \$68,950.00

Vehicular Paving/Site Work

1. Unc. Excavation	1,000	CY	@	\$2.00	=	\$2,000.00
2. 8" Flexible Base	1,900	SY	@	\$9.00	=	\$17,100.00
3. 2" HMAC	1,900	SY	@	\$15.00	=	\$28,500.00
4. Lime Treated Subgrade	1,900	SY	@	\$2.00	=	\$3,800.00
5. Lime	20	TONS	@	\$250.00	=	\$5,000.00
6. Curb & Gutter	700	LF	@	\$10.00	=	\$7,000.00
7. Site Clearing	Lump Sum		@	\$8,000.00	=	\$8,000.00
8. Electrical & Lighting	Lump Sum		@	\$25,000.00	=	\$25,000.00
9. Erosion Control	Lump Sum		@	\$5,000.00	=	\$5,000.00
10. Pad Site for Portables	1,000	SY	@	\$10.00	=	\$10,000.00

Subtotal Street Paving : \$111,400.00

Subtotal Preliminary Construction Cost	:	\$455,850.00
Engineering Fee (Construction Plans)	:	\$36,000.00
Engineering Fee (Subdivision Platting)	:	\$20,000.00
Sharyland Water Supply Water Rights	:	\$25,000.00
Misc. Fees	:	\$5,000.00
Contingency (15%)	:	\$68,377.50
Material Testing	:	\$11,396.25
Total Preliminary Cost Estimate	:	\$621,623.75

September 24, 2021

Mr. Ricardo Rivera
Assistant Superintendent for Operations
Mission Consolidated Independent School District (Mission CISD)
520 Holland Avenue
Mission, Texas 78572-4399

**RE: Mission CISD – RFQ No. 520-22-0
Architect/Engineer/Testing Services for Various District Projects Including:
Playground Equipment for 11 Elementary Campuses
Synthetic Turf for Baseball & Softball Fields at VMHS & MHS
Mission Collegiate High School Physical Education Pavilion
Farmers project for Career & Technology**

Dear Mr. Rivera:

In accordance with the Mission CISD Regular Board meeting held on Wednesday, September 8, 2021 and our virtual meeting held with you and Mr. Adrian Hernandez from your office on Tuesday, September 21, 2021, **Raba Kistner, Inc. (RK)** is thankful for having been selected to provide professional consulting engineering services to Mission CISD (CLIENT) for the above-referenced four projects as part of RFQ No. 520-22-0. This document has been prepared as a master contract to provide professional services to the CLIENT on the following areas:

- Construction Materials Engineering & Testing Services
- Geotechnical Consulting Engineering Services

We appreciate the opportunity to submit this exclusive agreement and look forward to working with Mission CISD on various construction materials engineering and testing and geotechnical engineering projects throughout the coming years. Our professional services will be carried out in accordance with the scope of work that will be developed for each specific project and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Construction Materials Engineering and Testing – Schedule of Fees
II	Geotechnical Engineering Services Fees – Schedule of Fees
III	Standard Terms and Conditions



September 24, 2021

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Please return one signed original of this master contract in order for **RK** to obtain written authorization for our firm to provide the services as outlined herein. Our invoices are due and payable upon receipt and in accordance with Chapter 2251 of the Texas Government Code at P.O. Box 971037, Dallas, Texas 75397-1037.

Very truly yours,

RABA KISTNER, INC.



Katrin M. Leonard, P.E.
Vice President

CLIENT:
Mission CISD

ENGINEER:
RABA KISTNER, INC.

Mr. Ricardo Rivera
Assistant Superintendent for Operations

Katrin M. Leonard, P.E.
Vice President

Date

Date

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ASPHALTIC CONCRETE					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 75	Sampling Raw Materials of Composite Mix				
	Technician Time	5QT00		\$	59.50 /hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature				
	Technician Time	5Q401		\$	72.00 /hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination				
	Technician Time	5Q419		\$	72.00 /hr
ASTM D 2950	Nuclear Density Test with Inspection	5Q0R5		\$	19.75 /ea
	Nuclear Density Test	5Q0M0		\$	25.50 /ea
	Coring (See Coring Fee Schedule)				
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	5UBMH		\$	345.25 /ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	5UBMF		\$	176.75 /ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	5UBW3		\$	77.50 /set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test a) Molded Specimen	5UBJ0		\$	77.50 /set
	b) Asphalt Core (Technician Time)	5UBW3		\$	77.50 /set
	Laboratory Core Density	5Q411		\$	59.50 /hr
		5X129		\$	25.75 /ea
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor) Hveem (Gyro Compactor)	5UB6L		\$	82.75 /set
		5UB6Q		\$	105.00 /set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance TxDOT CMHB TxDOT Calibration Mix and Pans TxDOT Black Base Design, Item 345	2QWZW		\$	2,675.00 /ea
		2QWZX		\$	2,675.00 /ea
		2UKV0		\$	3,800.00 /ea
		2WC1N		\$	447.00 /ea
		2WC1P		\$	2,000.00 /ea

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ASPHALTIC CONCRETE (Continued)				
REFERENCE	LABORATORY SERVICES			UNIT RATES
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	5UB4B	\$	71.00 /ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	5UPL0	\$	109.00 /ea
AASHTO TP 33	Fine Aggregate Angularity	5WCNC	\$	69.00 /ea
ASTM D 4791-95	Flat and Elongated Particles	5UB6B	\$	69.00 /ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	5UB5B	\$	58.50 /ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	5UBAB	\$	84.75 /ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)			
	Preparation Time	2U002	\$	66.00 /hr
	a) Magnesium - 5 Cycle	2UB3S	\$	618.00 /ea
	b) Sodium - 5 Cycle	2UB3T	\$	618.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)			
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	2UQR0	\$	309.00 /ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	2VREA	\$	8,267.75 /ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	5UBS0	\$	126.00 /ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)			
	with Freeze/Thaw	2VRE0	\$	717.00 /ea
	without Freeze/Thaw	2VRD0	\$	559.25 /ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)			
	Mixture Design	2UB6S		Upon Request
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	2UB6R	\$	1,054.75 /set
TxDOT, TEX-126-E	Molding and Strength	2UB61	\$	513.00 /set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	5UB62	\$	194.75 /set

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BUILDING ENVELOPE					
REFERENCE	CONSULTING SERVICES			UNIT RATES	
	Senior Architect			\$	206.00 /hr
	Senior Business Envelope Consultant			\$	144.25 /hr
	Senior Project Manager			\$	134.00 /hr
	Business Envelope Consultant			\$	118.50 /hr
	Intern Architect			\$	97.75 /hr
	Business Envelope Observer			\$	92.75 /hr
	Business Envelope Technician			\$	82.50 /hr
	Secretarial			\$	61.75 /hr
BLAST MONITORING					
REFERENCE	FIELD SERVICES			UNIT RATES	
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges				
	Hourly Rate	5Q437		\$	85.50 /hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring				
	Seismic Equipment Rental (Minimum of 1 Per Month)				
	Technician Time	Q437		\$	85.50 /hr
	Materials Engineer	TS		\$	175.00 /hr

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CEMENT TREATED BASE / SUBGRADE					
REFERENCE	FIELD SERVICES			UNIT RATES	
PCA	Sampling Raw Materials for Mix Verification				
	Technician Time	5QT00		\$ 59.50	/hr
	Sampling Contractor Processed Material				
	Technician Time	5QT00		\$ 59.50	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
PCA	Molding Controlled Processed Material	5VST5		\$ 95.90	/ea
PCA	Unconfined Compressive Strength Testing	5VSGR		\$ 43.00	/ea
ASTM D 559;	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)				
ASTM D 560	Wet Dry/Freeze Thaw	2VS90		\$ 772.50	/set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg				
	Limits	2VSRS		\$ 593.50	/ea
	<u>Mix Design</u>				
PCA	Mix Design - Cement Treated Base (Does Not Include				
TxDOT, TEX-120-E	Durability)	2VSRR		\$ 1,653.00	/ea

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day				
	Technician Time	5QT00		\$ 59.50	/hr
	Pick-Up of Test Specimens	5Q055		\$ 59.50	/hr
	Standby Time	5Q600		\$ 59.50	/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)				
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	5QFXE		\$ 18.50	/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	5QNL0		\$ 34.25	/ea
	c) "Hold" Cylinder (Additional Charge)	5QGP0		\$ 12.75	/ea
	d) "Strip" Cylinder (Additional Charge)	5QGY0		\$ 16.50	/ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	5QFXG		\$ 22.00	/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	5QFXG		\$ 22.00	/ea
	g) Dry Density - Concrete Cylinder	5QGMH		\$ 62.50	/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	5QMXC		\$ 54.50	/ea
	Air Content (In Conjunction with Sampling)				
ASTM C 231	a) Pressure	5QBT0		\$ 35.00	/ea
ASTM C 173	b) Volumetric	5QB40		\$ 46.00	/ea
AASHTO T 199	c) Chase	5QBE0		\$ 21.50	/ea
ASTM C 138	Unit Weight	5QX00		\$ 40.00	/ea
ASTM C 143	Additional Slump Test	5QGWA		\$ 27.75	/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time				
	Technician Time	5Q422		\$ 71.50	/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens				
	Technician Time	5Q422		\$ 71.50	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	5VUR0		\$ 417.00	/ea

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ACI 211.1 (303.R)	Architectural Mix Design	2VAR0		\$	461.50 /ea
ACI 211.2	Lightweight Structural Mix Design	2VLR0		\$	433.50 /ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	2VMVT		\$	461.50 /ea
ASTM C 1202	Chloride Ion Permeability	2QAOA		\$	370.75 /set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	5VGGK		\$	38.75 /ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	2VT5B		\$	123.75 /ea
ASTM C 666	Freeze-Thaw Test	5VGLV		\$	508.75 /set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	2VGJB		\$	103.00 /ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	2VGLW		\$	66.00 /hr
ASTM C 805	Schmidt Rebound Number	5VGLX		\$	120.50 /hr
ASTM C 157	Length Change of Mortar or Concrete	5VGNN		\$	1,030.00 /set

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE AGGREGATES				
REFERENCE	FIELD SERVICES			UNIT RATES
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	5QT00	\$	59.50 /hr
REFERENCE	LABORATORY SERVICES			UNIT RATES
ASTM C 566	Moisture Content	5UQV0	\$	12.75 /ea
ASTM C 29;	Unit Weight (Coarse or Fine)			
	a) Loose	5UH9N	\$	50.75 /ea
	b) Rodded	5UH9N	\$	50.75 /ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	5UB5B	\$	58.25 /ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	5UBMI	\$	80.75 /test
	Absorption			
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	5UHAQ	\$	35.25 /ea
ASTM C 128; TxDOT, TEX-201-F	b) Lightweight Aggregate (Coarse)	5UHAP	\$	35.25 /ea
ASTM C 136;	Sieve Analysis (Dry) for ASTM C 33 Specification			
TxDOT, TEX-401-A	a) Coarse, Per Sample	5UH4J	\$	62.50 /ea
	b) Fine, Per Sample	5UH4K	\$	71.50 /ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	5UH17	\$	69.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	2UQR0	\$	309.00 /ea
ASTM C 88;	Sulfate Soundness (Time and Test)			
TxDOT, TEX-411-A	Preparation Time	2U002	\$	66.00 /hr
	a) Magnesium - 5 Cycle	2UB3S	\$	618.00 /ea
	b) Sodium - 5 Cycle	2UB3T	\$	618.00 /ea
ASTM C 117; ASTM C 29; ASTM C 127;	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)			
ASTM C 128;	Conducted in Conjunction with Concrete Mix Design	5VGR3	\$	19.00 /ea
ASTM C 136; ASTM C 566;	Conducted Separate from Concrete Mix Design	5VG03	\$	259.25 /ea
TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A				

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CORING					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM C 42; ACI 318	Technician Time and Equipment				
	a) One Man	5Q412		\$ 71.25	/hr
	b) Two Men	5Q413		\$ 123.00	/hr
	c) Reinforcing Steel Detector	5QK0N		\$ 45.00	/day
	d) Coring Rig	5QKJY		\$ 138.00	/day
	e) Generator	5QK0Z		\$ 115.75	/day
	Bit Wear				
	a) Limestone Aggregate	5QD0L		\$ 5.25	/in.-in
	b) Quartz Aggregate (River Gravel)	5QDU0		\$ 6.25	/in.-in
REFERENCE	LABORATORY SERVICES				
ASTM C 42	Sawed Ends for Compressive Strength Tests				
	a) Limestone Aggregate	2UL20		\$ 1.50	/sq.in
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	5QFXF		\$ 29.25	/ea
	Report Photographs			Cost +15%	
	Laboratory Air-Dried Unit Weight	5QXAF		\$ 20.75	/ea

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DRILLED-AND-UNDERREAMED PIERS					
REFERENCE	FIELD SERVICES			UNIT RATES	
	This Service is Provided to Observe and/or Record the Following Items:				
ACI 336.1	a) Specification Dimensions of Shaft and Bell				
	b) Identification of Foundation Bearing Stratum				
	c) Cleanliness of the Pier Excavation Bottom				
	d) Size, Grade, Length, Concrete Cover and Orientation of Reinforcing Steel				
	e) Consistency of Concrete Placed in the Pier				
	Technician Time				
	a) Hourly	BQ410		\$	75.75 /hr
	Cylinders Cast in Conjunction with Observation	5QFXE		\$	18.50 /ea

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FLY ASH					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 311	Moisture Content	2UQV0		\$ 15.50	/ea
ASTM C 311	Loss of Ignition	2WCU0		\$ 44.25	/ea
ASTM C 311	Available Alkalies	2WCE0		\$ 129.00	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	2WCN9		\$ 80.25	/ea
ASTM C 311	Soundness, Autoclave	2WCD0		\$ 288.50	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	2WCXF		\$ 492.25	/ea
ASTM C 311	Pozzolanic Activity; Lime	2WCXR		\$ 207.00	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	2WCKU		\$ 376.00	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	2WCCG		\$ 477.00	/ea
ASTM C 618	ASTM C 618 Physical Analysis	2WCCW		\$ 1,160.00	/ea
ASTM C 595	Water-Soluble Fraction	2WC5E		\$ 56.75	/ea
ASTM C 188	Specific Gravity	2UK50		\$ 80.25	/ea

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GROUND PENETRATING RADAR (GPR) SERVICES					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges				
	Hourly Rate	Q80J		\$ 127.75	/hr
	GPR Equipment	QQ80M		\$ 535.75	/day
	Materials Engineer	TS		\$ 175.00	/hr

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LIME					
REFERENCE	FIELD SERVICES			UNIT RATES	
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth				
	Technician Time	5Q402		\$ 74.75	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	5UQ4X		\$ 83.75	/ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	5VSPN		\$ 502.00	/ea

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PORTLAND CEMENT					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 183	Standard Method of Sampling Hydraulic Cement	2U005		\$ 60.75	/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	2Q403		\$ 31.00	/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	2WHAU		\$ 70.00	/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	2WHIN		\$ 76.25	/ea
ASTM C 151	Autoclave Expansion of Portland Cement	2WHD0		\$ 275.00	/ea
ASTM C 187	Normal Consistency of Hydraulic Cement	2WHWH		\$ 70.00	/ea
ASTM C 188	Specific Gravity of Hydraulic Cement	2UR50		\$ 80.25	/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	2WCN9		\$ 80.25	/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	2WHM0		\$ 70.00	/ea
ASTM C 114	Chemical Analysis	2WHBG		\$ 505.00	/ea
ASTM C 91	Water Retention of Masonry Cement	2WH52		\$ 129.00	/ea
ASTM C 150	Chemical Analysis	2WHBG		\$ 505.00	/ea
	Physical Analysis	2WHBW		\$ 1,005.00	/ea

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SCHEDULE OF FEES

SOILS					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 75	Sampling Subgrade, Fill or Base				
	Technician Time	5QT00		\$ 59.50	/hr
	In-Place Moisture-Density Tests				
	Technician Time	5QT00		\$ 59.50	/hr
ASTM D 2922	Nuclear Density	5Q0M0		\$ 25.50	/ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	5QUM0		\$ 96.25	/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)				
	Technician Time (Hourly Rate)	5QT00		\$ 59.50	/hr
	Proof Rolling Observation	5QT04		\$ 59.50	/hr
ASTM D 2922	Nuclear Density Tests with Observation	5Q0R0		\$ 20.00	/ea
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	5UQV0		\$ 12.75	/ea
	Atterberg Limits				
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	5VRBG		\$ 102.00	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits				
ASTM D 427	a) Volumetric	5WK2T		\$ 140.75	/ea
	b) Linear (TxDOT, TEX-107-E)	5WK2T		\$ 140.75	/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis				
	a) Washed Through No. 40 (Up to 5 Sieves)	5WKR5		\$ 69.00	/ea
	b) Washed Through No. 200 (Up to 4 Sieves)	5WKR4		\$ 114.00	/ea
	c) Additional Sieves	5WKR8		\$ 16.00	/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	5WKR8		\$ 69.00	/ea
	Moisture-Density Relationship				
	Preparation Time	5U001		\$ 63.75	/hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P		\$ 478.50	/ea
	pH	UH5J		\$ 63.00	/ea
	Resistivity	UH5L		\$ 322.50	/ea
	Sulfate Content (colorimetric method)	UKF3		\$ 108.50	/ea
	Chloride Content			\$ 62.50	/ea

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

SOILS (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 698; ASTM D 1557	ASTM	5VRSF		\$ 279.75	/ea
AASHTO T 99; AASHTO T 180	AASHTO	5VRSF		\$ 279.75	/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	5VRSQ		\$ 332.00	/ea
MIL STD CE 55A	Corps of Engineers	5VRSQ		\$ 332.00	/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	2UQR0		\$ 309.00	/ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	5VRF1		\$ 1,094.25	/set
	Each Additional Specimen	5VRFD		\$ 252.75	/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens				
	Part I	2VR62		\$ 1,837.50	/set
	Part II	5VR63		\$ 1,650.00	/ea
	Each Additional Specimen	2VR6D		\$ 207.00	/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	5UQ50		\$ 113.50	/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	5WKRQ		\$ 377.75	/ea
ASTM D 2166	Unit Weight	5WML0		\$ 39.50	/ea
TxDOT, TEX-116-E	Wet Ball Mill	5WK60		\$ 287.00	/ea
TxDOT, TEX-107-E	Shrinkage Limit	5WK2T		\$ 141.00	/ea
	Water Content and Visual Classification	5W050		\$ 17.50	/ea
	Unconfined Compression (includes unit dry weight)				
	a) Soil Shelby Tube Specimens	5VP7L		\$ 59.75	/ea
	b) Rock Core Specimens	5VN7L		\$ 64.75	/ea
	(1) Sawed Specimen Ends	5UL21		\$ 15.00	/end
	Triaxial Compression				
	a) Unconsolidated-Undrained, Per Specimen	2W046		\$ 110.00	/ea
	b) Unconsolidated-Undrained, Multistage	2WF46		\$ 382.00	/ea
	Direct Shear				
	a) Unconsolidated-Undrained	2WKI6		\$ 304.00	/ea

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

STEEL					
REFERENCE					
AISC	FIELD SERVICES			UNIT RATES	
	Observation - Fabrication Shop or Field Erection				
AWS D1.1	Certified Welding Inspector	TS		\$ 136.25	/hr
	Technician Time	5Q423		\$ 75.75	/hr
	Weldment Observation				
AISC	Certified Welding Inspector	TS		\$ 136.25	/hr
	Technician Time/Certified Associate Welding Inspector	5Q424		\$ 77.25	/hr
	Bolt Torque Testing				
CRSI; ASTM A 615	Technician Time	5Q423		\$ 76.75	/hr
	<u>Reinforcing Steel</u>				
CRSI, ACI 318	Sampling for Subsequent Lab Testing Technician Time	5QK5N		\$ 59.50	/hr
	Placement and Cross-Section Observation				
	Materials Engineer	5Q425		\$ 193.00	/hr
PTI; ACI 318	Technician Time	5Q423		\$ 75.75	/hr
	<u>Pre-Tensioning Strands/Post-Tensioning Tendons</u>				
	Placement and Stressing Observation				
	Materials Engineer	5Q425		\$ 193.00	/hr
AWS D1.1; ASME Sec. IX	Technician Time	5Q423		\$ 75.75	/hr
	<u>Welders Tests</u>				
	Witness Qualification Welding	2QZ00		\$ 145.00	/hr
	Qualification Welding Coupons				
AWS D1.1	a) 3/8-in. Coupon			Cost +15%	
	b) 1-in. Coupon			Cost +15%	
	Guided Bend Tests				
AWS D1.1	Bend Tests	5QWC0		\$ 37.75	/ea
	Set-Up Charge, Per Day	2QJS0		\$ 72.75	/day
	Tensile Tests (Test and Set-Up)				
	Tensile Tests				

ATTACHMENT I
 CONSTRUCTION MATERIALS ENGINEERING AND TESTING
 SCHEDULE OF FEES

CONSULTANTS AND COORDINATION		UNIT RATES			
	Principal Engineer	\$235.75	to	\$396.50	/hr
	Managing Engineer	\$153.00	to	\$261.50	/hr
	Staff Engineer	\$121.50	to	\$209.50	/hr
	Laboratory Manager	\$94.75	to	\$187.50	/hr
	Construction Services Manager	\$94.75	to	\$187.50	/hr
	Project Management/Coordination Time	\$61.75	to	\$140.00	/hr
	Outside Professional Services				
	Additional Insured			\$ 281.00	/ea
	Secretarial	\$61.75	to	\$105.00	/hr
	Word Processing			\$ 58.00	/hr
	Report Preparation and Administration	\$61.75	to	\$105.00	/hr

ATTACHMENT I
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BASIC CHARGE					
1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.					
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.					
3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.					
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.					
5. Minimum of 2 hours billing per visit to project site.					
6. A ten (10) percent project management and administration cost will be added to all invoices.					
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. R-K will keep you CLIENT apprised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. R-K will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by R-K for the project					
8. R-K will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.					

**ATTACHMENT II
GEOTECHNICAL ENGINEERING SERVICES
SCHEDULE OF FEES**

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>RATES</u>
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	\$14.00/ft
	Soil (Below 50 ft.)	\$16.50/ft
	Soft Rock	By Quote
	Nx Rock Core	
	Rock Coring	By Quote
	Field Logging Services	
	Engineering Technician	\$ 59.50/hr
	Registered Geologist	\$149.00/hr
	Staff Engineer (E.I.T.)	\$139.50/hr
	Licensed Professional Engineer (P.E.)	\$193.00/hr
	Field Coordination	
	Field Engineer (E.I.T.)	\$139.50/hr
	Engineering Technician (Flagman)	\$ 59.50/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	\$286.75/ls
	Field Logger Trip Charge	\$1.00/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	\$226.25/hr
	Mileage – Non-Drilling Equipment	\$ 1.00/mile
	Grout/Bentonite Backfill	\$ 6.75/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	\$49.00/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	\$102.00/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$ 12.75/ea
ASTM D 427	Shrinkage Limit in Conjunction with Atterberg Limits	
	a) Volumetric	\$140.75/ea
	b) Linear (TxDOT, TEX-107-E)	\$140.75/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis	
	a)Washed Through No. 40 (Up to 5 Sieves)	\$ 69.00/ea
	b)Washed Through No. 200 (Up to 4 Sieves)	\$114.00/ea
	c) Additional Sieves	\$ 16.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	\$ 69.00/ea

**ATTACHMENT II
GEOTECHNICAL ENGINEERING SERVICES
SCHEDULE OF FEES**

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	\$113.50/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	\$ 377.75/ea
ASTM D 2166	Unit Dry Weight	\$ 39.50/ea
ASTM 4318	Lime Series	\$ 468.50/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	\$ 59.75/ea \$ 64.75/ea \$ 15.00/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	\$ 382.00/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	\$ 304.00/ea \$ 593.00/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	\$ 944.00/ea
	Corrosivity (pH, chloride, sulfate, resistivity)	\$ 478.50/ea
	pH	\$ 63.00/ea
	Resistivity	\$ 322.50/ea
	Sulfate Content	\$ 108.50/ea
	Chloride Content	\$ 62.50/ea
	Swell Test	
	a) Method "A"	\$ 1,395.50/ea
	b) Method "B"	\$ 245.00/ea
	a) Method "C"	\$ 1,674.75/ea
	b) Modified Method "B"	\$ 217.25/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	\$ 235.75 to 396.50/hr
Licensed Professional Engineer (P.E.)	\$ 153.00 to 261.50/hr
Staff Engineer, E.I.T.	\$ 121.50 to 209.50/hr
Registered Geologist	\$ 149.00/hr
Draftsman	\$ 98.25/hr
Outside Professional Services	Cost + 15%
Additional Insured	\$ 281.25/ea
Secretarial	\$ 61.75 to 105.00/hr
Vehicle Travel Charge	\$ 1.00/mile

NOTE: Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified. The fee schedule presented in this attachment is subject to an annual 4% increase to reflect the increases in costs in the provision of the services.



STANDARD TERMS AND CONDITIONS

1. Definitions.

1.1 RK. Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 CLIENT. Person, entity or organization for which RK is rendering services regarding the Project.

1.3 PROJECT. The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 CONTRACTOR. Person, entity or organization providing construction services, including labor and material for the Project.

1.5 SERVICES. The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 AGREEMENT. RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the

size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans,

Attachment III

specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and

expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

- 18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF**

SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

- 20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
- 22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of

Attachment III

the project.

23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

MEG ENGINEERS *Strong Leaders!*

September 24, 2021

Mr. Ricardo Rivera
Assistant Superintendent for Operations
Mission CISD
520 Holland Avenue
Mission, Texas 78572-4399
956-323-8963
Rriver49@mcisd.org

**Re: Geotechnical, Construction Materials Testing (CMT), Environmental & Indoor Air Quality Consulting Services – Schedule of Fees
RFQ No. 520-22-0 “Architect / Engineering / Testing Services for Various District Projects
Mission CISD
Mission, Hidalgo County, Texas**

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Dear Mr. Rivera:

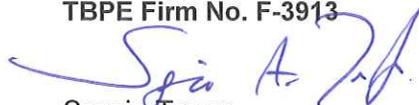
Millennium Engineers Group, Inc. is pleased to have been selected to provide Professional Testing Services for Mission CISD. Please see the attached proposed schedule of fees.

We do not perform balance testing and commissioning but we can hire a subcontractor if that service is needed by MEG.

We would like the opportunity to have a second meeting if necessary to discuss the scope of services or schedule of fees presented.

If you have any questions please feel free to contact Sergio Tovar at 956/702-8500 or at email address stovar@megengineers.com. It is a pleasure and we look forward to working with Mission CISD and its staff on upcoming projects.

Respectfully submitted,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913



Sergio Tovar
Executive Director of Project Management / Administration



GEOTECHNICAL | TESTING | ENVIRONMENTAL | GEOSTRUCTURAL | FACILITIES
■ PHARR ■ SAN BENITO ■ LAREDO ■ AUSTIN ■ ODESSA ■

MEG Engineers ■ 5804 N. Gumwood Ave. ■ Pharr, Texas 78577

ENGINEER'S FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

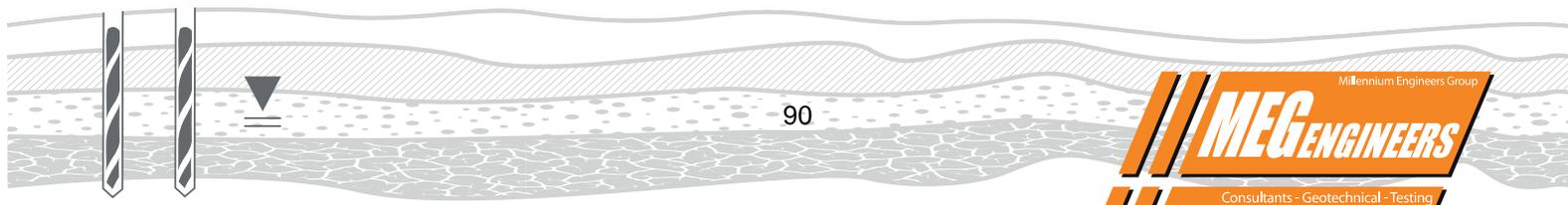
SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings

In Soil, 0 – 50 feet (per foot).....	\$12.00
In Soil, 50 – 100 feet (per foot).....	15.00
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	300.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile).....	0.80
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	75.00
Field Coordination	
Field Engineer (per hour).....	125.00
Utility Clearance (per hour).....	75.00
Flagman (per hour).....	75.00
Per Diem (If required)	130.00
Unconfined Compression (each test).....	50.00
Moisture Content (each test).....	8.00
Grout Backfill (per foot).....	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

SOILS AND AGGREGATE SECTION

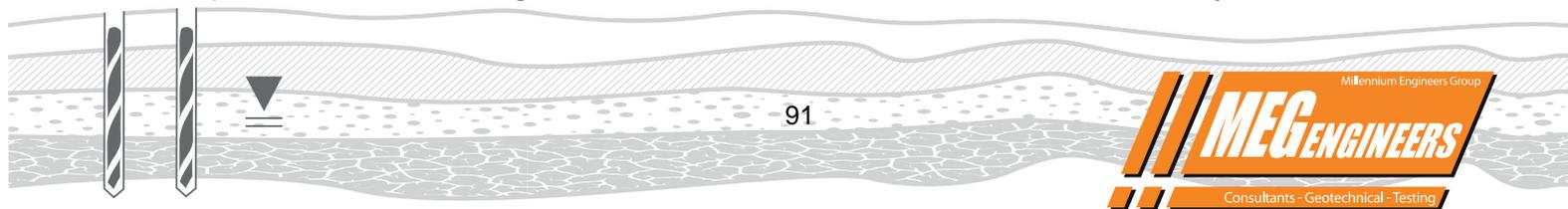
Material Preparation Time (per hour).....	\$50.00
Atterberg Limits (each test).....	70.00
Sieve Analysis	
Dry through No. 40 (each test).....	75.00
Additional Sieves (each sieve).....	12.00
Percent Passing No. 200 Sieve (each test).....	50.00



Moisture Density Relationship	
Standard Proctor (each test).....	220.00
Modified Proctor (each test).....	220.00
TxDOT Proctor (each test).....	220.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test).....	19.00
Depth Test (each test).....	5.00
Wet Ball Mill (each test)	180.00
Determination of Optimum Lime Content	
PI Method – (each test)	220.00
Tex 121-E - (each test)	220.00
PH Method - (each test)	220.00
Additional Points (each point).....	80.00
California Bearing Ratio (each test).....	545.00
Additional Specimens (each specimen).....	155.00
Small Moisture Content of Aggregates and Base (each test).....	8.00
Large Moisture Content of Aggregates and Base (each test).....	30.00
Linear Shrinkage (each test)	75.00
pH (each test).....	75.00
Resistivity of Soils (each test)	70.00
Specific Gravity (each test).....	80.00
Unit Weight (each test).....	50.00
Soundness (each test)	545.00
Sulfate Content (each test).....	80.00
Hydrometer (each test).....	165.00

BITUMINOUS SECTION

Material Preparation Time (per hour).....	\$50.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test).....	190.00
Asphalt Cores (each core).....	55.00
Asphalt Core Density (each core).....	35.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity (each test)	75.00
Lab Density (each test).....	60.00
Effect of Water on Bituminous Paving Mixtures (each test)	60.00
Hveem Stability (each test).....	100.00
Coring Rig (per day).....	105.00
Asphaltic Concrete Design and Other Services	By Quote



Percent Passing No. 200 Sieve (per test).....	50.00
Molding Specimens (per set).....	60.00

CONCRETE SECTION

Material Preparation Time (per hour).....	\$50.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	16.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	15.00
Strip & Hold Cylinder (each cylinder).....	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	30.00
Strip & Hold Beam (each beam).....	30.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	30.00
Sawing of Concrete Cylinders or Cores (per end, per core).....	22.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	220.00
Portland Cement Concrete Design or other services	By Quote
Determination of Floor Flatness and Levelness (per sq. ft.)	0.05

MASONRY SECTION

Material Preparation Time (per hour).....	\$50.00
Grout Prism (each prism).....	20.00
Mortar Prism (each prism).....	20.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 3 Hrs).....	\$50.00
Concrete Engineering Technician (per hour) (Min. 3 Hrs).....	50.00
Asphalt Engineering Technician (per hour) (Min. 3 Hrs).....	50.00
Masonry Engineering Technician (per hour) (Min. 3 Hrs).....	50.00
Senior Engineering Technician (per hour).....	55.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	55.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Engineering Specialist (per hour).....	55.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 3 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs).....	100.00

ENVIRONMENTAL SERVICES

Phase I Environmental Site Assessment (each)	\$2,400.00
Phase II Environmental Site Assessment (each)	Request Quote
Phase III Environmental Site Assessment (each)	Request Quote
Professional Geologist (per hour)	120.00
Staff Geologist (per hour).....	100.00
Photo-ionization Detector (PID).....	65.00
Groundwater Hydrocarbon Gauge.....	65.00
NAPL Pump.....	65.00
Environmental Testing Equipment (per day).....	Request Quote
Environmental Testing Supplies (each).....	Request Quote
Senior Principal Program Manger.....	\$165.00
Senior Project Manager.....	110.00
Project Environmental Professional IV.....	130.00
Project Environmental Professional III.....	120.00
Project Environmental Professional II.....	110.00
Project Environmental Professional I.....	95.00
Environmental Technician II.....	84.00
Environmental Technician I.....	73.00
pH Testing - Soil (each test).....	75.00
pH Testing – Water (each test).....	85.00
Volatile Organic Compounds - Soil.....	90.00
Volatile Organic Compounds - Water.....	100.00
Semi-Volatile Organic Compounds - Soil.....	220.00
Semi-Volatile Organic Compounds - Water.....	230.00
RCRA 8 Metals - Soil.....	70.00
RCRA 8 Metals - Water.....	80.00
Texas 11 Metals - Soil.....	125.00
Texas 11 Metals - Water.....	135.00
TCLP Testing - Soil.....	775.00
TCLP Testing - Water.....	785.00
TCLP Testing - Other Medium.....	795.00
Total Petroleum Hydrocarbons - Soil.....	60.00
Total Petroleum Hydrocarbons - Water.....	70.00
Diesel Range Organics - Soil.....	70.00
Diesel Range Organics - Water.....	80.00
Gasoline Range Organics - Soil.....	45.00
Gasoline Range Organics - Water.....	55.00
Organochlorine Pesticides - Soil.....	115.00
Organochlorine Pesticides - Water.....	125.00
Chlorinated Herbicides - Soil.....	160.00
Chlorinated Herbicides - Water.....	170.00

INDOOR AIR QUALITY CONSULTING SERVICES

Allergenco/Anderson Samples (sample).....	70.00
Air Cell Samples (sample – 24 hr)	45.00
Air Cell Samples (sample – 8 hr)	50.00
Swab/Wipe Samples (sample – 24 hr)	40.00
Swab/Wipe Samples (sample – 8 hr)	45.00
Bulk/Tape Samples (sample – 24 hr)	40.00
Bulk/Tape Samples (sample – 8 hr)	45.00
CO2 Samples (sample)	2.00
CO Samples (sample)	2.00
Temp/Humidity Samples (sample)	2.00
VOC Scan Samples (sample)	325.00
Formaldehyde Samples (sample)	75.00
Ozone Samples (sample)	75.00
Lead Samples (XRF Hourly Rate)	75.00
IAQ Report Writing (hourly rate)	85.00
IAQ Specifications (hourly rate)	85.00
Final Report (hourly rate)	105.00
Typist/Clerical (hourly rate)	35.00
IAQ Consultant (hourly rate)	120.00
IAQ Technician (hourly rate)	85.00
Other Rates for Service (hourly)	125.00
Air Quality Oversight for Ten (10) Hours per day by IAQ Tech.....	850.00
All other samples and price per each (quest)(sample)	30.00
All other samples and price per each (dust)(sample)	25.00
All other samples and price per each (TVOC)(sample)	75.00
All other samples and price per each (lead)(sample)	30.00
All other samples and price per each (epa to 15)(sample)	250.00

OTHER SERVICES

Vehicle Trip Charge (Per day).....	\$60.00
Vehicle Trip Charge (per trip) (within 25 miles of office).....	40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	77.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 ½" x 11" (per page).....	0.12
8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20

Additional Insured (per request).....	200.00
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PROFESSIONAL SERVICES

Principal Engineer (per hour)	\$145.00
Project Engineer (per hour).....	110.00
Staff Engineer (per hour).....	95.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided

Project Management (per hour).....	\$105.00
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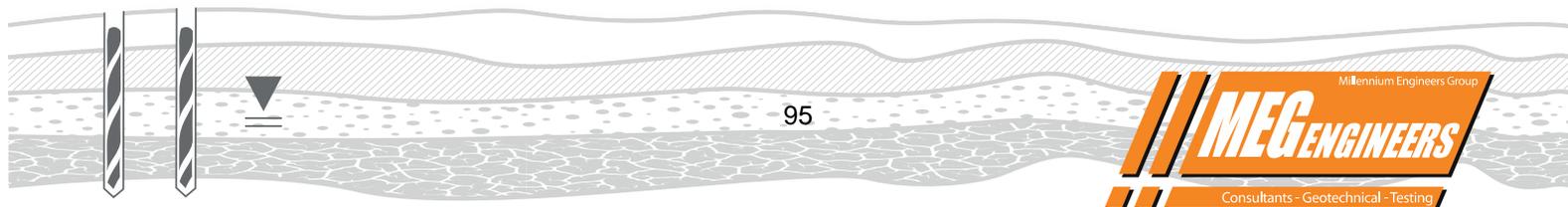
BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 3 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.



SUBJECT: To Enter Into Negotiations with All Firms for General Construction Services – Job Order Contracting

PRESENTER: Rick Rivera, Assistant Superintendent for Operations

BACKGROUND INFORMATION

Job Order Contracting (JOC) is a unique, indefinite delivery, indefinite quantity procurement method that helps facility owners complete a large number of repairs, maintenance, renovation and straightforward new construction projects with a single, competitively awarded contract. Unlike traditional bidding where each project is identified, designed and then put out to bid, Job Order Contracting establishes competitively-bid prices up front and eliminates the need to separately bid each project. It is an easy and expedited construction sourcing option. Traditional procurement cycles typically take months to complete and require a significant amount of administrative and technical resources. Once a job order contract is awarded, the owner can ask the contractor to perform a series of projects. There is no need to prepare, copy, advertise and distribute bid packages for each project. The time-consuming front-end process is completed one time, rather than repeated for each project. The procurement process takes weeks instead of months. Job Order Contracting also assists with budget control and cost savings. The cost of construction is preset and each task includes a detailed description, unit of measurement, unit price and where applicable, demolition cost. The Unit Prices contain locally-developed direct costs for material and labor.

Especially during hurricane season and for smaller projects, it is essential to have the capability to expedite emergency repairs where immediate remediation is required. Administration requests approval to seek competitive proposals from Bidders to establish multiple award contracts for General Construction Services using Job Order Contracting (JOC) for the services listed below.

- Electrical
- Steam fitting, pipe-fitting, and plumbing
- Structural steel and sheet metal, welding
- Masonry and concrete work
- Asphalt repair
- General carpentry and drywall installation
- Carpeting, flooring, drywall finishing
- Heating ventilation and air condition, electrical and mechanical
- Doors, windows, louvers, hardware, and glazing
- Painting of various surfaces
- Earthwork, excavation, exterior improvement, flex, and rigid paving, landscaping
- Demolition
- Asbestos abatement, hazardous material handling
- Mold

- Water damage
- Moving portables
- Roofing of different types: metal, TPO, PVC membrane, slate, etc.
- Telecommunications cabling services

This Job Order Contract service will be used on services for construction projects up to a \$500,000.00 total construction cost. Any services above this threshold will be brought forward to the Board of Trustees for consideration and approval. All projects that utilize Job Order Contracts will be presented to the Committee as informational items.

The administration will begin advertising and evaluating for the Procurement of Job Order Contracting Services so that the Board may review and approve.

As per the Committee meeting, the Job Order Contracts will be for a three-year term with an annual performance evaluation or as the Board recommends.

Multiple contractors may be selected for the Job Order Contract services.

At the Regular Board of Trustees meeting held on June 08, 2021, the Board approved to advertise and solicit Job Order Contracts for the different services in the district's best interest and will utilize Competitive Sealed Proposals as the procurement method and the Davis-Bacon Act as the prevailing wage determination.

Advertisements in the local newspapers were posted on August 12, 2021 and August 19, 2021. The process is for the submittals to be reviewed by the Purchasing Department Staff and the Administration Ranking Team to assure that firms meet the criteria based on demonstrated expertise, competence and qualifications. After the review Administration will then recommend those firms to be reviewed and ranked in order of selection. The recommendations will then be presented for review and possible approval to the Board of Trustees and Administration will then enter into negotiations in the order of selection. Administrative review and rankings were conducted on Tuesday, August 31, 2021 by Ms. Daisy Cuevas – Purchasing Specialist, Ms. Dora Garcia – Purchasing Coordinator, Mr. Adrian Hernandez – Project & Energy Coordinator, Mr. Joel Garcia – Assistant Superintendent for Business & Finance, Ms. Lorena Garcia – Deputy Superintendent for Support Services and Mr. Ricardo Rivera – Assistant Superintendent for Operations.

At the Regular Board of Trustees meeting held on September 8, 2021, the Board approved, to Accept Administrations Rankings and Enter Into Negotiations in the Order of Ranking for General Construction Services – Job Order Contracting.

ADMINISTRATIVE CONSIDERATIONS:

At last month's meeting Administration presented "Discussion and Possible Action to Accept Administrations Rankings and Enter Into Negotiations in the Order of Ranking for General Construction Services – Job Order Contracting" and we ranked the four firms that submitted their qualifications and proposed construction services. Administration presents that it would be to our advantage to have all four of the firms on contract due to the fact that it gives us a choice of contractors on stand-by to use depending on the project or emergency. In order to present this item for your review our agenda item from last month will have to be reworded and we will need to present this month at the workshop "To Enter Into Negotiations with **All** Firms for General Construction Services – Job Order Contracting". Last month was just limited to the order of ranking and selecting one, this agenda item allows us to negotiate and possibly select all.

Four firms submitted qualification packages listing their proposed services for various trades. Eighteen different trade services were listed and two of the four firms listed that they were qualified to undertake all of the services requested by MCISD. Two other firms listed only selected services that they would undertake.

Especially during hurricane season and for smaller projects, it is essential to have the capability to expedite emergency repairs where immediate remediation is required or where smaller projects can be completed sooner than through the traditional procurement process.

FUNDING SOURCE AND AMOUNT

N/A

RECOMMENDATION

Administration presents To Enter Into Negotiations with All Firms for General Construction Services – Job Order Contracting

EXHIBIT

Bid Ranking Sheets

CONTACT PERSON (S)

Rick Rivera, Assistant Superintendent for Operations
Dora Garcia, Purchasing Coordinator

Mission Consolidated Independent School District
 General Construction Services - Job Order Contracting
 CSP 500-22-0
 Bid Ranking - August 31, 2021

Contractors		8/A Builders	Basic IDIQ	RenoWorks	Rio United Builders	
Proposal Submission						
	Complete Proposal	x	x	x	x	
CRITERIA		Max Points				
Monetary Value - 40 points						
1	Coefficient/Multiplier for RS Means line items and for items not included in RS Means	40	34.9	40.0	34.4	32.0
	RS Means (all divisions) Regular Hours		1.00	0.91	1.00	1.21
	RS Means (all divisions) After Hours		1.20	0.99	1.25	1.30
	Items not in RS Means		1.30	1.15	1.30	1.30
	Total Coefficient/Multiplier		3.50	3.05	3.55	3.81
Qualifications and Reputation - 20 points						
2	Contractor's length of time in the construction business.	7	7	7	5	1
3	Contractor's past relationship with other clients on similar projects. Provide three (3) letters of reference from Owners identified in the lists of projects completed within the past five (5) years of similar scope and size.	5	3.2	3.3	5	2.5
4	Address history and procedure for assuring timely payment to sub-contractors and suppliers. Provide three (3) letters of reference from major suppliers and sub-contractors which specifically address the proposer's history of paying sub-contractors and material providers on time.	2	2	2	2	2
5	Prior experience with architectural and/or engineering firms. Provide a letter of reference from an Architectural or Engineering firm addressing the contractor's history of providing detailed documentation and a fair assessment of change order pricing.	2	2	2	2	2
6	List all claims, judgments, arbitration proceedings or suits pending or outstanding against your company for its officers . If any, please summarize the nature of these claims.	2	2	2	2	2
7	List all claims, judgments, arbitration proceedings or suits that your company or its officers has filed against a school district within the past ten (10) years?. If so, please summarize the nature of these claims.	2	2	2	2	2
Experience with Similar Projects - 15 points						
8	Contractor's experience with school district projects of similar size, type and complexity. List school district projects completed within the past five (5) years of similar scope and size.	10	10	10	10	10
9	Contractor's experience with projects of similar size, type and complexity. List all other projects completed within the past five (5) years of similar scope and size other than the ones listed above .	5	5	5	5	5
Key Personnel and Workforce - 8 points						
10	Qualifications and availability of contractor's personnel. Provide the names and a brief summary of experience or resume of key supervisory personnel to be assigned to the project. Provide history of maintaining assigned personnel for the duration of project.	5	5	5	5	3
11	Contractor's proposed sub-contractors. Provide a list of the sub-contractors that will be assigned to this project.	3	3	3	0	3
Past Performance with District - Quality of Work and Adherence to Contract Terms - 10 points						
12	List projects completed or in progress for Mission CISD.	10	0	0	5	0
HUB Certification - 0.5 points						
13	Provide documentation to assist compliance with laws and rules relating to Historically Underutilized Businesses.	0.5	0.5	0.5	0	0
Financial Strength of Company - 2 points						
14	Provide a letter from your bonding company addressing the points listed in the item 15 of the Contractor's Information Statement Form.	1	1	1	1	1
15	Provide a bank letter of reference with regards to the company's financial strength.	0.5	0.5	0.5	0.5	0.5
16	Provide a statement attesting if the company or company's principals under other company names ever filed for bankruptcy.	0.5	0	0.5	0	0.5
Thoroughness of Bid Submission and Quality of Presentation - 4.5 points						
17	Provide the Contractor's Checklist, including the documents required and the copies in the order requested. Contractor must submit everything required in project specifications including Contractor's Information Statement.	4.5	2.2	4.5	3.5	3.5
Total Points		100	80.3	88.3	82.4	70.0
Rank (1 is Highest)			3	1	2	4

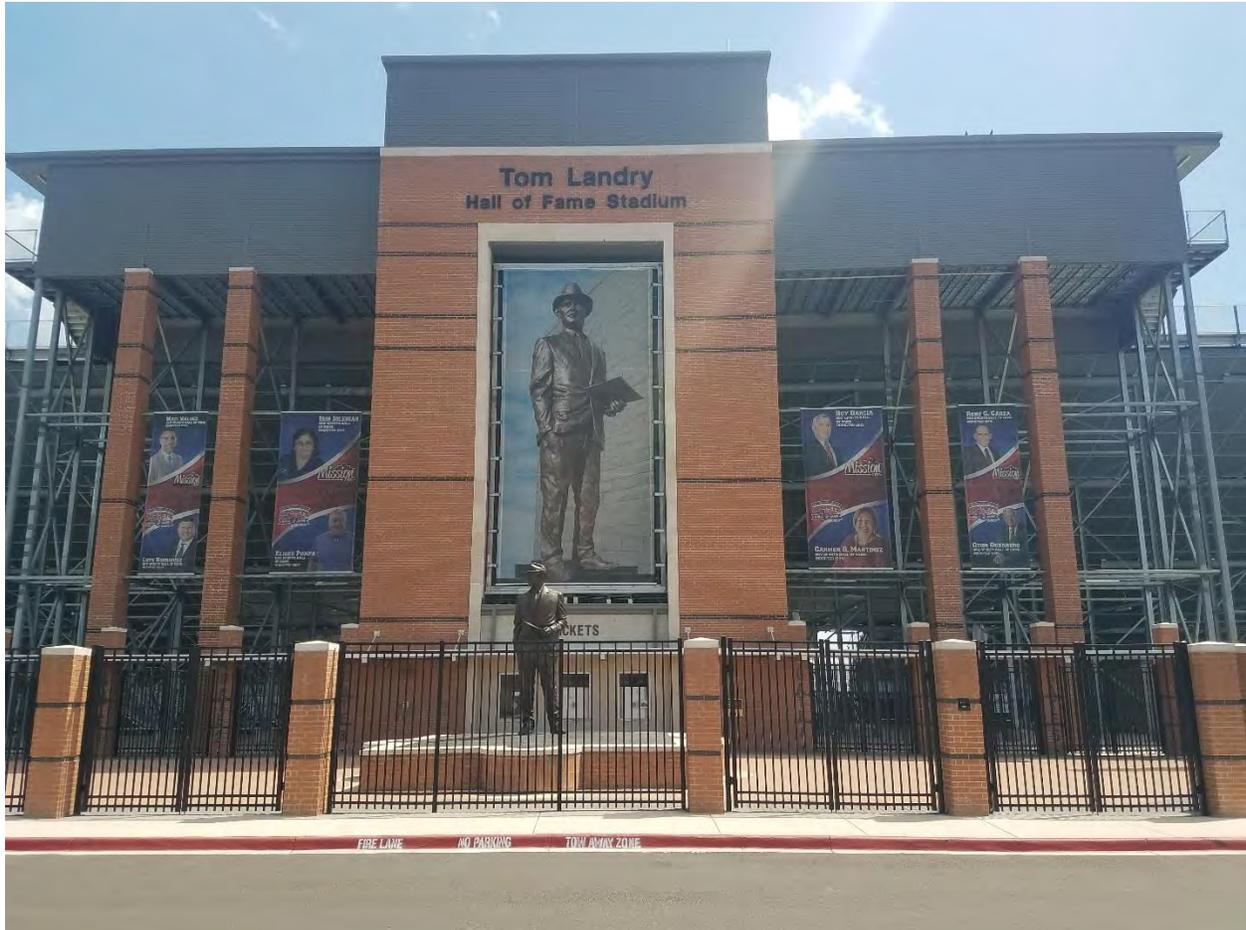
Committee Members:

Lorena Garcia, Deputy Superintendent for Support Services
 Ricardo Rivera, Assistant Superintendent for Operations
 Joel Garcia, Assistant Superintendent for Finance
 Adrian Hernandez, Coordinator for Projects and Energy Management
 Dora Garcia, Purchasing Coordinator
 Daisy Cuevas, Purchasing Specialist

Mission Consolidated Independent School District
 General Construction Services - Job Order Contracting CSP 500-22-0
 Bid Ranking - August 31, 2021

Proposed Services	8/A Builders	Basic IDIQ	RenoWorks	Rio United Builders
Electrical	X	X	X	X
Steam fitting, pipe-fitting, and plumbing		X		X
Structural steel and sheet metal, welding	X	X	X	X
Masonry and concrete work	X	X	X	X
Asphalt repair		X		X
General carpentry and drywall installation	X	X	X	X
Carpeting, flooring, drywall finishing		X	X	X
Heating ventilation and air condition, electrical and mechanical		X	X	X
Doors, windows, louvers, hardware, and glazing		X		X
Painting of various surfaces	X	X	X	X
Earthwork, excavation, exterior improvement, flex, and rigid paving, landscaping		X	X	X
Demolition	X	X	X	X
Asbestos abatement, hazardous material handling		X		X
Mold		X		X
Water damage		X	X	X
Moving portables	X	X		X
Roofing of different types: metal, TPO, PVC membrane, slate, etc.		X	X	X
Telecommunications cabling services		X		X
All of the above		X		X

**MCISD TOM LANDRY STADIUM
CIVIL AND STRUCTURAL REPAIRS**
MCISD Board of Trustees Workshop Meeting
October 6, 2021



Status as of Sept. 16, 2021

Updates:

Home Side Piers

- 101 of the 102 Piers have had the concrete flatwork around the pier removed. (See Attachments)
- 17 piers of the 102 piers have had the concrete removed a minimum of 42 inches per the repair detail. (See Attachments)

- 11 piers of the 102 piers have had the reinforcing in place. At the last MCISD Board of Trustees workshop Meeting, it was stated that 17 piers had the reinforcement in place. We did an observation report and found several reinforcements were not in compliance with the repair detail and asked the contractor to bring them into compliance prior to placing any concrete. We will be doing a re-observation of these piers prior to any concrete being placed. (See Attachments)

Home Side Pier Located at gridlines “C”&”16” (See Attachments)

- The center of the exposed the center of the exposed pier vertical reinforcements do not align with the center of the column.
- We have read through all the documents that Mission CISD provided us and did not find any RFI, ASI, or information regarding this area. We recommend further investigation of this item. We will meet with District personnel to see if they have any further records that we may look at.

Home Side Flatwork (See Attachments)

- From the saw cutting of the flatwork around the piers, it was noticed that the flatwork slab reinforcement was at or near the bottom of the concrete slab.
- Hinojosa Engineering, Inc. asked MCISD how to proceed with this issue. Do we ask the contractor to remove and replace or keep as is, not compliant to drawings? We recommend for flatwork to be removed and to be placed complying to the contract documents.

10% of aluminum bleachers have been reviewed for loose bolts and missing bolts. Bolts are being tightened and/or installed.

Visitors Side Piers (54 Piers) (See Attachments)

- 54 piers of the 54 piers have had the concrete flatwork around the pier removed.
- 0 piers of the 54 piers have had the concrete removed a minimum of 42 inches per the repair detail.
- 0 piers of the 54 piers have had the reinforcing in place.
- 0% of aluminum bleachers have been reviewed for loose bolts and missing bolts. Bolts are being tightened and/or installed.



HINOJOSA ENGINEERING, INC.

Civil Engineering • Structural Engineering

108 West 18th Street Mission, Texas 78572

Tel: (956) 581-0143 | Fax: (956) 581-2074

Registration Number F-908 | Expiration Date 09/30/2021

Date: 09-16-2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 09-16-2021 Progress Report at Tom Landry Stadium Home side Gridline A

Photo: 1

A17

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 2

A16

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

A15

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 4

A14

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 5

A13

- Demolished Flatwork Around Pier Has Been Removed.

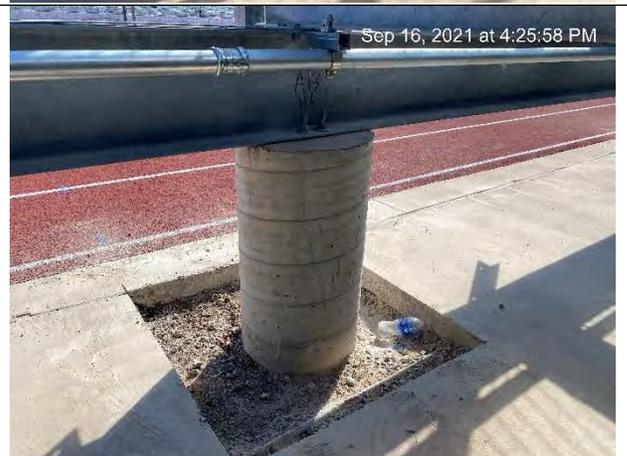


Photo: 6

A12

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 7

A11

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 8

A10

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 9

A9

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 10

A8

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 11

A7

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 12

A6

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 13

A5

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 14

A4

- Demolished Flatwork Around Pier Has Been Removed.



<p>Photo: 15 A3</p> <ul style="list-style-type: none"> Demolished Flatwork Around Pier Has Been Removed. 	
<p>Photo: 16 A2</p> <ul style="list-style-type: none"> Demolished Flatwork Around Pier Has Been Removed. 	
<p>Photo: 17 A1</p> <ul style="list-style-type: none"> Demolished Flatwork Around Pier Has Been Removed. 	

Notice: Observation and/or statements made on this document do not affect or replace project plans, specifications, or contractual requirements.

Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)
Report Typed By: Antonio Navarro IV (Construction Manager)
Report Done By: Alberto Trevino Sr. (Structural Project Manager)



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Registration Number F-908 | Expiration Date 09/30/2021

Date: 09/16/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 08-24-2021 Progress Report at Tom Landry Stadium Gridline B

Photo: 1

B17

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.



Photo: 2

B16

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

B15

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 4

B14

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 5

B13

- Demolished Flatwork Around Pier Has Been Removed.

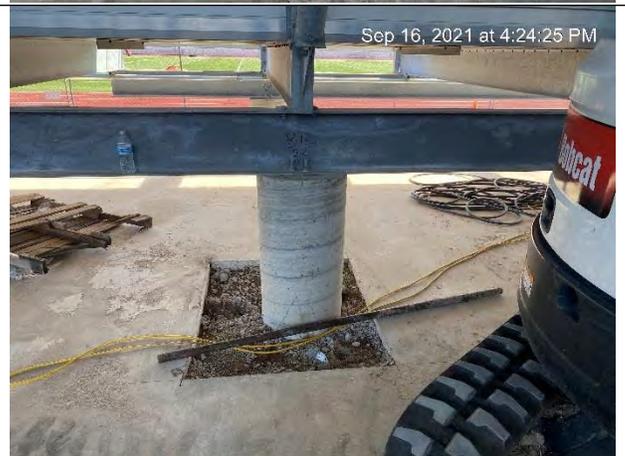


Photo: 6

B12

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Installation In Progress.



Photo: 7

B11

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Installation In Progress.



Photo: 8

B10

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.



Photo: 9

B9

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Installation In Progress.



Photo: 10

B8

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.



Photo: 11

B7

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.



Photo: 12

B6

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.



Photo: 13

B5

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.



Photo: 14

B4

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.



<p>Photo: 15 B3</p> <ul style="list-style-type: none"> • Existing Pier Concrete has been removed. • Existing Pier Reinforcement Has Been Removed. • New Pier Reinforcement Has Been Installed. • Observation Of New Pier Reinforcement Will Follow. 	
<p>Photo: 16 B2</p> <ul style="list-style-type: none"> • Existing Pier Concrete has been removed. • Existing Pier Reinforcement Has Been Removed. • New Pier Reinforcement Has Been Installed. • Observation Of New Pier Reinforcement Will Follow. 	
<p>Photo: 17 B1</p> <ul style="list-style-type: none"> • Existing Pier Concrete has been removed. • Existing Pier Reinforcement Has Been Removed. • New Pier Reinforcement Installation In Progress. 	

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Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)
Report Typed By: Antonio Navarro IV (Construction Manager)
Report Done By: Alberto Trevino Sr. (Structural Project Manager)



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Date: 09/16/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 09-16-2021 Progress Report at Tom Landry Stadium Home Side Gridline C

Photo: 1

C17

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 2

C16

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.

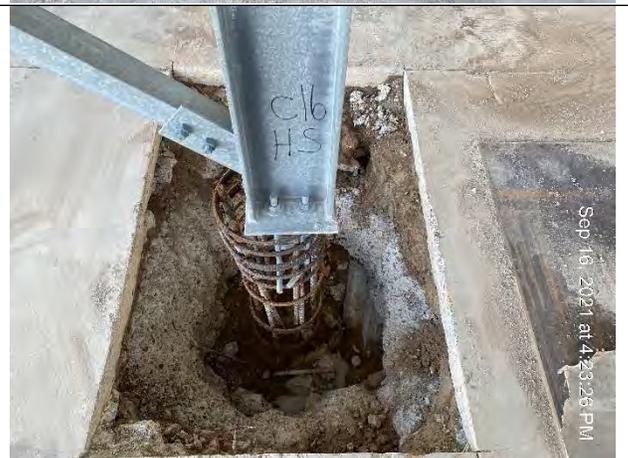


Photo: 3

C15

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Has Been Installed.
- Observation Of New Pier Reinforcement Will Follow.



Photo: 4

C14

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Installation In Progress.



Photo: 3

C13

- Existing Pier Concrete has been removed.
- Existing Pier Reinforcement Has Been Removed.
- New Pier Reinforcement Installation In Progress.



Photo: 6

C12

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 7

C11

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 8

C10

- Demolished Flatwork Around Pier Has Been Removed.

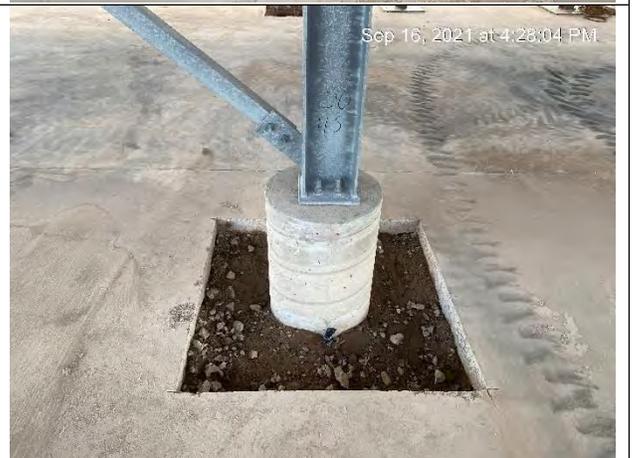


Photo: 9

C9

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 10

C8

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 11

C7

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 12

C6

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 13

C5

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 14

C4

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 15

C3

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 16

C2

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 17

C1

- Demolished Flatwork Around Pier Has Been Removed.



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Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)
Report Typed By: Antonio Navarro IV (Construction Manager)
Report Done By: Alberto Trevino Sr. (Structural Project Manager)



HINOJOSA ENGINEERING, INC.

Civil Engineering • Structural Engineering

108 West 18th Street Mission, Texas 78572

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Registration Number F-908 | Expiration Date 09/30/2021

Date: 09/16/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 09/16/2021 Progress Report at Tom Landry Stadium Home Side Gridline D

Photo: 1

D17

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 2

D16

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

D15

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 4

D14

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 5

D13

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 6

D12

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 7

D11

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 8

D10

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 9

D9

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 10

D8

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 11

D7

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 12

D6

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 13

D5

- Demolished Flatwork Around Pier Has Been Removed.

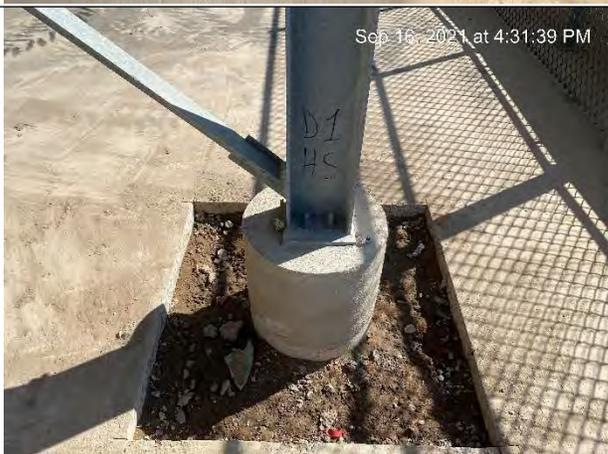


Photo: 14

D4

- Demolished Flatwork Around Pier Has Been Removed.



<p>Photo: 15 D3</p> <ul style="list-style-type: none"> Demolished Flatwork Around Pier Has Been Removed. 	
<p>Photo: 16 D2</p> <ul style="list-style-type: none"> Demolished Flatwork Around Pier Has Been Removed. 	
<p>Photo: 17 D1</p> <ul style="list-style-type: none"> Demolished Flatwork Around Pier Has Been Removed. 	

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Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)
Report Typed By: Antonio Navarro IV (Construction Manager)
Report Done By: Alberto Trevino Sr. (Structural Project Manager)



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Date: 09/16/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 09/16/2021 Progress Report at Tom Landry Stadium Home Side Gridline E

Photo: 1

E17

- Demolished Flatwork Around Pier Has Been Removed.

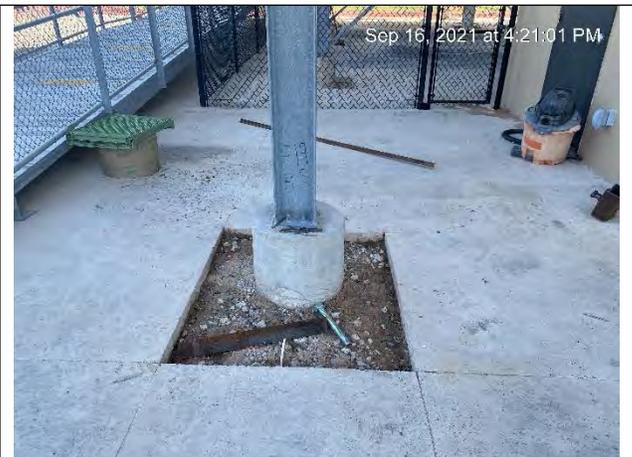


Photo: 2

E16

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

E15

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 4

E14

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 5

E13

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 6

E12

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 7

E11

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 8

E10

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 9

E9

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 10

E8

- No Demolition Has Occurred At or On Pier Area.



Photo: 11

E7

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 12

E6

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 13

E5

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 14

E4

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 15

E3

- Concrete Demolition of Flat Work Around The Pier Has Commenced.



Photo: 16

E2

- Concrete Demolition of Flat Work Around The Pier Has Commenced.



Photo: 17

E1

- Concrete Demolition of Flat Work Around The Pier Has Commenced.



Notice: Observation and/or statements made on this document do not affect or replace project plans, specifications, or contractual requirements.

Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)
Report Typed By: Antonio Navarro IV (Construction Manager)
Report Done By: Alberto Trevino Sr. (Structural Project Manager)



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Registration Number F-908 | Expiration Date 09/30/2021

Date: 09/16/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 09/16/2021 Progress Report at Tom Landry Stadium Home Side Gridline F

Photo: 1

F17

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 2

F16

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

F15

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 4

F14

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 5

F13

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 6

F12

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 7

F1

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 8

F10

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 9

F9

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 10

F8

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 11

F7

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 12

F6

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 13

F5

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 14

F4

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 15

F3

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 16

F2

- Concrete Demolition of Flat Work Around The Pier Has Commenced.



Photo: 17

F1

- Concrete Demolition of Flat Work Around The Pier Has Commenced.



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Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)

Report Typed By: Antonio Navarro IV (Construction Manager)

Report Done By: Alberto Trevino Sr. (Structural Project Manager)



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Tel: (956) 581-0143 | Fax: (956) 581-2074

Registration Number F-908 | Expiration Date 09/30/2021

Date: 09/03/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Mr. Rivera,

The following letter is regarding the findings at column location C16 after the existing concrete pier was removed.

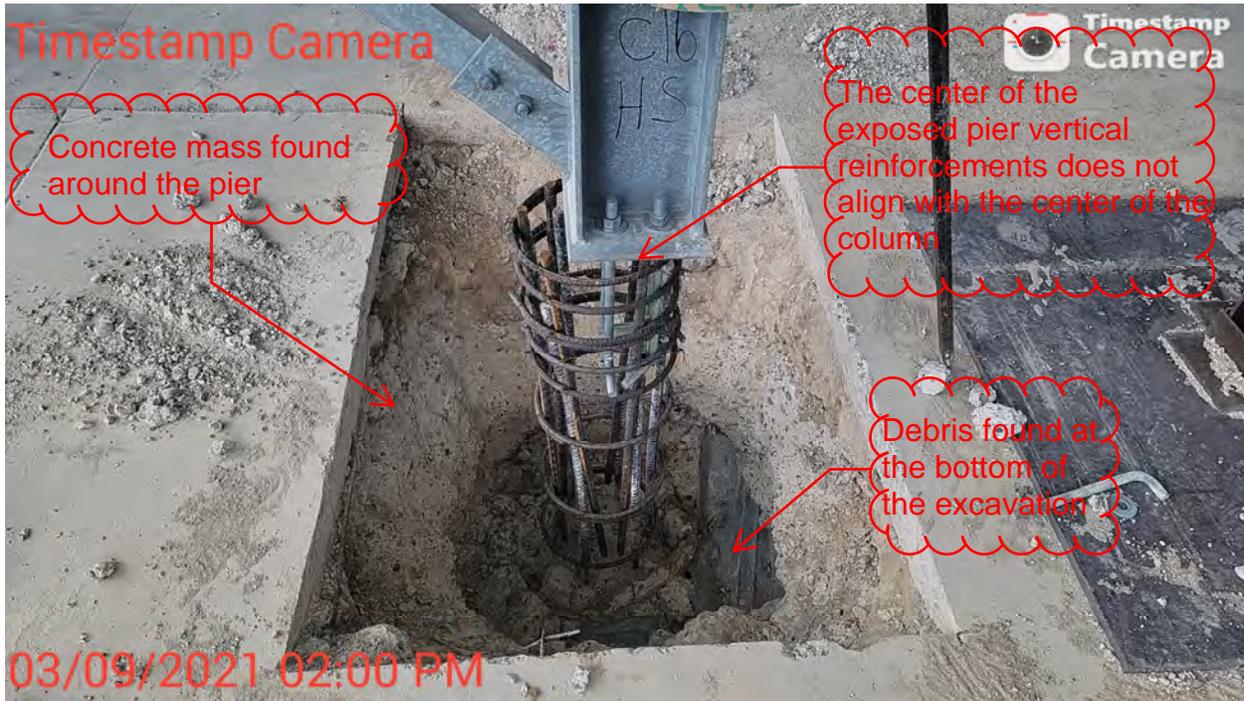
1. The center of the exposed pier vertical reinforcements does not align with the center of the column.
2. Debris was found at the bottom of the excavation.
3. A mass of concrete was found around the pier of the concrete.

We have read through all the documents that Mission CISD provided us and did not find any RFI, ASI, or information of this area. At the field, it appears that a storm drainage pipe might have interfered with the location of the pier but we don't know unless further exploration is done.

How would you like us to proceed?

See picture below.

Photo 1:



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Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Alberto Treviño Sr. (Project Manager)
Report Typed By: Alberto Treviño Jr. (Civil Construction Administrator)
Report Done By: Alberto Treviño Sr. (Project Manager)



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Civil Engineering • Structural Engineering

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Registration Number F-908 | Expiration Date 09/30/2021

Date: 09/01/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Mr. Rivera,

During the process of saw cutting the flatwork concrete around the concrete piers, the reinforcement location of the flatwork was exposed. The majority of the reinforcement was located at the bottom of the concrete slab and was not per plan.

Photo 1:



Photo 2:



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Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Alberto Treviño Sr. (Project Manager)
Report Typed By: Alberto Treviño Jr. (Civil Construction Administrator)
Report Done By: Alberto Treviño Sr. (Project Manager)



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Tel: (956) 581-0143 | Fax: (956) 581-2074

Registration Number F-908 | Expiration Date 09/30/2021

Date: 09/16/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 09-16-2021 Progress Report at Tom Landry Stadium Gridline A Visitors side

Photo: 1

A18

- Demolished Flatwork Around Pier Has Been Removed.

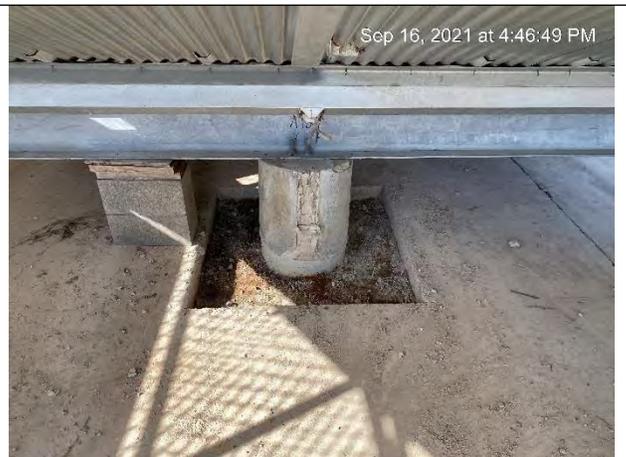


Photo: 2

A17

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

A16

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 4

A15

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

A14

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 6

A13

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 7

A12

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 8

A11

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 9

A10

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 10

A9

- Demolished Flatwork Around Pier Has Been Removed.

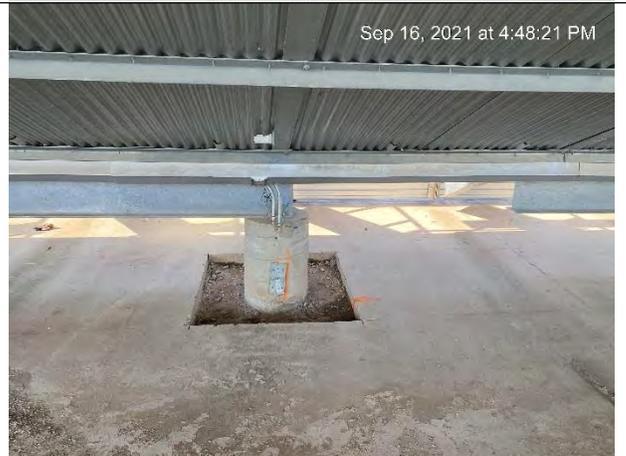


Photo: 11

A8

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 12

A7

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 13

A6

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 14

A5

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 15

A4

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 16

A3

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 17

A2

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 18

A1

- Demolished Flatwork Around Pier Has Been Removed.



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Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)

Report Typed By: Antonio Navarro IV (Construction Manager)

Report Done By: Alberto Trevino Sr. (Structural Project Manager)



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Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 09-16-2021 Progress Report at Tom Landry Stadium Gridline B Visitors side

Photo: 1

B18

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 2

B17

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

B16

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 4

B15

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

B14

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 6

B13

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 7

B12

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 8

B11

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 9

B10

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 10

B9

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 11

B8

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 12

B7

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 13

B6

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 14

B5

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 15

B4

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 16

B3

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 17

B2

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 18

B1

- Demolished Flatwork Around Pier Has Been Removed.



Notice: Observation and/or statements made on this document do not affect or replace project plans, specifications, or contractual requirements.

Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)

Report Typed By: Antonio Navarro IV (Construction Manager)

Report Done By: Alberto Trevino Sr. (Structural Project Manager)



HINOJOSA ENGINEERING, INC.

Civil Engineering • Structural Engineering

108 West 18th Street Mission, Texas 78572

Tel: (956) 581-0143 | Fax: (956) 581-2074

Registration Number F-908 | Expiration Date 09/30/2021

Date: 09/16/2021

Project Name: MCISD Tom Landry Stadium Civil & Structural Repairs Competitive Seal Proposal #520-21-0

Project Location: W 15th St., Mission, TX 78572

Comments: 09-16-2021 Progress Report at Tom Landry Stadium Gridline C Visitors side

Photo: 1

C18

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 2

C17

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

C16

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 4

C15

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 3

C14

- Demolished Flatwork Around Pier Has Been Removed.

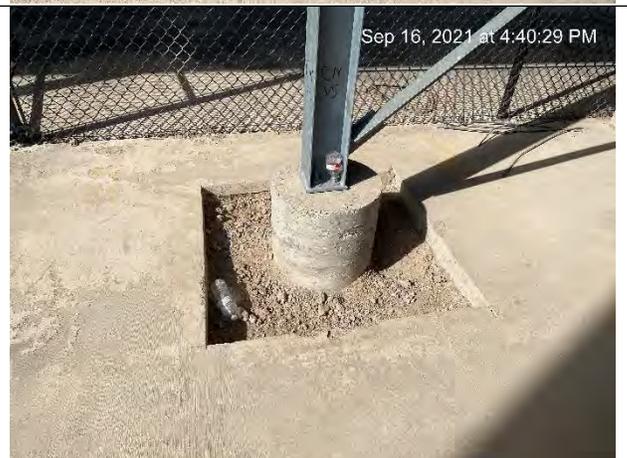


Photo: 6

C13

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 7

C12

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 8

C11

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 9

C10

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 10

C9

- Demolished Flatwork Around Pier Has Been Removed.

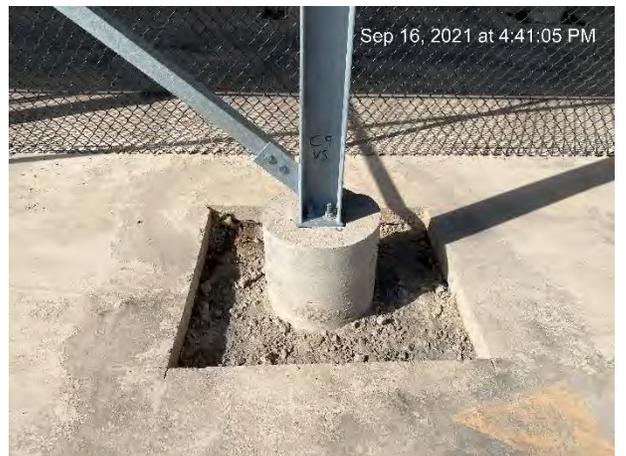


Photo: 11

C8

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 12

C7

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 13

C6

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 14

C5

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 15

C4

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 16

C3

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 17

C2

- Demolished Flatwork Around Pier Has Been Removed.



Photo: 18

C1

- Demolished Flatwork Around Pier Has Been Removed.



Notice: Observation and/or statements made on this document do not affect or replace project plans, specifications, or contractual requirements.

Respectfully Submitted,
Alberto Trevino Sr.

Photos By: Antonio Navarro IV (Construction Manager)
Report Typed By: Antonio Navarro IV (Construction Manager)
Report Done By: Alberto Trevino Sr. (Structural Project Manager)

Observation Report

Type: Pre-Install Weekly Random Monthly Other Owner Request Warranty

Date: September 16, 2021 Time (arrived): 9:30 am (departed): 9:45 am (total hours): 0.25 Hr(s)

Project: Mission CISD Special Education- Walkway & Canopies

Project No.: 20110

General Contractor: G&G Contractors

Substantial Completion Date: October 19, 2021 (Orig) new date December 21, 2021

Weather Conditions: Sunny Cloudy Windy Rain Drizzle Temperature: 92 °F

TRADES ON PROJECT	TRADES ON PROJECT
01 <input type="checkbox"/> Gen'l Supt. – Manuel Leal	Name of Testing Lab: Raba Kistner
02 <input type="checkbox"/> Site Work – C&M Concrete	Testing Lab: <input type="checkbox"/> Present <input checked="" type="checkbox"/> Not Present
03 <input type="checkbox"/> Concrete – C&M Concrete	CONTACTS:
04 <input type="checkbox"/> Structural Steel – FIGCO Steel	GC Project Manager – Manuel Leal
05 <input type="checkbox"/> Metal Roofing – FIGCO Steel	
06 <input type="checkbox"/> Aluminium Canopy – Bowman	

Submitted By: **David I. Iglesias, PBK**

Attachments: **Images**

General Notes:

Overall completion approximately 50% complete

Current Activity:

- Mobilization, 100% complete
- Temporary Fencing, 100% complete
- Concrete Ramps, 80% complete
- Concrete Footings-Steel Canopy, 100% complete
- Steel Canopy Structure, 100% complete
- Concrete Footings-Alum Canopy, 80% complete
- Concrete Sidewalks, 30% complete
- Temporary Footing Covers, 100% complete

Date	Item #	Images	Description
9/16/2021	1		Metal Roof has been installed at Steel Canopy.
9/16/2021	2		Metal Roof has been installed at Steel Canopy.
9/16/2021	3		Temporary footing covers have been installed.

<p>9/16/2021</p>	<p>4</p>		<p>Temporary footing covers have been installed.</p>
<p>9/16/2021</p>	<p>5</p>		<p>Temporary footing covers have been installed.</p>
<p>9/16/2021</p>	<p>6</p>		<p>Temporary footing covers have been installed.</p>

Copies To: Rick Rivera, MCISD
Adrian Hernandez, MCISD
Linda Ortiz, MCISD
Nelda Gandaria, MCISD

File: R:\20\20110 MHS Sidewalk&Canopies\Div6-Construct-
Reports\6a Arch-Eng Field Reports\Observation Reports

SUBJECT: Change Proposal Request #01 for Sixty (60) Delay Days for the Maintenance Warehouse Structural Project – PBK Architects

PRESENTER: Ricardo Rivera
Assistant Superintendent for Operations

BACKGROUND INFORMATION

At the Regular Board of Trustees meeting held on February 12, 2020 the Board of Trustees approved to grant authority to Superintendent Dr. Perez to authorize the negotiations and enter into contract for professional services for the district-wide construction projects. The selected firm awarded was PBK Architects. PBK Architects was to conduct a roofing assessment for the Warehouse, Transportation and Maintenance departments.

At the Regular Board of Trustees meeting held on July 29, 2020, The Board considered suspension of Texas Education Code section 44.031, and authorizing the Superintendent or her designee to negotiate and execute any and all agreements, contracts, and/or purchase orders necessary to remediate and/or repair damage to District property, personal property and/or Infrastructure caused by the Hurricane Hanna storm which occurred on or around the weekend of July 24, 2020 and to seek on the District's behalf any and all insurance proceeds, federal and/or state aid available to the District to offset costs associated with the repair and remediation.

At the Regular Board of Trustees Meeting held on May 12, 2021, the Board approved PBK Architects schematic and final designs for the Maintenance Warehouse Project.

Administration will use competitive sealed proposals (CSP's) as the procurement method as approved by the Board of Trustees in the February 2021 Board of Trustees meeting. This method was approved as the primary default method for projects.

Advertisements in the local newspapers were posted on May 19, 2021 and May 26, 2021. A pre-proposal meeting was held on Thursday, May 27, 2021 and proposals will be opened on June 3, 2021 at 2:00 p.m. and firms will be able to view remotely. Pre-ranking of the proposals will be conducted by Ms. Lorena Garcia, Mr. Ricardo Rivera, Ms. Dora Garcia, Mr. Joel Garcia, Ms. Rumalda Ruiz and Ms. Daisy Cuevas.

Pre-ranking of proposals by Administration is a district process to pre-check if all requested documents and information in the Competitive Sealed Proposal (CSP) was submitted.

However, since the district no longer has a Facilities/Environment Committee and we now use the Board of Trustees Work Shop format Administration presents the option of presenting Consideration and Approval to Accept Administrations Rankings and Enter into Negotiations in the Order of Ranking for the Mission CISD – Structural Maintenance Warehouse Project.

Three proposals were submitted for this project and were ranked by the Administration Committee. The Board must now consider the rankings and approve to enter into negotiations with the top ranked firms in the order selected. Rankings listed below:

Company, Base Bid, Days and Total Points

NM Contracting Base Bid \$348,800.00 with 120 construction days 98pts.
Alternate: \$50,750.00 with additional 10 construction days

G & G Contractors Base Bid \$399,350.00 with 120 construction days 89.6pts.
Alternate: \$57,400.00 with additional 45 construction days

Aguirre F & C Base Bid \$434,094.00 with 120 construction days 73.1pts.
Alternate: \$50,210.00 with no additional days

At the Regular Board of Trustees Meeting on Tuesday, June 8, 2021 the Board approved to negotiate with the top rank vendor, NM Contracting.

Initial project negotiations were held on June 10, 2021 with Mr. Charles Anderson, NM Contracting, Mr. Joel Garcia and Mr. Ricardo Rivera. On Wednesday, June 10, 2021 NM Contracting submitted their best and final offer (BAFO) with no changes from their original proposal.

The Board of Trustees has the option to accept this BAFO, the initial base proposal, to decline the offer and direct Administration to enter into negotiations with the next contractor or to reject all offers and re-advertise for the project using the same specifications and design or direct the engineer to re-design the project to meet the approved budget.

At the Special Board of Trustees Meeting on June 23, 2021, the Board approved to Accept the Best and Final Offer (BAFO) and to Enter Into Contract for the Mission CISD – Structural Maintenance Warehouse Project and awarded NM Contracting, LLC the project.

NM Contracting, LLC

Base Bid: \$348,800.00
Alternate: \$50,750.00 (adjacent shop area)
Total Bid: \$399,550.00

Base Bid Time: 120 days from notice to proceed (NTP)
Alternate Time: 10 days
Total Const. Time: 130 days from NTP

Notice to Proceed (NTP) was issued on July 26, 2021 with a substantial completion date of December 03, 2021.

ADMINISTRATIVE CONSIDERATIONS

PBK and NM Contracting presents, Change Proposal Request #01 for Sixty (60) Delay Days for the Maintenance Warehouse Structural Project due to shortage in materials and supplies, if approved the new substantial completion will be February 01, 2022.

FUNDING SOURCE

General Funds

Estimated Budget \$500,000.00

RECOMMENDATION

Administration presents Change Proposal Request #01 for Sixty (60) Delay Days for the Maintenance Warehouse Structural Project.

EXHIBIT

Change Proposal Request (CPR) #1

CONTACT PERSONS

Ricardo Rivera, Assistant Superintendent for Operations



6316 N 10th Street, Bldg A, Suite 1
McAllen, Texas 78504
Phone: 956-687-1330
PBK.com

September 21, 2021

VIA: E-mail

Mr. Ricardo Rivera
Assistant Superintendent for Operations
520 Holland Ave.
Mission TX 78572

**Re: Mission CISD Maintenance Warehouse
Change Proposal Request No. 01- Time Extension**

Mr. Rivera,

Due to increase in supply chain demand, the Contractor has provided letters from Perry Mechanical Systems and ClarkDietrich regarding lead times for the mechanical units and the supply of metal studs. For his reason, the Contractor is requesting a time extension of sixty (60) days which would extend the construction contract time from December 3, 2021 to February 1, 2022.

We recommend approval of the extension of time.

Please do not hesitate to call me should you have any questions.

Respectfully submitted,

David I. Iglesias
Client Executive, PBK

CC: File



Change Proposal Request (CPR)

Project Information	
Project #	2097
Title	Mission CISD Maintenance Warehouse Renovation
Address	1201 Bryce Drive
City, State, Zip	Mission , TX 78572
Country	US

Change Proposal Request	
Contract #	001
CPR #	001
Issue Date	21-Jul-2021
Subject	Request for Additional Days due to Lead Times

Prime Contract Company	
Contact	Joseph Wetegrove
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, Texas 78504
Country	United States
Phone	(956) 631-5667
Fax	(956) 627-3959

Owner	
Contact	Carlos D. Lerma
Company	Mission CISD
Address	1201 Bryce Drive
City, State, Zip	Mission , TX 78572
Country	US
Phone	956-323-5648
Fax	956-323-5616

Description of the proposed change:

Due to increased supply chain demands, we face the challenge of obtaining material in a timely manor. NM Contracting is requesting an additional 60 days due to manufacture lead times for Metal Stud, and HVAC RTU's.

Net Amount of this Proposed Change:

\$0.00

The Contract time due to this Change Proposal Request is to be determined at a later date.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

Response: Accept Do Not Accept

NM Contracting, LLC
Company

Mission CISD
Company

By Joseph Wetegrove Date 7/27/2021

By _____ Date _____

1959 Saratoga Blvd., #202
Corpus Christi, TX 78417
Phone: 361-854-7768
Fax: 361-854-7782



3623 W. Alberta Rd.
Edinburg, TX 78539
Phone: 956-357-2928
Fax: 956-386-1255

Project - Mission CISD Warehouse Renovation

July 16th, 2021

Andres Canales
Mechanical Contractor
Continental Refrigeration
2424 N. Jackson Road
Edinburg, TX 78541

Andres,

Due to high demand of orders coming from school districts, new construction, and renovation projects across the state of Texas the current lead time for Daikin roof-top equipment is 10-12 weeks.

A handwritten signature in black ink, appearing to read "Tony Ayala", with a long horizontal flourish extending to the right.

Tony Ayala
Sales Representative

July 20, 2021

Valued Customer-

Like many product-based manufacturers, the thawing of end markets along with the challenges presented by COVID-19 has put extreme pressure on supply chains. This dynamic has now hit the building products industry, most recently steel. Domestic steel mills are having a difficult time keeping up with demand based on the challenges stated. This has led to historical increases on steel pricing since August.

To put it into perspective, hot-rolled steel pricing, substrate to make Hot-Dipped galvanized, has increased 223% or \$975 a ton since August 2020. The CRU, which is a price assessment that tracks steel pricing, has recently stated that domestic steel pricing has now reached an all-time high. This has led us to announce 10 price increases, between 10-15%, since October for a total of 105%. Additionally, the former has extended our lead-times farther out than you are accustomed too. Please know that we are doing everything we can to work through this turbulent time. We understand that we are an extension of your work and do not take that responsibility lightly.

Availability is going to be challenged now and for the foreseeable future due to the confluence of three driving factors:

1. The mills are experiencing significant delays/are behind on shipping orders.
2. The mills are limiting orders due to capacity issues created by unstable supply chains (and due to the above)
3. Spot ton availability is anemic and almost non-existent.

Metal framing lead-times are already extended due to these reasons, and we expect supply to get even tighter before it gets better. As of today, we are at around 6-8 weeks for standard material in the South-Central Region. We believe this could extend further.

On June 1, 2018 ClarkDietrich announced a new quote policy based on the steel tariffs that went into effect. Below is an illustration of our quote policy from our website and can also be found by going to the following link: [Sales Forms | ClarkDietrich Building Systems](#). Quotes that are not confirmed within 30 days or are past the 6-month timeframe and do not have a signed project agreement will be requoted at current market pricing.

ClarkDietrich QUOTE POLICY

Effective June 1, 2018, ClarkDietrich Building Systems will offer the following quote policy:

1. Price Increase Announcements: As of September 1, 2017, future price announcements will be forwarded as market conditions dictate.
2. Project quotes must be confirmed in writing within 30 days of issuance.
3. Projects will be quoted for a maximum of 6 months.
4. For projects that require pricing for longer than 6 months, the below Project Agreement must be signed.
5. The **ClarkDietrich Project 200 Agreement** is a signed Agreement by all parties for any quote over 200,000 lbs., that requires a longer time frame than the 6 month maximum. The Agreement is a commitment by all parties, thus protecting all participants against large market swings. With known volumes, ClarkDietrich can hedge buy knowing we have a firm purchase commitment.

Read more about ClarkDietrich's [Terms & Condition of Sales](#) or [Sales Application](#).

Thank you for the years of support and your patience during these unprecedented times.

Sales Management Team

ClarkDietrich South Central

SUBJECT: Change Proposal Request #02R for Electrical Panel Upgrade for the Maintenance Warehouse Structural Project – PBK Architects

PRESENTER: Ricardo Rivera
Assistant Superintendent for Operations

BACKGROUND INFORMATION

At the Regular Board of Trustees meeting held on February 12, 2020 the Board of Trustees approved to grant authority to Superintendent Dr. Perez to authorize the negotiations and enter into contract for professional services for the district-wide construction projects. The selected firm awarded was PBK Architects. PBK Architects was to conduct a roofing assessment for the Warehouse, Transportation and Maintenance departments.

At the Regular Board of Trustees meeting held on July 29, 2020, The Board considered suspension of Texas Education Code section 44.031, and authorizing the Superintendent or her designee to negotiate and execute any and all agreements, contracts, and/or purchase orders necessary to remediate and/or repair damage to District property, personal property and/or Infrastructure caused by the Hurricane Hanna storm which occurred on or around the weekend of July 24, 2020 and to seek on the District's behalf any and all insurance proceeds, federal and/or state aid available to the District to offset costs associated with the repair and remediation.

At the Regular Board of Trustees Meeting held on May 12, 2021, the Board approved PBK Architects schematic and final designs for the Maintenance Warehouse Project.

Administration will use competitive sealed proposals (CSP's) as the procurement method as approved by the Board of Trustees in the February 2021 Board of Trustees meeting. This method was approved as the primary default method for projects.

Advertisements in the local newspapers were posted on May 19, 2021 and May 26, 2021. A pre-proposal meeting was held on Thursday, May 27, 2021 and proposals will be opened on June 3, 2021 at 2:00 p.m. and firms will be able to view remotely. Pre-ranking of the proposals will be conducted by Ms. Lorena Garcia, Mr. Ricardo Rivera, Ms. Dora Garcia, Mr. Joel Garcia, Ms. Rumalda Ruiz and Ms. Daisy Cuevas.

Pre-ranking of proposals by Administration is a district process to pre-check if all requested documents and information in the Competitive Sealed Proposal (CSP) was submitted.

However, since the district no longer has a Facilities/Environment Committee and we now use the Board of Trustees Work Shop format Administration presents the option of presenting Consideration and Approval to Accept Administrations Rankings and Enter into Negotiations in the Order of Ranking for the Mission CISD – Structural Maintenance Warehouse Project.

Three proposals were submitted for this project and were ranked by the Administration Committee. The Board must now consider the rankings and approve to enter into negotiations with the top ranked firms in the order selected. Rankings listed below:

Company, Base Bid, Days and Total Points

NM Contracting Base Bid \$348,800.00 with 120 construction days 98pts.
Alternate: \$50,750.00 with additional 10 construction days

G & G Contractors Base Bid \$399,350.00 with 120 construction days 89.6pts.
Alternate: \$57,400.00 with additional 45 construction days

Aguirre F & C Base Bid \$434,094.00 with 120 construction days 73.1pts.
Alternate: \$50,210.00 with no additional days

At the Regular Board of Trustees Meeting on Tuesday, June 8, 2021 the Board approved to negotiate with the top rank vendor, NM Contracting.

Initial project negotiations were held on June 10, 2021 with Mr. Charles Anderson, NM Contracting, Mr. Joel Garcia and Mr. Ricardo Rivera. On Wednesday, June 10, 2021 NM Contracting submitted their best and final offer (BAFO) with no changes from their original proposal.

The Board of Trustees has the option to accept this BAFO, the initial base proposal, to decline the offer and direct Administration to enter into negotiations with the next contractor or to reject all offers and re-advertise for the project using the same specifications and design or direct the engineer to re-design the project to meet the approved budget.

At the Special Board of Trustees Meeting on June 23, 2021, the Board approved to Accept the Best and Final Offer (BAFO) and to Enter Into Contract for the Mission CISD – Structural Maintenance Warehouse Project and awarded NM Contracting, LLC the project.

NM Contracting, LLC

Base Bid: \$348,800.00

Alternate: \$50,750.00 (adjacent shop area)

Total Bid: \$399,550.00

Base Bid Time: 120 days from notice to proceed (NTP)

Alternate Time: 10 days

Total Const. Time: 130 days from NTP

Notice to Proceed (NTP) was issued on July 26, 2021 with a substantial completion date of December 03, 2021.

Pending:

Change Proposal Request #01 for Sixty (60) Delay Days for the Maintenance Warehouse Structural Project due to shortage in materials and supplies, if approved the new substantial completion will be February 01, 2022.

ADMINISTRATIVE CONSIDERATIONS

PBK and NM Contracting presents, change proposal request #02R for electrical panel upgrade. Currently the electrical panel has 24-space breaker panel and request to upgrade to a 30-space breaker panel. If approved it will be deducted from owner's contingency allowance.

Contingency Allowance: \$25,000.00
CPR#2R electrical panel: \$ 3,963.78
Contingency Balance: \$21,036.22

FUNDING SOURCE

General Funds
Estimated Budget \$500,000.00

RECOMMENDATION

Administration presents Change Proposal Request #02R for Electrical Panel Upgrade for the Maintenance Warehouse Structural Project.

EXHIBIT

Change Proposal Request (CPR) #2R

CONTACT PERSONS

Ricardo Rivera, Assistant Superintendent for Operations



6316 N 10th Street, Bldg A, Suite 1
McAllen, Texas 78504
Phone: 956-687-1330
PBK.com

September 21, 2021

VIA: E-mail

Mr. Ricardo Rivera
Assistant Superintendent for Operations
520 Holland Ave.
Mission TX 78572

**Re: Mission CISD Maintenance Warehouse
Change Proposal Request No. 02R- Electrical Panel Upgrade**

Mr. Rivera,

We have reviewed CPR No. 02R with a cost proposal of \$3,963.78 to upgrade the existing electrical panel from a 24 to a 30 space breaker panel. The cost appears to be reasonable for this scope of work.

We recommend approval of CPR No 02R with a cost of \$3,963.78 to be deducted from the Owner's Contingency Allowance of \$25,000.

This will leave a balance of \$21,036.22 in the Owner's Contingency Allowance.

Please do not hesitate to call me should you have any questions.

Respectfully submitted,

David I. Iglesias
Client Executive, PBK

CC: File



Change Proposal Request (CPR)

Project Information	
Project #	2097
Title	Mission CISD Maintenance Warehouse Renovation
Address	1201 Bryce Drive
City, State, Zip	Mission , TX 78572
Country	US

Change Proposal Request	
Contract #	001
CPR #	002
Issue Date	20-Sep-2021
Subject	RFI 002 Upgraded Electrical Panel.

Prime Contract Company	
Contact	Fernando D. Perez
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, Texas 78504
Country	United States
Phone	(956) 631-5667
Fax	(956) 627-3959

Owner	
Contact	David Iglesias
Company	Mission CISD
Address	1201 Bryce Drive
City, State, Zip	Mission , TX 78572
Country	US
Phone	956-323-5648
Fax	956-323-5616

Description of the proposed change:

RFI 002 Upgraded Electrical Panel.
See attached RFI 002 with response.

Net Amount of this Proposed Change:

\$3,963.78

The Contract time due to this Change Proposal Request has increased by 14 Working Days.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

Response: Accept Do Not Accept

NM Contracting, LLC
Company

Mission CISD
Company

By  _____
Date 09/20/2021

By _____
Date _____



Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	RFI 002 Upgraded Electrical Panel.	1		3,963.78	3,963.78

Subtotal = \$3,963.78

Tax = \$0.00

Total = \$3,963.78



604 PALMVIEW DR.
PALMVIEW, TX 78574
P: (956) 581-8899

September 17, 2021

CO Request 1-Rev

Job: Mission CISD Maintenance Warehouse
Re: RFI 002

We propose to furnish and install all labor, material, services and equipment necessary for completion of the electrical scope of work requested. As per RFI 002 we will replace existing panel with a 30 space panel.

Excludes the following:

- > Cutting, Patching, or Painting of Drywall, if Damaged.
- > Ceiling Tiles, Ceiling Grid, if Damaged.

NOTE: 1 additional day requested to complete scope of work.

Work will be done during regular business hours, quote valid for 30 days after date listed above.

TOTAL: \$ 3,963.78

Should you have any questions, please feel free to call me at (956) 581-8899.

Sincerely,

Juan Ortiz / Carla Garcia

Accepted By: _____ Date: _____

JOB: Mission CISD Maintenance Warehouse

DATE: 9/17/2021

RE: RFI 002

CO Req. 1-Rev

DESCRIPTION OF WORK:

ITEM	QTY		RATE	TOTAL	TAX
MATERIAL:					
	1	Load Center w/30 Spaces 150a	1,806.48	1,806.48	NON
	2	1 1/2" myer hub	24.30	48.60	NON
	2	1 1/2" conn s/c	10.54	21.08	NON
	1		-	-	NON
	1		-	-	NON
	1		-	-	NON
	1		-	-	NON
	1		-	-	NON
	1		-	-	NON
	1		-	-	NON
	1		-	-	NON
	1		-	-	NON
	1		-	-	NON
MATERIAL SUBTOTAL		TOTAL MATERIALS		\$ 1,876.16	
OTHER					
		EQUIPMENT -			
		EQUIPMENT -			
		TRENCH		-	
		BORE		-	
		TRENCH TOTAL		\$ -	
LABOR DES.		LABOR:			NO
LABOR	10	SERVICE CREW	100	1,000.00	NO
LABOR SUBTOTAL		TOTAL LABOR		\$ 1,000.00	
				SUBTOTAL	2,876.16
				TAX	- 0.00%
				SUBTOTAL	2,876.16
				MARKUP	287.62 10%
				ADMIN FEE	800.00
				BOND FEE	
				TOTAL	\$ 3,963.78



Request for Information (RFI)

Project Information	
Project #	2097
Title	Mission CISD Maintenance Warehouse
Address	1201 Bryce Drive
City, State, Zip	Mission , TX 78572
Country	US

Request for Information		
RFI #	002	Drawing
Date	06-Aug-2021	Spec. Section
Due Date	13-Aug-2021	Location
		Other
Priority	A.S.A.P.	
Subject	Existing Panelboard MP	
Reason	Conflict in Contract Requirements	

From	
Contact	Fernando D. Perez
Company	NM Contracting, LLC
Address	2022 Orchid Ave
City, State, Zip	McAllen, Texas 78504
Country	United States
Phone	(956) 631-5667
Fax	(956) 627-3959

To	
Contact	
Company	PBK Architects, Inc.
Address	3900 North 10th St., Suite 810
City, State, Zip	McAllen, TX 78504
Country	US
Phone	956-687-1330
Fax	(956) 627-3959

Request

Please see attached photo.

This is the existing MDP at the warehouse project, this panel is a 18 circuit panel not a 30 like it show it on the electrical sheet E 5.01 , so i need 6 more spaces for RTU 2,& 3 and they will not fit in is panel. Please clarify this with the electrical engineer.

Response

LEAF RESPONSE:

Contractor to replace existing panel with new 30 space panel. New pane to be 120/240, 200A, 3-ph, 4w panel with breakers to match breaker arrangement as indicated on panel schedule shown on E5.01. Contractor to reconnect existing feeder and branch circuit conductors.

Larry A. Schaffer

Signature

This 3/pole breaker and 1/pole 20 are for the Air compressor

This two spaces are for the 100 amp breaker for the new building

This one can be for RTU 1

There is no room for RTU2 and RTU3, this panel is 18 circuits not 30 circuits like it show it on sheet E5.01

SUBJECT: Consideration and Approval of Second Reading and Adoption of Locally Developed and TASB-Initiated Localized Policies including Update 117, Affecting Local Policies:
CV(LOCAL): FACILITIES CONSTRUCTION
DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES
FFAC(LOCAL): WELLNESS AND HEALTH SERVICES-MEDICAL TREATMENT

PRESENTER: Lorena Garcia, Deputy Superintendent for Support Services

BACKGROUND INFORMATION

As a part of our TASB Policy Service, the District gets localized policy updates throughout the year that are generally based upon changes in law, case rulings, or TEA rulings. Update 117 follows that same pattern. The (LOCAL) policies included for consideration here, have been reviewed by administration and the district's legal counsel.

ADMINISTRATIVE CONSIDERATIONS

Legal counsel review did result in some recommended changes to the TASB submitted items. The legal counsel recommendations were reviewed prior to presentation to the Board. Administrative practice has been to provide the policy review as a part of the committee meetings with a request that the agenda item be approved for inclusion on the consent agenda for the regular board meeting. First Reading for this item was approved by the Board of Trustees during the regular meeting in September. This agenda item will officially adopt the changes being recommended.

FUNDING SOURCE AND AMOUNT

N/A

RECOMMENDATION

Consideration and Approval of Second Reading and Adoption of Locally Developed and TASB-Initiated Localized Policies including Update 117, Affecting Local Policies:
CV(LOCAL): FACILITIES CONSTRUCTION
DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES
FFAC(LOCAL): WELLNESS AND HEALTH SERVICES-MEDICAL TREATMENT

CONTACT PERSON (S)

Lorena Garcia, Deputy Superintendent for Support Services

Craig Verley, Director of Public Relations and Marketing

David Hansen, Legal Counsel

SUBJECT: Consideration and Approval of Second Reading and Adoption of Locally Developed and TASB-Initiated Localized Policies Including Update 117, Affecting Local Policies:
CV(LOCAL): FACILITIES CONSTRUCTION
DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES
FFAC(LOCAL): WELLNESS AND HEALTH SERVICES-MEDICAL TREATMENT

PRESENTER: Lorena Garcia, Deputy Superintendent for Support Services

BACKGROUND INFORMATION

As a part of our TASB Policy Service, the District gets localized policy updates throughout the year that are generally based upon changes in law, case rulings, or TEA rulings. Update 117 follows that same pattern. The (LOCAL) policies included for consideration here, have been reviewed by administration and the district's legal counsel.

ADMINISTRATIVE CONSIDERATIONS

Legal counsel review did result in some recommended changes to the TASB submitted items. The legal counsel recommendations were reviewed prior to presentation to the Board. Administrative practice has been to provide the policy review as a part of the committee meetings with a request that the agenda item be approved for inclusion on the consent agenda for the regular board meeting. First Reading for this item was approved by the Board of Trustees during the regular meeting in September. This agenda item will officially adopt the changes being recommended.

FUNDING SOURCE AND AMOUNT

N/A

RECOMMENDATION

Consideration and Approval of Second Reading and Adoption of Locally Developed and TASB-Initiated Localized Policies Including Update 117, Affecting Local Policies:
CV(LOCAL): FACILITIES CONSTRUCTION
DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES
FFAC(LOCAL): WELLNESS AND HEALTH SERVICES-MEDICAL TREATMENT

CONTACT PERSON (S)

Lorena Garcia, Deputy Superintendent for Support Services

Craig Verley, Director of Public Relations and Marketing

David Hansen, Legal Counsel

FACILITIES CONSTRUCTION

CV
(LOCAL)

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

The default project delivery/contract award method to be used for each construction contract valued at or above \$50,000 is competitive sealed proposals. The Board may select an alternative project delivery/contract award method based upon the Superintendent's recommendation if the Superintendent determines that another method will provide the best value to the District. [See CV series generally and CBB(LLEGAL) for requirements if federal funds are involved. See CH series for requirements applicable to the procurement of services or materials to be incorporated into a construction project by means of an authorized agreement under the Interlocal Cooperation Act.]

For construction contracts valued at or above \$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LLEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Student Illness Procedures shall be established by the administration to ensure that proper attention is given to any student who becomes ill during the course of a school day.

Accidents Involving Students Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor.

Administering Medication No employee shall give any student prescription medication, nonprescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent.

1. Prescription medication in accordance with legal requirements for a period of up to ten days, and only when it is not possible to maintain the proper levels of medication by administering outside of school hours. [See FFAC(LEGAL)] A written request by a physician or other health-care professional with authority to write prescriptions shall be required when the medication must be administered for a longer period.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container for up to two weeks, as the school nurse deems necessary.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District Except as provided by this policy, the District shall not purchase medication to administer to a student.

Athletic Program The District may purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has the prior written consent of a parent or guardian to administer nonprescription medication to the student [see Medical Treatment, below];
2. The administration of the medication does not conflict with any law, regulation, or rule applicable to the athletic program; and

3. If the nonprescription medication is to be administered by an athletic trainer, it is administered in accordance with law and a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas .

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

Off Campus

Authorized and trained individuals may administer an unassigned epinephrine auto-injector to a person experiencing anaphylaxis at an off-campus school event or while in transit to or from a school event when an unassigned epinephrine auto-injector is available.

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine auto-injectors at each campus, at off-campus events, and while in transit to and from a school event.

Notice to Parents

In accordance with law, the District shall provide notice to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or

3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

Examinations

Medical specialists shall not give examinations to students on campus without prior approval from the Superintendent.

Mission

Consolidated Independent
School District

Bonfire
Purchasing Bids





Mission

**Consolidated Independent
School District**

Bonfire History

- Mission CISD partnered with Bonfire to create a new electronic bidding system to streamline the purchasing process.
- Bonfire allows vendors to access business opportunities and submit proposals to the District electronically.
- Portal went live on March 31, 2021
- As of October 1, 2021
 - 849 vendors registered
 - 66 projects posted
 - 39 annual contracts officially posted on Bonfire for tracking



Vendor Registration

Vendors are encouraged to visit <https://mcisd.bonfirehub.com> to register.
Registration is free and easy to navigate.

Procurement Portal
Mission Consolidated Independent School District

[Log in](#) [Open Public Opportunities](#) [Past Public Opportunities](#)

Search

Status	Ref. #	Project	Close Date	Days Left	Action
OPEN	241-22-6	Phonics Instructional Program 241-22-6	Oct 5th 2021, 2:00 PM CDT	< 1	View Opportunity
OPEN	802-22-0	Delivery Truck 802-22-0	Oct 7th 2021, 2:00 PM CDT	3	View Opportunity
OPEN	803-22-0	Kitchen Equipment 803-22-0	Oct 7th 2021, 2:00 PM CDT	3	View Opportunity
OPEN	211-22-5	Instructional Technology Software 211-22-5	Oct 7th 2021, 2:00 PM CDT	3	View Opportunity
OPEN	804-22-0	Cook Chill Kittel Mixer 804-22-0	Oct 7th 2021, 2:00 PM CDT	3	View Opportunity

[Technical Support](#) [Portal Security](#) [Terms of Service](#) [Privacy Policy](#)

Powered by **Bonfire**



Vendor Outreach

Bonfire Registered Vendor Benefits:

- Automatic notification of bid solicitations
- View and download solicitation documents and addendums
- Submit questions directly online
- Submit bid proposals electronically
- Receive award notifications



Vendor Customer Service

The Purchasing Office is available for one to one training with vendors on various topics regarding the bid process:

- Registering on Bonfire
- Navigating Bonfire for vendor information
- Preparing a bid
- Submitting a bid electronically through Bonfire
- District Purchasing Website
- Participation in Purchasing Cooperatives



Vendor Opportunities

Current Bids

- 211-22-5 Instructional Technology Software
- 802-22-0 CNP Delivery Truck
- 803-22-0 Kitchen Equipment
- 804-22-0 Cook Chill Kettle Mixer

Upcoming Bids

- 200-22-0 Athletic Equipment and Supplies
- 246-22-0 Arts and Crafts Supplies
- 272-22-0 Theatre Equipment and Supplies
- 273-22-0 Professional Audio, Photo, Video Equipment and Supplies¹⁹⁹
- 230-22-0 Professional Development Supplemental
- 300-22-0 Awards, Trophies, Promotional and Apparel Items
- 750-22-0 Fuel and Oil
- 901-22-0 School and Office Furniture



Upcoming

Opportunity for vendors to showcase products and services to Mission CISD employees and community.

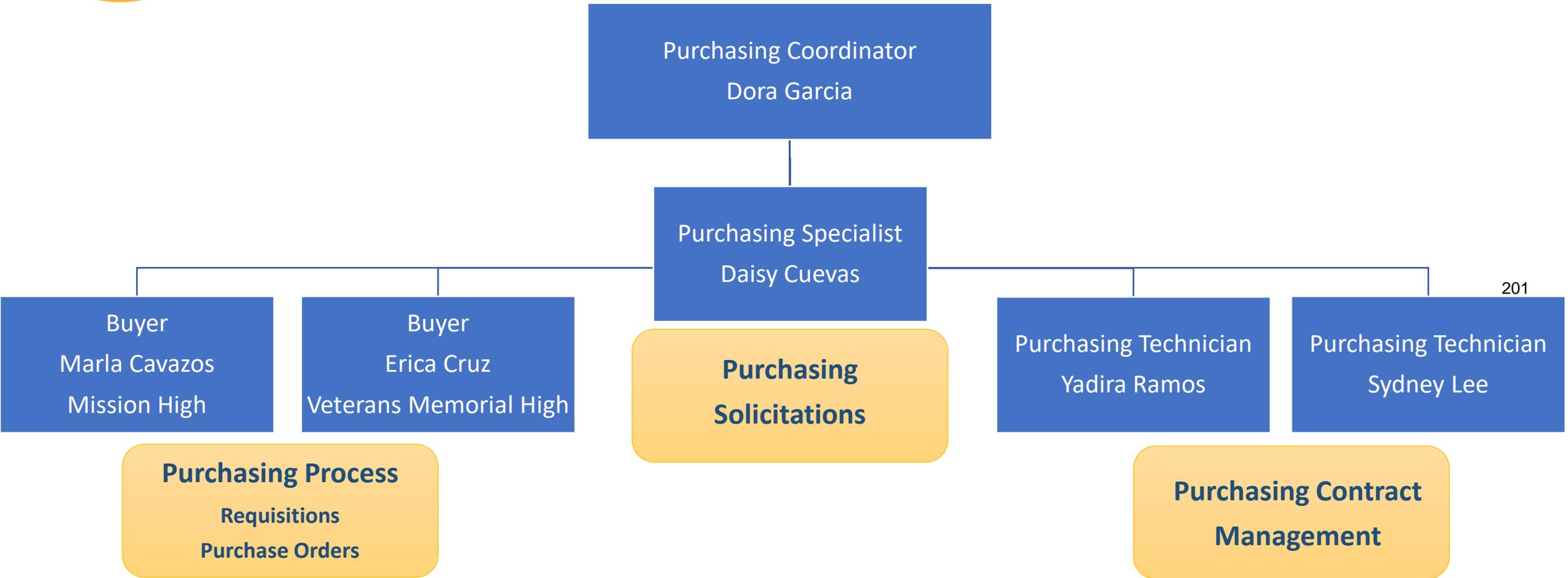
Businesses will be encouraged to offer door prizes, drawings, and/or foods for employees.

Planning is underway and the date will be announced in the near future. Recommended COVID-19 safety protocols will be followed.





Purchasing Team





Mission
**Consolidated Independent
School District**

Contact Information

Dora Garcia

Purchasing Coordinator

Office (956) 323-5495

Email: drgarc00@mcisd.org

Daisy Cuevas

Purchasing Specialist

Office (956) 323-5620

Email: ddcuev14@mcisd.org

SUBJECT: Possible Approval of Resolution Nominating a Candidate or Candidates for the Board of Director of the Hidalgo County Appraisal for 2022 – 2023

PRESENTER: Carol G. Perez, Ed. D., Superintendent of Schools

BACKGROUND INFORMATION

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2022-2023 election for the Board of Directors. The Board of Directors consist of six (6) members, five (5) voting members who are appointed by vote and one non-voting member, which is the County Tax Assessor/Collector. Mission CISD may nominate one (1) but no more than five (5) candidates for the election.

Mission CISD is a contributing member of the Hidalgo County Appraisal District. Amador Requenez is currently representing Mission CISD.

ADMINISTRATIVE CONSIDERATIONS

The Board of Trustees must submit the name(s) of the nominee(s) by written resolution to the Chief Appraiser before October 15, 2021.

FUNDING SOURCE AND AMOUNT:

N/A

RECOMMENDATION:

Board's recommendation

CONTACT PERSON (S)

Carol G. Perez, Ed. D., Superintendent of Schools
Rolando Garza, Chief Appraiser, Hidalgo County Appraisal District

RESOLUTION NO. 21-22-001

A RESOLUTION OF THE BOARD OF TRUSTEES FOR MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR 2022 - 2023 OF THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS:

WHEREAS, the Board of Trustees for Mission Consolidated Independent School District are authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2022 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate persons for said Board; and

WHEREAS, the Board of Trustees for Mission Consolidated Independent School District must submit the name(s) of the nominees by written resolution to the Chief Appraiser by October 15, 2021;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT that the name(s) of:

Is/are hereby nominated by the Board of Trustees for Mission Consolidated Independent School District to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the Board of Trustees for Mission Consolidated Independent School District directs that Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this 6th, day of October , 2021

BY:

Gerardo Zamora, President
Board of Trustees

ATTEST:

Roy Vela, Secretary
Board of Trustees

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Albert D. Cardenas	Vice-Chairman
Amador Requenez	Secretary
Eddy Betancourt	Member
Joe D. Olivarez	Member
Pablo "Paul" Villarreal, Jr.	Member

August 15, 2021

MISSION C.I.S.D.
AUG 24 2021
SUPT'S OFFICE

Superintendent
Mission ISD
1201 Bryce Drive
Mission, TX 78572

205

Re: Election of Board of Directors 2022-2023

Dear Superintendent:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2022-2023 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2022-2023 selection/election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before October 15th.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before October 30th. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before December 15th to the Chief Appraiser.

Before **December 31, 2021**, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,



Rolando Garza, RPA
Chief Appraiser

RG: je

206

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
 Rolando Garza, Chief Appraiser
 Jorge Gonzalez, Asst. Chief Appraiser
 Brent E Cavazos, Associate Chief Appraiser
 PO Box 208
 Edinburg, TX 78540-0208
 (956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS
 Richard A. Garza Chairman
 David Hernandez Vice-Chairman
 Amador Requenez Secretary
 Albert D. Cardenas Member
 Pete Garcia Member
 Pablo "Paul" Villarreal, Jr. Member

<div style="display: inline-block; vertical-align: middle; text-align: center;"> <p>Hidalgo County Appraisal District Timeline Election of Board of Directors 2022 - 2023</p> </div>	
<p>August 2021 But before October 1, 2021</p>	<p>Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2022-2023 election for the Board of Directors for the Appraisal District.</p>
<p>Before October 15, 2021</p>	<p>The Presiding Officer of the unit submits the name(s) of the nominee(s) by written resolution to the Chief Appraiser.</p>
<p>Before October 30, 2021</p>	<p>The Chief Appraiser prepares the ballot, listing the candidates in order by surname and delivers a copy of the ballot to the presiding officer of each unit.</p>
<p>Before December 15, 2021</p>	<p>Each voting unit cast its vote by written resolution and submits it to the Chief Appraiser.</p>
<p>Before December 31, 2021</p>	<p>The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.</p>

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2022-2023
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS

	2020 Tax Levied	2020 Total Levy	2020 Percent	Votes	2022-2023 Directorships	2022-2023 Official Votes
Entity						
Hidalgo County	\$ 220,338,129	\$ 911,952,107	24.161%	242	5	1210
Cities						
Alamo	\$ 4,052,229	\$ 911,952,107	0.444%	4	5	20
Alton	\$ 2,266,126	\$ 911,952,107	0.248%	2	5	10
Donna	\$ 5,591,745	\$ 911,952,107	0.613%	6	5	30
Edcouch	\$ 571,220	\$ 911,952,107	0.063%	1	5	5
Edinburg	\$ 34,033,591	\$ 911,952,107	3.732%	37	5	185
Elsa	\$ 1,628,015	\$ 911,952,107	0.179%	2	5	10
Granjeno	\$ 21,952	\$ 911,952,107	0.002%	1	5	5
Hidalgo	\$ 2,384,287	\$ 911,952,107	0.261%	3	5	15
La Joya	\$ 957,155	\$ 911,952,107	0.105%	1	5	5
La Villa	\$ 568,646	\$ 911,952,107	0.062%	1	5	5
McAllen	\$ 50,905,212	\$ 911,952,107	5.582%	56	5	280
Mercedes	\$ 4,993,189	\$ 911,952,107	0.548%	5	5	25
Mission	\$ 24,033,922	\$ 911,952,107	2.635%	26	5	130
Palmview	\$ 2,788,816	\$ 911,952,107	0.306%	3	5	15
Penitas	\$ 1,342,062	\$ 911,952,107	0.147%	1	5	5
Progreso	\$ 831,009	\$ 911,952,107	0.091%	1	5	5
Pharr	\$ 23,908,466	\$ 911,952,107	2.622%	26	5	130
San Juan	\$ 8,178,632	\$ 911,952,107	0.897%	9	5	45
Sullivan City	\$ 536,134	\$ 911,952,107	0.059%	1	5	5
Weslaco	\$ 13,534,312	\$ 911,952,107	1.484%	15	5	75
Schools						
Donna	\$ 18,502,671	\$ 911,952,107	2.029%	20	5	100
Edcouch-Elsa	\$ 4,776,664	\$ 911,952,107	0.524%	5	5	25
Edinburg	\$ 82,255,219	\$ 911,952,107	9.020%	90	5	450
Hidalgo	\$ 7,362,355	\$ 911,952,107	0.807%	8	5	40
La Joya	\$ 35,077,606	\$ 911,952,107	3.846%	38	5	190
La Villa	\$ 1,673,868	\$ 911,952,107	0.184%	2	5	10
Lyford	\$ 122,079	\$ 911,952,107	0.013%	1	5	5
McAllen	\$ 88,388,374	\$ 911,952,107	9.692%	97	5	485
Mercedes	\$ 8,293,942	\$ 911,952,107	0.909%	9	5	45
Mission	\$ 28,040,951	\$ 911,952,107	3.075%	31	5	155
Monte Alto	\$ 1,775,228	\$ 911,952,107	0.195%	2	5	10
PSJA	\$ 63,835,097	\$ 911,952,107	7.000%	70	5	350
Progreso	\$ 2,406,438	\$ 911,952,107	0.264%	3	5	15
Sharyland	\$ 44,000,759	\$ 911,952,107	4.825%	48	5	240
So Tx College	\$ 66,982,283	\$ 911,952,107	7.345%	73	5	365
South Texas ISD	\$ 19,815,889	\$ 911,952,107	2.173%	22	5	110
Valley View	\$ 9,507,799	\$ 911,952,107	1.043%	10	5	50
Weslaco	\$ 25,670,034	\$ 911,952,107	2.815%	28	5	140
Grand Total	\$ 911,952,107		100.000%	1000		5000

208

SUBJECT: Approval Proclamation in support of National School Lunch week in Mission CISD.

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

Our Child Nutrition Program plays a major role in fueling the learning of District students through the nutritious meals served to students. This includes breakfast, lunch, snacks, and supper. This is done through the support of the Texas Department of Agriculture and the National School Lunch Program.

ADMINISTRATIVE CONSIDERATIONS

Each year, the role of school lunches is celebrated by the National School Lunch Program during a special week in October. This year's observance of National School Lunch Week is October 11-15, 2021. Through an official proclamation it is hoped that the observance of National School Lunch Week and the important role of our Child Nutrition Program will gain more attention and credit for the role they play in our student's health and learning.

FUNDING SOURCE AND AMOUNT

N/A

RECOMMENDATION

Approval Proclamation in support of National School Lunch week in Mission CISD.

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Rosy Woodrum, Director for Child Nutrition Program
Craig Verley, Director of Public Relations and Marketing



National School Lunch Week Official Proclamation

WHEREAS The National School Lunch Program has served our nation admirably for 75 years through advanced practices and nutrition education; and

WHEREAS the National School Lunch program is dedicated to the health and academic achievement of our nation's children, and

WHEREAS recent research shows students are receiving their healthiest meals at school; and there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs.

NOW THEREFORE, we, the Board of Trustees of Mission Consolidated Independent School District do hereby proclaim the week of October 11-15, 2021, as NATIONAL SCHOOL LUNCH WEEK and I encourage all residents to become aware of the benefits of the National School Lunch Program and support good nutrition habits for their children, in hope of achieving a more healthful citizenry for today and the future.

IN WITNESS WHEREOF, I have hereunto set my hand.

Done on the Sixth day of October in the year, Two Thousand and Twenty-One.

Board President: _____
Gerardo Zamora, Board of Trustees

SUBJECT: Approval of Operating Transfer from General Fund to Self-Funded Health Insurance Fund

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

The District’s Self-Funded Health Insurance plan is accounted for in an internal service fund. GASB Statement No. 10 Accounting and Financial Reporting for Risk Financing and Related Issues establishes accounting and financial reporting standards for risk financing and insurance-related activities of state and local governmental entities. GASB Statement No. 10 states that deficits in risk financing self-insurance funds are not required to be charged to other funds (as interfund services provided and used) in any one year if adjustments (for example increases in contribution levels or cost-saving measures) are made over a reasonable period of time. Deficits in internal service funds must be disclosed in the notes to the financial statements. However, it also mentions that if the deficit cannot be recovered over a reasonable period of time, the Internal Service Fund deficit should be charged back to the user funds.

As a result of an increase in claims and decrease in contributions due to fewer employees participating in the plan, the Self-Funded Health Insurance Fund reflected a deficit as of June 30, 2021, the district’s fiscal year end.

ADMINISTRATIVE CONSIDERATIONS

The Self-Funded Health Insurance Fund reflected a deficit balance as of June 30, 2021. Since it is unlikely that there will be a large enough decrease in future claim expense during this current year to cover the deficit, administration recommends an operating transfer from the General Fund to the Self-Funded Health Insurance Fund in the amount of \$1,409,701.79 to cover that deficit.

FUNDING SOURCE AND AMOUNT:

General Fund \$1,409,701.79

RECOMMENDATION:

Approval of Operating Transfer from General Fund to Self-Funded Health Insurance Fund

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Sylvia Cruz, Director of Payroll, Employee Benefits and Risk Management
Rebecca Magee, CPA Internal Auditor

This Statement establishes standards for cash flow reporting. It requires a statement of cash flows (instead of a statement of changes in financial position) as part of a full set of financial statements for all proprietary and nonexpendable trust funds and governmental entities that use proprietary fund accounting. It exempts public employee retirement systems and pension trust funds from the requirement to present either a statement of cash flows or a statement of changes in financial position.

This Statement requires that a statement of cash flows classify cash receipts and payments according to whether they stem from operating, noncapital financing, capital and related financing, or investing activities, and it provides definitions of each category.

Governmental enterprises are encouraged to report cash flows from operating activities directly by showing major classes of operating cash receipts and payments (the direct method), although the indirect or reconciliation method may be used. If the direct method is used, a reconciliation of operating income to net cash flow from operating activities is required to be provided.

Information about investing, capital, and financing activities not resulting in cash receipts or payments in the period is required to be provided separately.

This Statement is effective for annual financial statements for fiscal years beginning after December 15, 1989. Restatement of financial statements for earlier years provided for comparative purposes is encouraged but not required.

GASB Statement No. 10

Accounting and Financial Reporting for Risk Financing and Related Insurance Issues

This Statement establishes accounting and financial reporting standards for risk financing and insurance-related activities of state and local governmental entities, including public entity risk pools. The risks of loss that are included within the scope of this Statement include torts; theft of, damage to, or destruction of assets; business interruption; errors or omissions; job-related illnesses or injuries to employees; acts of God; and any other risks of loss assumed under a policy or participation contract issued by a public entity risk pool. Also included are risks of loss resulting when an entity agrees to provide accident and health, dental, and other medical benefits to its employees.

This Statement generally requires public entity risk pools to follow the current accounting and financial reporting standards for similar business enterprises, based primarily on FASB Statement No. 60, *Accounting and Reporting by Insurance Enterprises*. Pool premiums or required contributions are required to be recognized as revenue over the contract period in proportion to the amount of risk protection provided. Claims costs, including claim adjustment expenses and estimates of costs for claims relating to covered events that have occurred but have not been reported to the pool, should be recognized in the period in which the event that triggers coverage under the policy or participation contract occurs. Costs that vary with and are primarily related to the acquisition of insurance or pool participation contracts (acquisition costs) should be capitalized and charged to expense in proportion to premium revenue recognized. This Statement also requires disclosure of certain ten-year revenue and claims development data as required supplementary information.

State and local governmental entities other than public entity risk pools are required to report an estimated loss from a claim as an expenditure/expense and as a liability if both of these conditions are met:

- a. Information available before the financial statements are issued indicates that it is probable that an asset had been impaired or a liability had been incurred at the date of the financial statements. It is implicit in this condition that it must be probable that one or more future events will also occur, confirming the fact of the loss.
- b. The amount of the loss can be reasonably estimated.

If a governmental entity other than a pool uses a single fund to account for its risk financing activities, that fund should be either the general fund or an internal service fund. Both funds must use the method described above for calculating claims liabilities. However, if an internal service fund is used, the entity also may use an actuarial method, including a provision for future catastrophe losses, to calculate the amount that the internal service fund charges other funds of the entity. Charges made on that basis should be reported as revenue in the internal service fund and as expenditures/expenses in the other funds of the entity. Charges in excess of those amounts should be reported as operating transfers. Any surplus fund balance in an internal service fund resulting from use of a provision for catastrophe losses is required to be reported as a designation of equity for future catastrophe losses. If the general fund is used, the entity may use any method it chooses to allocate loss expenditures/ expenses to the other funds of the entity.

This Statement is consistent with proposed provisions of the GASB's August 14, 1989 revised Exposure Draft, *Measurement Focus and Basis of Accounting-Governmental Fund Operating Statements* (MFBA ED), which would require governmental funds to report expenditures when incurred, regardless of when paid. The MFBA ED proposes standards

only for governmental fund *operating statements*, not their balance sheets. The Board will resolve issues about the balance sheet effect of liabilities arising from these expenditure accruals in its financial reporting project. Accordingly, this Statement does not provide guidance on the display of claims liabilities reported by *governmental funds*.

The requirements of this Statement that affect public entity risk pools are effective for financial statements for periods beginning after June 15, 1990. The requirements for entities other than pools are effective on the same date that the Board's final Statement on measurement focus and basis of accounting for governmental funds is effective. The transition date tentatively established by the MFBA ED is for financial statements for periods beginning after June 15, 1993. However, earlier application is permitted. Entities other than pools that use an internal service fund to report their risk management activities should report all claims liabilities in that fund and report the transfer of liabilities previously reported in the General Long-Term Debt Fund as an adjustment of internal service fund beginning net assets. See also GASB Statement No. 17, Measurement Focus and Basis of Accounting – Governmental Fund Operating Statements: Amendment of the Effective Dates of GASB Statement No. 11 and Related Statements (an amendment of GASB 10, 11, and 13).

GASB Statement No. 11

Measurement Focus and Basis of Accounting - Governmental Fund Operating Statements

This Statement is fundamental to the Board's overall reexamination of governmental accounting and financial reporting. It establishes measurement focus and basis of accounting standards for governmental and expendable trust fund operating statements. This Statement establishes basic principles that are needed to develop the guidance in other projects, especially certain expenditure recognition and measurement standards that will be implemented at the same time as this Statement; it also provides specific guidance for many governmental fund transactions, primarily revenues. This Statement provides guidance for balance sheet reporting of general long-term capital debt — liabilities resulting from capital asset acquisitions or debt financing of certain nonrecurring projects or activities that have long-term economic benefit. This Statement does not, however, provide guidance for balance sheet reporting of debt issued to finance operations or deficits (operating debt) or the long-term liabilities arising from the accrual of governmental fund expenditures. That guidance will be provided with a subsequent Statement on financial reporting, which also will be implemented at the same time as this Statement.

Liabilities

GAAP for Internal Service Funds require all obligations related to the funds' activities to be displayed as fund liabilities. The liabilities should either be classified as short-term, long-term, or divided between short-term and long-term when a balance sheet is presented. In internal service funds long-term debt is rare except for the existence of capital leases and liabilities under self-insurance.

Equity

Internal Service Fund equity is usually presented in three categories: invested in capital assets, net of related debt; restricted; and unrestricted.

Contributed Capital: Contributed capital is created when a transfer is received from other funds. These contributions usually occur when the fund initially is established and capital assets are transferred from the General Capital Asset Fund. Capital contributions should not be displayed as a separate component of net assets.

In theory, an Internal Service Fund should have revenues equal to expenses and no net assets. In reality, both surpluses and deficits exist. GASB codification C50.129-130 notes that when an Internal Service Fund is used to account for risk-financing activities, deficits do not need to be charged back to the other funds in any one year, as long as adjustments are made over a reasonable period of time. Any deficit fund balance of the internal service fund should be disclosed in the notes to the financial statements. If the charge by the internal service fund to the other funds is greater than the amount charged, the excess should be reported as an interfund transfer. If the charge doesn't recover the full cost over a reasonable period of time, any deficit fund balance should be charged back to the other funds and reported as an expenditure/expense of those funds.

Revenues

SUBJECT: Award Purchase for Comprehensive Intervention Services for HB 4545 – 212-22-1

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

The 87th Regular Legislative Session passed House Bill 4545 requiring accelerated instruction for all students who did not take or did not pass Spring 2021 state assessments. Each student must receive supplemental instruction (tutoring) before or after school, or embedded in the school day. For each reading, math, science, or social studies assessment that was not passed, 30 hours of supplemental accelerated instruction is required. Over 7,700 assessments were not passed, requiring over 230,000 hours of accelerated instruction. Due to the vast amount of tutoring needed, the district submitted a solicitation for comprehensive intervention services including the tutor and materials to meet this need.

ADMINISTRATIVE CONSIDERATIONS

In August 2021, Request for Proposals was selected as a procurement method based on estimated expenditure requiring a method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater. TEC Sec 44.031(a)

FUNDING SOURCE AND AMOUNT

ESSER III - American Rescue Plan (ARP) 2020-2023

RECOMMENDATION

Award purchase of Comprehensive Intervention Services for HB 4545 as listed attached in the tabulation sheet.

CONTACT PERSON (S)

Dr. Sharon Roberts, Deputy Superintendent for Curriculum and Instruction
Joel Garcia, Assistant Superintendent for Finance
Edilberto Flores, Executive Director for MHS Vertical Team
Cynthia Wilson, Executive Director for VMHS Vertical Team

Kim Risica, Executive Director for Special Programs and School Improvement
Francisca Cruz, Executive Director for Special Education, Section 504, RTI,
Dyslexia
Dora Garcia, Coordinator for Purchasing

FY2022 Term Contract:	Comprehensive Intervention Services: (K-2) (3-8) (EOC) #212-22-1
Awarded To:	<ol style="list-style-type: none"> 1. <u>Primary Vendors</u> <ul style="list-style-type: none"> • <u>Intervene K-12</u> • <u>RGV Tutor dba Sylvan Learning</u> 2. <u>Additional Vendors</u> <ul style="list-style-type: none"> • <u>Above and Beyond Learning</u>
Term:	One Year/One year option to renew
Term Period :	October 2021 – September 2022

Mission Consolidated Independent School District
 Tabulation Form
 Comprehensive Intervention Services: (K-2) (3-8) (EOC) #212-22-1

VENDOR NAME:		Above and Beyond Learning Inc			Stride dba Fuel Educations LLC			Intervene K-12			RGV Tutor LLC dba Sylvan Learning		
		Contact Name: Alejandro Regalado			Contact Name: Ernesto Ayala			Contact Name: Aaron McCloud			Contact Name: Anjanette I Garza		
		Phone #: 786-703-7738			Phone #: 703-483-7300			Phone #: 855-345-3276			Phone #: 956-682-9800		
		Email: tutoring@aboveandbeyondlearning.com			Email: orders@k12.com			Email: proposals@intervene.io			Email: anjanette.garza@sylvanlearning.com		
Qty	Detailed Desc	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total
	Cost of Individual Tutoring												
2000	Per hour K-8th grade	\$1,650 PPA	\$ 55.00	\$ 3,300,000.00									
2000	Per hour 9-12th grade	\$1,800 PPA	\$ 60.00	\$ 3,600,000.00									
	Cost of small group tutoring												
2000	Per hour per student K-8th grade 3:1	\$600 PPA	\$ 20.00	\$ 1,200,000.00									
2000	Per hour per student 9-12th grade 3:1	\$750 PPA	\$ 25.00	\$ 1,500,000.00									
	Costs of remote learning												
2000	Per hour K-8th grade	\$1,350 PPA	\$ 45.00	\$ 2,700,000.00									
2000	Per hour 9-12th grade	\$1,500 PPA	\$ 50.00	\$ 3,000,000.00									
2000	1 content area Elementary 3:1				\$795 per student / per content	\$ 795.00	\$ 1,590,000.00						
2000	1 content area Jr High 3:1				\$1,070 per student / per content	\$ 1,070.00	\$ 2,140,000.00						
2000	1 content area High				\$1,025 per student / per content	\$ 1,025.00	\$ 2,050,000.00						
2000	2 content area Elementary					\$ 1,440.00	\$ 2,880,000.00						
2000	2 content areas Jr					\$ 1,720.00	\$ 3,440,000.00						
2000	2 content areas High					\$ 1,675.00	\$ 3,350,000.00						
2000	3 content area Elementary					\$ 1,990.00	\$ 3,980,000.00						
2000	3 content areas Jr					\$ 2,270.00	\$ 4,540,000.00						
2000	3 content areas High					\$ 2,225.00	\$ 4,450,000.00						
	32 week options												
2000	3 days of tutoring 3:1							\$2,160 per student / per content	\$ 2,160.00	\$ 4,320,000.00			
2000	3 days of tutoring 4:1								\$ 1,640.00	\$ 3,280,000.00			
2000	3 days of tutoring 5:1								\$ 1,328.00	\$ 2,656,000.00			
2000	4 days of tutoring 3:1								\$ 2,853.00	\$ 5,706,000.00			
2000	4 days of tutoring 4:1								\$ 2,160.00	\$ 4,320,000.00			
2000	4 days of tutoring 5:1								\$ 1,744.00	\$ 3,488,000.00			
2000	5 days of tutoring 3:1								\$ 3,541.00	\$ 7,082,000.00			
2000	5 days of tutoring 4:1								\$ 2,675.00	\$ 5,350,000.00			
2000	5 days of tutoring 5:1								\$ 2,155.00	\$ 4,310,000.00			
	16 week options												
2000	3 days of tutoring 3:1								\$ 1,120.00	\$ 2,240,000.00			
2000	3 days of tutoring 4:1								\$ 860.00	\$ 1,720,000.00			
2000	3 days of tutoring 5:1								\$ 704.00	\$ 1,408,000.00			
2000	4 days of tutoring 3:1								\$ 1,466.00	\$ 2,932,000.00			
2000	4 days of tutoring 4:1								\$ 1,120.00	\$ 2,240,000.00			
2000	4 days of tutoring 5:1								\$ 912.00	\$ 1,824,000.00			
2000	5 days of tutoring 3:1								\$ 1,808.00	\$ 3,616,000.00			
2000	5 days of tutoring 4:1								\$ 1,375.00	\$ 2,750,000.00			
2000	5 days of tutoring 5:1								\$ 1,115.00	\$ 2,230,000.00			
	2 Different Programs												
2000	Ace it! Tutoring 8:1 (8 students to 1 tutor) Per student											\$ 750.00	\$ 1,500,000.00
2000	SylvanSync Tutoring 3:1 (3 students to 1 tutor) Per student										1-100 \$1,200 101-250 \$1,140 251-500 \$1,080	\$ 1,080.00	\$ 2,160,000.00
Total		100% in person and virtual		\$ 2,700,000.00	100% live sessions		\$ 5,780,000.00	live person led group intervention		\$ 4,320,000.00	100% in person		\$ 2,160,000.00

Note:
 Intervene K-12 and Sylvan awarded vendors with Above and Beyond as an additional source of tutors

Bid Evaluation Matrix		Vendors			
		Above and Beyond Learning	Fuel Education	Intervene K-12	RGV Tutor dba Sylvan Learning
Criteria	Weight	\$ 2,700,000.00	\$ 5,780,000.00	\$ 4,320,000.00	\$ 2,160,000.00
Price of service/product (40 points)					
Base Proposal	40	32	15	20	40
Meet district's needs (58 points)					
Scope of work includes K-2, 3-8, EOC	8	8	8	8	8
Provides certified teachers as tutors in-person	8	8	8	8	8
Provides TEKS aligned resources	5	5	5	5	5
Provides diagnostic assessments and progress monitoring	8	3	4	8	8
Provides evidence of program success	7	3	4	7	7
Systematic design that provides direct instruction to target Tier 2 & Tier 3 students	7	7	7	7	7
Provides support to district teachers	7	2	2	7	7
Provides support for Els and SPED	8	3	4	8	8
Past relationship with vendor (2 points)	2	0	0	0	2
Total	100	71	57	78	100

Committee Members 10/6/2021

Nelly Flores

Dora Villalobos

Jessica Dominguez

Fidel Garza

Kim Risica

Francisca Cruz

Edilberto Flores

Cynthia Wilson

Dr. Sharon Roberts

SUBJECT: Award Purchase Migrant Camps #233-22-0

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

The College & Career Success Migrant Camps will be offered to Migrant 1st-12th grade students.

The opportunities are research-based Migrant student camps with House Bill 5 endorsements:

- core subjects and 21st century themes
- alignment with our vision and mission statements for Mission CISD with leadership, technology and innovation skills
- information on media and communication skills
- college, career, and life skills incorporated
- family engagement sessions on college and career success
- camp themes aligned for students to become HB 5 ready
- academic enrichment activities aligned with STAAR test objectives

Approximately 100 students will have the opportunity to attend the College & Career Success Migrant Camps.

ADMINISTRATIVE CONSIDERATIONS

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a) requiring an approved method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater.

A summary of the response review and evaluation process is as follows:

1. Number of responses received - 1
2. Number of vendors awarded - 1

FUNDING SOURCE AND AMOUNT

Respective campus and departmental budgets

Estimated expenditure **\$60,000**

RECOMMENDATION

Administration recommends awarding contract to Vision Ed Group dba College 1st Program

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Dora Garcia, Coordinator for Purchasing



FY2022 Term Contract:	Migrant Camps #233-22-0
Awarded To:	1. <u>Vision Ed Group dba College 1st Program</u>
Term:	One Year/One Year option to renew
Term Period :	October 2021 – September 2022

Mission Consolidated Independent School District
 Tabulation Form
 Migrant Camps 233-22-0

		Vision Ed Group dba College 1st Program			
		Vendor #12300			
		Ernesto Villarreal			
		956-451-5966			
		ernesto@college1st.org			
		Total Cost Selected # Selected (\$)			
		\$60,000			
		1			
		\$60,000			
#	Items	Quantity Required	Unit Price per Each	Notes	Total Cost
#0-1	Migrant Camps (approximately 50)	12	\$5,000	Capacity of 50 Participants	\$60,000
#0-2	Price for additional participant	1	\$0	Additional Participants (In-Kind)	\$0

SUBJECT: Award Purchase of Clear Student Desk Shields #300-22-1

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

The intent of this contract is to provide a method to procure Clear Student Desk Shields to meet the needs of the District.

ADMINISTRATIVE CONSIDERATIONS

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a) requiring an approved method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater.

A summary of the response review and evaluation process is as follows:

1. Number of responses received - 18
2. Number of vendors awarded - 1

FUNDING SOURCE AND AMOUNT

ESSER III - American Rescue Plan (ARP) 2020-2023

Estimated expenditure **\$296,250**

RECOMMENDATION

Administration recommends awarding contract to AISYS Consulting, LLC.

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Dora Garcia, Coordinator for Purchasing

FY2022 Contract:	Clear Student Desk Shields #300-22-1
Awarded To:	1. <u>AISYS Consulting</u>
Term:	One-time Purchase

Mission Consolidated Independent School District
 Tabulation Form
 Clear Student Desk Shields 300-22-1

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#	Items	Quantity Required	AISYS Consulting, LLC				BSN Sports				Brandit LLC				COPY PLUS				Scientific Company LLC (Fisher Science Education Business)				Gateway Printing & Office Supply, Inc.			
			Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost
			Vendor #8880 Joel Hernandez 956-686-0101 joelh@aisysconsulting.com \$296,250.00 0 \$0				Vendor #19180 Chris Bloomfield 800-527-7510 x7324 bsnbid@bsnsports.com \$381,150.00 0 \$0				Vendor #7349 Andres Santos 956-687-7666 andy@mybrandit.com \$1,259,850.00 0 \$0				Vendor #3849 Lorissa Pecina 956-668-7587 lorissa@copyplusonline.net \$1,236,750.00 0 \$0				Vendor #38480 Eileen Rosenwinkel 800-955-1177 fxe.bids@thermofisher.com \$938,700.00 0 \$0				Vendor #30290 Chris Diaz 956-383-3861 cdiaz@gatewayp.com \$387,750.00 0 \$0			
#0-1	Clear Desk Shields	15000	\$19.75	8-10 Weeks	Includes freight to district warehouse	\$296,250.00	\$25.41	5-6 weeks	BSN/Sandbox Desk Shield **see spec attached** comes in box of 10 only	\$381,150.00	\$83.99	4-6 weeks	N/A	\$1,259,850.00	\$82.45	4-6 weeks after processing and availability	5,000 a week to fulfill this inventory; DEFPSB221 618H; size: 22x16x18	\$1,236,750.00	\$62.58	Partial shipments as manufactured within 2 weeks of order placement	There is a \$100.00 fee for the product proof.	\$938,700.00	\$25.85	12 week lead time after order is placed, please note that if awarded a 50% deposit would be required. Shipping would be direct to customer to one location.	Item "SHIELD-BD-RECT-ARM-192-219-CLEAR-H23-HH" being quoted. Pricing is based on these qty's. Any change would require a new quote. Pricing is good until 10/17/21. Special ordered items, are not returnable unless received in damaged or defective condition.	\$387,750.00

#	Items	Quantity Required	Hertz Furniture Systems, LLC				High End Advertising				Howard Industries Inc.				J.R., Inc.				Lakeshore Equipment Company dba Lakeshore Learning Mater				Office Depot BSD			
			Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost
			Vendor #10274 Flo Rodriguez 956-706-0676 flo@hertzfurniture.com \$898,350.00 0 \$0				Vendor #103347 Mariano Nunez 956-600-7777 mnunez@highendad.com \$660,000.00 0 \$0				Vendor #102978 Jessica Hayes 601-425-3181 bids@howardcomputers.com \$1,215,000.00 0 \$0				Vendor #40452 William Rodriguez 210-658-6364 wrodriguez@jrinc.org \$402,300.00 0 \$0				Vendor #43509 Audrey Lopez 800-421-5354 biddept@lakeshorelearning.com \$997,350.00 0 \$0				Vendor #87177 Patricia Salinas 512-765-7536 patty.salinas@officedepot.com \$298,350.00 0 \$0			
#0-1	Clear Desk Shields	15000	\$59.89	6-10 weeks	er: Austin Plastics Model: Clear Desk Shield Size: 23"H x 22"W x 19"L - See attached cut sheet for additional product details. 1. Price includes delivery. 2. We will notify the District 30 days in advance of	\$898,350.00	\$44	Included	Production time 15-20 Days Delivery time 35-40 days 4 Grips Sample "A" Acylic Ocean Shipping	\$660,000.00	\$81	15-30 days	ARO	\$1,215,000.00	\$26.82	12 Weeks	Price is based on qty of 50 or more, please reference quote for quantity below 50	\$1,215,000.00	\$66.49	Qty 9,000: Lead time is 7-21 Business Days ARO. Qty 6,000: Lead time is 130 Business Days ARO.	Alternate item: Lakeshore #PP872 - Premium Desk Shield	\$997,350.00	\$19.89	5-7 days from PO	in stock w/vendor	\$298,350.00

#	Items	Quantity Required	Polymershapes				Professional Plastics				School Outfitters				Special-T, LLC				Think 360 Incorporated				www.libertyoffice.com			
			Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost	Unit Price per Each	ETA	Notes	Total Cost
			Vendor # Rico Ramirez 903-505-4565 rramirez@polymershapes.com \$397,500.00 0 \$0				Vendor # Theresa O'Shei 716-686-9300 toshei@proglas.com \$723,750.00 0 \$0				Vendor #12071 Contracts Department 800-260-2776 contracts@schooloutfitters.com \$778,500.00 0 \$0				Vendor # Lisa Polillo 678-879-0777 ext2237 lisa@specialt.net \$712,200.00 0 \$0				Vendor # Angela Sant'anna 777-570-0024 angelasantana@think360.us \$187,500.00 0 \$0				Vendor #105740 Lee Smith 800-460-8900 x121 lsmith@libertyoffice.com \$899,850.00 0 \$0			
#0-1	Clear Desk Shields	15000	\$26.50	3 - 4 weeks	Clear Desk Shields	\$397,500.00	\$48.25	2 weeks ARO to ship	.187" THICK x 22" W x 19" L x 23" H CLEAR ACRYLIC DESK SHIELDS. FULL LENGTH HINGES. PICTURE SUBMITTED WITH BID	\$723,750.00	\$51.90	See additional details	See additional details	\$778,500.00	\$47.48	5 - 6 weeks of ARO (See Notes for schedule of shipments)	STG3050; Shtp Schedule: 4 - 5 shipments of 3500 - 4000 shields/wk; 1st shtp made 2 wks ARO then 1 shtp/wk until complete; FOB: Destination to MCISD, Mission, TX 78572 (dock-to-dock via common carrier); 22 x 22.5 x 15.5, 1/8" thick (3.18 mm), 3- panel Sneeze Guard Barrier with Acrylic hinges. No handle. Assembled. Bulk packaged and skidded. Includes (4) 1"x1" feet with adhesive for each student screen;	\$712,200.00	\$12.50	03 weeks	Clear desk shields	\$187,500.00	\$59.99	12 weeks	Material sample can be provided.	\$899,850.00

old proposal submitted; not our new specs

SUBJECT: Approval of Request for Qualifications for Insurance and Employee Benefits Consulting Services RFQ #499-22-0

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

Mission CISD currently offers health and basic life insurance benefits to its employees and their dependents through a self-funded health plan, administered by Blue Cross Blue Shield of Texas. The insurance plan year begins October 1st and ends September 30th. At their own expense, employees may also enroll in supplemental insurance programs for Dental, Vision, Cancer, Critical illness, Hospital Indemnity Plan, Child Dependent Care, Flexible Spending Account, Whole Life, Accident, Supplemental Term Life and Disability. Premiums for these programs are paid by payroll deduction. The District's current group health, dental, life insurance, and supplemental insurance programs are scheduled to expire on September 30, 2023. In order to assist the Employee Benefits Department with data gathering, specification writing and the evaluation of proposals, administration is considering the hiring of an independent insurance benefits consultant.

The independent insurance benefits consultant will perform a full range of services. The consultant will perform services related to the design, implementation, maintenance, communication, and improvement of current and future health and benefit insurances. The benefits of an independent consultant include, but are not limited to, relying on their expertise and service to improve the current plan.

ADMINISTRATIVE CONSIDERATION

Request for Qualifications was selected as a procurement method based on estimated expenditure requiring a method of procurement for expenditures of similar categories valued at \$50,000 or greater. TEC Sec 44.031(a)

RECOMMENDATION

A recommendation will be brought to the board meeting.

FUNDING SOURCE AND AMOUNT

General Funds

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Sylvia Cruz, Director of Payroll, Employee Benefits and Risk Management
Dora Garcia, Coordinator for Purchasing

SUBJECT: Award Purchase of Operable Partition #902-22-0

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

The intent of this contract is to provide a method to procure Operable Partition to meet the needs of the District.

ADMINISTRATIVE CONSIDERATIONS

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a) requiring an approved method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater.

A summary of the response review and evaluation process is as follows:

1. Number of responses received - 1
2. Number of vendors awarded - 1

FUNDING SOURCE AND AMOUNT

Respective campus and departmental budgets

Estimated expenditure \$54,318

RECOMMENDATION

Administration recommends awarding contract to Indeco Sales Inc.

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Dora Garcia, Coordinator for Purchasing



FY2022 Term Contract:	Operable Partition #902-22-0
Awarded To:	1. <u>Indeco Sales Inc</u>
Term:	One Time Purchase
Term Period :	October 2021 – December 2021

Mission Consolidated Independent School District
 Tabulation Form
 Operable Partition 902-22-0

			Indeco Sales, Inc		
			Vendor # 43836		
			Martin Pena II		
			956-238-9107		
			martin.pena@indecosales.com		
Total Cost Selected # Selected (\$)			\$54,318.06		
			3		
			\$54,318.06		
#	Items	Quantity Required	Unit Price per Each	Notes	Total Cost
#0-1	Operable Partition	1	\$52,118.06	52' Operable Partition, 642 Series Manually Operated Paired Panel Partition, Standard Vinyl Finish, Approximate 4' panels to be hung on concrete ceiling beams using an 8" C-Channel and All threads. 1 Opening 52'-0"x10'-0" High. To include 52' C-CHANNEL: Installed on the concrete beams using 1/2" bolts and 1/4" metal plates. - No Storage Compartment included - Ceiling Grid work by other	\$52,118.06
#0-2	Installation	1	\$2,200.00	Install	\$2,200.00
#0-3	Delivery	1	\$0	Delivery	\$0

SUBJECT: Award Purchase of Web Filter Software TIPS #200105

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

The Lightspeed Systems Web Filter ensures that users' web browsing is in line with CIPA (Children's Internet Protection Act) mandates as well as acceptable use policies—while they are on the network or when utilizing school computers off the network. New Relay and Web Filter, Device Control, and Lightspeed Alert™ is a critical component in student safety plans and the prevention of self-harm, cyberbullying, suicide, and school violence. District administrators and their delegates are notified instantly of threats and can intervene before an incident occurs.

The yearly maintenance software renewal will provide Mission CISD with access to technical support and the latest updates and releases on our Lightspeed Web Filter.

Benefits:

- Access to the latest web filter databases
- Block inappropriate sites that come out every day
- Web filter focused on education
- Filtering for any device that connects to our network
- Filtering for mobile devices such as Chromebooks and laptops anytime, anywhere
- New Relay will provide anytime, anywhere filtering in the Cloud
- Limit internet access and focus on a specific set of pages dictated by the teacher
- Monitor activity of entire classroom
- Lightspeed Alert and safety specialists work seamlessly together to detect early warning signs of sentiment and intent of violence, self-harm, and suicide.

ADMINISTRATIVE CONSIDERATIONS

This purchase will be made using TIPS Inter-local Purchasing Co-op. Using an Inter-local Purchasing Co-op complies with purchase requirements of TEC 44.031a(4) and local board policy requiring an approved purchasing method for contracts valued at \$50,000 or more.

A summary of the response review and evaluation process is as follows:

1. Number of responses²³⁰ received - 4
2. Number of vendors awarded - 1

FUNDING SOURCE AND AMOUNT

Respective campus and departmental budgets

Estimated expenditure **\$80,844**

RECOMMENDATION

Administration recommends awarding contract to CDW-G.

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Noe A. Pena, Administrator for Technology Systems
Dora Garcia, Coordinator for Purchasing



FY2022 Term Contract:	Web Filter Software TIPS #200105
Awarded To:	1. <u>CDW-G</u>
Term:	One Year
Term Period :	October 2021 – September 2022

Mission Consolidated Independent School District
 Tabulation Form

VENDOR NAME:		CDW-G			DirSec Corporate Office			Ednetics			Lightspeed Systems		
		Contact Name: Mike Smith			Contact Name: Mark Wand			Contact Name: Matt Baird			Contact Name: Ryan Core		
		Phone #: 866-691-7123			Phone #: 303-585-1825			Phone #: 602-698-9910			Phone #: 877-447-6244		
		Email: miksmit@cdwg.com			Email: mward@dirsec.com			Email: matthew.baird@ednetics.com			Email: orders@lightspeedsystems.com		
Qty	Detailed Desc	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total
14334	Lightspeed Filter	TIPS 200105	\$ 4.70	\$ 67,369.80		\$ 7.00	\$ 100,338.00		\$ 5.19	\$ 74,393.46		\$ 5.94	\$ 85,143.96
14334	Lightspeed Alert		\$ 0.94	\$ 13,473.96		\$ 2.00	\$ 28,668.00		\$ 1.11	\$ 15,910.74		\$ 1.30	\$ 18,634.20
	Discount						37%						
Total				\$ 80,843.76			\$ 81,273.78			\$ 90,304.20			\$ 103,778.16

Note:	

QUOTE CONFIRMATION



DEAR NOE PENA,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MJKZ052	9/9/2021	LIGHTSPEED	0858352	\$80,843.76

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lightspeed Filter - subscription license (1 year) - 1 license Mfg. Part#: FLTR-1 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	14334	6377907	\$4.70	\$67,369.80
Lightspeed Alert - subscription license (1 year) - 1 license Mfg. Part#: ALRT-1 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	14334	6427658	\$0.94	\$13,473.96

PURCHASER BILLING INFO	SUBTOTAL	\$80,843.76
Billing Address: MISSION CONSOLIDATED INDEP. SCHOOL ACCTS PAYABLE 1201 BRYCE DR MISSION, TX 78572-4399 Phone: (956) 323-5524 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$80,843.76
	DELIVER TO Shipping Address: MISSION CISD ATTN:MISSION CISD 723 N HOLLAND AVE MISSION, TX 78572-4919 Shipping Method: ELECTRONIC DISTRIBUTION	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Mike Smith		(866) 691-7123		miksmi@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$80,843.76	\$2,167.42/Month	\$80,843.76	\$2,503.73/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

DirSec Corporate Office
 PO Box 6247
 Broomfield, CO 80021-0005

WWW.DIRSEC.COM
 A Colorado S Corp. Est. 2001



Quote #: Mission_Lightspeed_091721

Date: September 17, 2021

Prepared for: **Mission CISD**

Attention: Noe Pena
 Email: npena@mcisd.org

Terms: Net 30
 Quoted by: Mark Ward
 E-mail: mward@dirsec.com
 Phone: 303.585.1825

Line #	Qty	Product/ Model #	Product Description	List Unit Price	Total Retail Price	Total with Discount
1	14334	FLTR-1	Lightspeed Filter™	\$ 7.00	\$ 100,338.00	\$ 66,939.78
2	14334	ALRT-1	Lightspeed Alert™	\$ 2.00	\$ 28,668.00	\$ 14,334.00
			TIPS Lightspeed CO-OP Agreement discounted pricing			
				Total	\$ 129,006.00	\$ 81,273.78

236

Quoted prices valid for 30 days. Quote is subject to revision or cancellation prior to acceptance by the customer. Prices quoted do not include applicable sales tax.

DirSec will only accept credit card payments for transactions that are less than \$10,000.

Representing the Best of Breed Vendors:

Cloud Data Security (Including SASE, SWG, CASB, CSPM, DLP), Next Generation Endpoint Protection and Remediation, Structured Data Security, Web Application Security, User & Entity Behavioral Analytics, Next Generation SIEM, PIM/PAM, Vulnerability Management, Security/Risk/Compliance Optimization/ Enforcement

Services include: Managed Services, Architectural Review and Design, Implementation, Upgrades



Lightspeed

Customer

Mission Consolidated Independent
 School District
 723 N Holland Avenue
 Mission, TX 78572

Noe Pena
 npena@mcisd.org
 (956) 323-5500

Ship to

Mission Consolidated Independent
 School District
 723 N Holland Avenue
 Mission, TX 78572
 (956) 323-5500

Bill To

Mission Consolidated Independent
 School District
 723 N Holland Avenue
 Mission, TX 78572
 (956) 323-5500

Prepared By

Matt Baird
 matthew.baird@ednetics.com
 P (602) 698 9910
 F (208) 777-4708

TIPS Contract

Products

Line	Part Number	Description	Price	Qty	Ext. Price
1	FLTR-1	Lightspeed Filter	\$5.19	14334	\$74,393.46
2	ALRT-1	Lightspeed Alert	\$1.11	14334	\$15,910.74
Products Subtotal					\$90,304.20

Quote Summary

Products	\$90,304.20
Subtotal	\$90,304.20
Total	\$90,304.20

Delivery of products will be considered complete and invoiced upon delivery. Customer will be invoiced for service and installation upon completion of service unless otherwise stated. Payment terms are net 30 days unless contract terms specify otherwise. Payments that are past due may be charged the lower of 1.5% interest monthly, or the highest rate permitted by law. These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

A payment and performance bond is not included in this quote unless specifically stated. A performance bond can be provided at an additional 1.5% of the after tax total.

Please submit your PO to: orders@ednetics.com or fax to: (208) 777-4708



Direct Quotation

General Information

Quote Date: 9/16/2021 3:42 PM Quote #: Q-156993
 Customer: Mission Consolidated Quote From: Ryan Core
 Independent School District
 (Mission)
 Customer Contact: Noe Pena Credit Terms: Net 30
 Bill To: 1201 Bryce Dr Ship To: 723 N Holland Avenue
 Mission, TX 78572 * Mission, TX 78572-4919

Purchasing
 Contract #:

* Please notify your Regional Sales Manager (above) if an alternate shipping address is to be used. Thank you.

THIS QUOTE IS VALID FOR THIRTY (30) DAYS

Products

Product Name	Description	Quantity	Product Code	Unit Price	Total
Lightspeed Filter™	Lightspeed Filter™ Software [1-Yr Option]	14,334.00	FLTR-1	USD 5.94	USD 85,143.96
Lightspeed Alert™	Lightspeed Alert™ Software [1-Yr Option]	14,334.00	ALRT-1	USD 1.30	USD 18,634.20
TOTAL:					USD 103,778.16

Product Details

*** Purchase Orders can be sent via email to orders@lightspeedsystems.com ***

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

SUBJECT: Award Purchase of Survey Software

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

Surveys help the district collect data from students, teachers and staff, and families. Administering the proper survey (especially during unprecedented times like a pandemic) gives us a unique opportunity to collect valid and reliable feedback from all stakeholder groups. The data will be invaluable to our district as we navigate the months and years ahead.

With Panorama, schools and districts can transform survey results into insights using our best-in-class data analytics. In addition, Panorama provides inquiry tools that highlight trends over time, gaps between subgroups, strengths, and areas for growth.

ADMINISTRATIVE CONSIDERATIONS

This purchase will be made using an Inter-local Purchasing Co-op. Using an Inter-local Purchasing Co-op complies with purchase requirements of TEC 44.031a(4) and local board policy requiring an approved purchasing method for contracts valued at \$50,000 or more.

FUNDING SOURCE AND AMOUNT

ESSER III - American Rescue Plan (ARP) 2020-2023

Estimated expenditure **\$60,684**

RECOMMENDATION

Award purchase of Survey Software.

A recommendation will be brought to the board meeting

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Dora Garcia, Coordinator for Purchasing

SUBJECT: Consideration and Approval of Additional Professional Development for Integrating Social-Emotional Techniques

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

In May and June, the Mission CISD Board of Trustees awarded Capturing Kids' Hearts the solicitation #230-21-10 to provide campus-wide and district-wide professional development targeting the affective domain, while addressing the learning gaps. Sessions were held throughout the summer and the beginning of the school year. For various reasons, not all teachers were able to participate in the Capturing Kids' Hearts social-emotional learning professional development, so five additional sessions are needed for our teachers to learn techniques to support our students returning to school amidst a pandemic. Capturing Kids' Hearts provides transformational techniques to integrate social-emotional learning to equip educators to build positive relationships with students, impact cultural change, and ensure student connectedness.

ADMINISTRATIVE CONSIDERATIONS

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a) requiring an approved method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater.

A summary of the response review and evaluation process is as follows:

1. Number of responses received - 9
2. Number of vendors awarded - 1

FUNDING SOURCE / AMOUNT

Federal Funds – approximately \$112,500 for five additional training sessions for 250 teachers

RECOMMENDATION:

Administration recommends approval of additional professional development for integrating social-emotional techniques through The Flippen Group – Capturing Kids' Hearts

CONTACT PERSON(S)

Dr. Sharon Roberts, Deputy Superintendent for Curriculum & Instruction
Joel Garcia, Assistant Superintendent for Finance
Edilberto Flores, Executive Director for MHS Vertical Team
Cynthia Wilson, Executive Director for VMHS Vertical Team
Kim Risica, Executive Director for Special Programs and School Improvement
Dora Garcia, Coordinator for Purchasing

District By Design™ Agreement
2021-2022 (additional CKH's)

Prepared for:
Mission Consolidated Independent School District

September 13, 2021

Project Overview

About Us

First of all, it's not about us. It's about *you*.

It's about the mission, vision, and core principles of your organization. It's about your passion for growth and excellence. It's about your desire to be the very best, individually and collectively. It's about your desire to make a successful organization a great organization by forging and sustaining a championship culture.

Our processes accelerate success, transform top teams, promote creative problem-solving, help you grow the next generation of leaders, and can break the personal and systemic constraints that inhibit progress.

That's not only our core competency; it's our mission. We help "grow greatness" by developing relationships and processes that bring out the best in people.

What sets Capturing Kids' Hearts apart? We focus on growing the specific skills individuals need in order to function at a higher level at work and in every aspect of their life. We help individuals identify and overcome the specific personal constraints preventing peak performance. We help leaders identify and overcome the system constraints that hold people back. We don't do "events," seminars, or programs. We teach skills and processes that change lives. Capturing Kids' Hearts ties all this together at the administrative, teacher, and student level to gain positive momentum for the entire system.

We would like to partner to bring out greatness in the people and the systems of your organization. We recommend entering into a District By Design Agreement. Implementing our processes will enable your organization to:

- Decrease discipline referrals
- Increase attendance
- Increase test scores
- Increase teacher attendance
- Decrease teacher turnover
- Improve parent and community relationships
- Build and lead high-performing, self-managing teams and classrooms
- Develop and implement strategies for conflict resolution
- Analyze individual and system constraints and strengths
- Develop a plan for removing constraints and capitalizing on strengths
- Teach and model how to give and receive meaningful feedback
- Improve the culture and effectiveness of the organization
- Communicate more effectively
- Develop more evolved leadership skills and capabilities
- Develop growth plans for individuals who are selected by the organization
- Provide on-going support to your internal champions

SECTION 1: PROCESS AND SCHEDULE

Campus Solutions	Proposed Timeline	Pricing
<p>Capturing Kids' Hearts 1™ Five, 2 consecutive-day training session(s) for up to 50 participants per session. Includes:</p> <ul style="list-style-type: none"> • Access to the course training manual • Limited Collection of foundational videos and resources in our online portal 	<p>Fall 2021 (Subject to Availability)</p>	<p>\$112,500</p>

TOTAL PACKAGE COST (inclusive of travel)

\$112,500

District By Design Agreement

Mission Consolidated Independent School District
1201 Bryce Drive
Mission TX 78572

Thank you for selecting Capturing Kids' Hearts to serve your organization. Our goal is to provide you with service that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to us in order to confirm this agreement. We look forward to serving you.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Mission Consolidated Independent School District ("CUSTOMER"). This District By Design Agreement offers all of the Products as defined on the Process and Schedule table. All Products offered as part of this agreement are exempt from price increases, allowing you to lock in current prices (at a savings to you).

SECTION 2: INVESTMENT

Agreement:

- CUSTOMER agrees to contract with Capturing Kids' Hearts for all the services on this agreement dated September 13, 2021, subject to CUSTOMER's right to terminate this Agreement as provided herein.
- The District by Design Agreement and its rates will expire and can only be confirmed upon receipt of this signed document by September 20, 2021 in our main office at: Capturing Kids' Hearts; Attn: Kim Herman, 1199 Haywood Drive, College Station, Texas 77845.

Payment Terms:

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable); will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

Additional Charges (if applicable):

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per *Capturing Kids' Hearts 1*.

Travel:

- Reasonable and necessary travel expenses that Capturing Kids' Hearts has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks' notice, may result in an extra charge to your organization. Such expenses must be documented

SECTION 3: POLICIES

Scheduling:

- COMPANY's Event Planning Department will contact you within 1 week of the signing of this agreement to begin setting up specific dates for services to be rendered on the process schedule. Capturing Kids' Hearts will need someone designated in your organization to work with on scheduling and event planning needs as follows below.
- Scheduling benchmarks - Within 30 days of signing of the District By Design Agreement, at least 50% of events must be scheduled with Capturing Kids' Hearts. Within 120 days of signing of the agreement, the remainder of events must be scheduled with Capturing Kids' Hearts.
- Confirmation of all scheduled events will be made via email and is subject to cancellation terms as listed below.

- *Capturing Kids' Hearts 1* should be scheduled from 8:00 AM – 5:00 PM. All other trainings should be scheduled from 8:00 AM – 4:00 PM each day. Should times need to be altered, prior approval by Capturing Kids' Hearts would be required.
- In the event of an emergency or illness the consultant(s) will need to be rescheduled for another time, as there is not an on-call trainer available.

Deposits and Cancellations:

- No deposit is required.
- Capturing Kids' Hearts requires cancellation notice of 45 days prior to any scheduled date of service that has been confirmed in writing by both parties. Cancellation notice received inside the 45-day window will result in the full fee for such service being assessed, but CUSTOMER may reschedule such service at no additional cost within 90-day timeframe.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated. This section shall not require CUSTOMER to pay for services not performed.

Accountability:

- Capturing Kids' Hearts commits to reserve the capacity needed to fulfill the terms of this agreement. Capturing Kids' Hearts is committed to transformational impact. Our consultant will not move to next steps on the process schedule without implementation of previous events and/or successful *TrAction* being made by participants involved. Should this occur, certain dollars set aside for future line items on process schedule may be reallocated to reinforce previous events that need more accountability if both parties agree in writing

Considerations:

- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.
- Capturing Kids' Hearts has permission to contact company members via e-mail addresses.

Facilities:

- Capturing Kids' Hearts has a core principle to exceed our customer's expectations. We know the training environment can significantly impact the quality of the training. To make sure your staff is comfortable and to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.
- CUSTOMER will coordinate the facilities needed for trainings with the expense being incurred by your organization, as written in this agreement.
- Capturing Kids' Hearts and your organization will mutually agree upon the location of any services/trainings 30 days prior to the event.
- Upon the signing of this agreement, COMPANY's Event Planning Team will provide CUSTOMER with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood

that CUSTOMER will make reasonable arrangements and cover expenses for all equipment and be in charge of setup in advance.

- Light beverages (NO alcohol) need to be set up by CUSTOMER for the entire day for all participants. Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

Intellectual Property

- COMPANY's intellectual property is a crucial part of providing training materials and consulting services to its clients, and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect Capturing Kids' Hearts intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of Capturing Kids' Hearts.

SECTION 4: DISCLAIMERS

- CUSTOMER accepts the Products "AS IS" with all faults and errors. CAPTURING KIDS' HEARTS HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCTS EXCEPT FOR ANY SPECIFIC WARRANTIES THAT ARE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT. CAPTURING KIDS' HEARTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The entire risk as to the functionality, operation, and results is with CUSTOMER and Capturing Kids' Hearts assumes no risk or obligation in connection therewith.
- Capturing Kids' Hearts hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by CUSTOMER after use of the Products. Capturing Kids' Hearts shall in no way be responsible or liable for CUSTOMER's use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. Capturing Kids' Hearts does not guarantee or warranty any particular result or success as a result of use of the Products. The Products should be considered tools to assist CUSTOMER, but should not be treated as a singular solution.
- No information shared by Capturing Kids' Hearts verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.
- **INDEMNIFICATION: COMPANY REPRESENTS TO CUSTOMER THAT COMPANY HAS ALL NECESSARY AUTHORIZATIONS, LICENSES, RIGHTS, AND TITLE TO PROVIDE THE GOODS AND SERVICES UNDER THIS AGREEMENT. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS (THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, JUDGMENTS, SETTLEMENTS, FEES, PAYMENTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, INCURRED BY THE INDEMNITIES AS A RESULT OF COMPANY'S MISREPRESENTATIONS, NEGLIGENCE, OR OTHER FAULT.**
- This Agreement is governed by and shall be enforced under the laws of the state of Texas, without regard to its conflicts-of-laws provisions. Exclusive venue for any action arising out of this Agreement is in the state courts of Hidalgo County, TX.

- In accordance with Texas Government Code section 2271.002, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
- Any right to recovery of attorney's fees available under Texas Local Government Code Chapter 271 is hereby waived.
- CUSTOMER may terminate this Agreement for its convenience at any time by providing written notice to COMPANY. In the event of such termination, CUSTOMER shall pay COMPANY for work performed through the date of termination in accordance with the fees set out herein, and no other amount.

SECTION 5: CONFIRMATION

I have read and understand the policies of Capturing Kids' Hearts as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: _____ Date: _____
 (CUSTOMER's Authorized representative)

Print Name: _____ Title: _____

SECTION 6: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts
 Attn: Kim Herman
 Kim.herman@capturingkidshearts.org
 1199 Haywood Drive
 College Station, TX 77845
 Phone: 800-316-4311
 Fax: 877-941-4700

SUBJECT: Approval of Budget Amendment for the Month of October 2021

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

In accordance with TEA budget and accounting procedures guidelines, the District’s official budget includes the General Fund and Debt Service. The adoption of the budgets associated with these funds, and subsequent amendments, should be approved by the Board of Trustees. The authority to approve a budget or a budget amendment for a grant program, however, lies with the granting agency and not with the District’s Board.

The budget amendments are broken down into the following two categories:

1. Programmatic or policy changes – amendments that are necessary because of policy changes or program revisions that increase/decrease the budget.
2. Adjustment of original estimates – amendments that are necessary because the original amounts required adjustments but do not increase/decrease the budget.

ADMINISTRATIVE CONSIDERATIONS

All requests for budget amendments have been reviewed and are justified for the programmatic or policy changes and adjustments of original estimates.

FUNDING SOURCE AND AMOUNT

General Fund \$1,250,500 increase in expenditures to Align Campus and Departments Budgets. The expenditure includes the purchase and replacing essential items such as kitchen/cooking equipment, generators, and vehicles for the Child Nutrition Program. The expenditure also includes the Mims Elementary marquee.

The amendment also includes a reallocation of function 11 to various functions to support Campus and Department Operations.

Total General Fund expenditures budget \$186,485,359.

RECOMMENDATION:

Approval of budget amendment as presented.

CONTACT PERSONS

Joel Garcia, Assistant Superintendent for Finance

Mission Consolidated Independent School District
GENERAL FUND
Budget Amendment for the Month of August
Fiscal Year 2021 - 2022

Description	Amended Budget Aug 2021	October Amendments	Amended Budget Oct 20, 2021
Unaudited Beginning Fund Balance	\$ 78,831,059		\$ 78,831,059
Revenues:			
5700 - Local	27,728,439		\$ 27,728,439
5800 - State	130,446,452		130,446,452
5900 - Federal	22,687,952		22,687,952
Total Revenues	\$ 180,862,843	-	\$ 180,862,843
Expenditures:			
11 Instruction	\$ 73,293,387	64,628	\$ 73,358,015
12 Inst. Res. & Media Services	2,516,394	6,294	2,522,688
13 Curriculum Dev. & Inst. Staff Dev.	2,254,646	(6,000)	2,248,646
21 Inst. Leadership	2,930,731	(60,815)	2,869,916
23 School Leadership	9,693,932	15,540	9,709,472
31 Guid., Counseling & Eval. Ser.	6,190,714	(14,438)	6,176,276
32 Social Work Services	587,220	-	587,220
33 Health Services	1,973,169	1,055	1,974,224
34 Student (Pupil) Trans.	6,481,181	-	6,481,181
35 Food Services	14,137,356	1,200,000	15,337,356
36 Curricular/Extracurricular Act.	8,577,336	(23,941)	8,553,395
41 General Administration	5,899,249	-	5,899,249
51 Plant Maint. & Operations	33,623,017	52,083	33,675,100
52 Security and Monitoring Serv.	3,522,854	15,926	3,538,780
53 Data Processing Services	3,331,772	168	3,331,940
61 Community Services	399,873	-	399,873
71 Debt Service	1,036,320	-	1,036,320
81 Fac. Acquisition & Const.	8,469,628	-	8,469,628
95 Pmt. to Juv. Justice Alt. Ed. Prg.	20,000	-	20,000
99 Other Intergovernmental Charges	296,080	-	296,080
Total Expenditures	\$ 185,234,859	\$ 1,250,500	\$ 186,485,359
7900 - Other Sources	16,613,295	\$ -	16,613,295
8900 - Other Uses	(16,613,295)	(1,409,702)	(18,022,997)
Total Other Financing Sources & (Uses)	\$ -	\$ (1,409,702)	\$ (1,409,702)
Un-Audited Ending Fund Balance	\$ 74,459,043	\$ (2,660,202)	\$ 71,798,841

SUBJECT: Approval of Donations

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

In accordance with Board Policy CDC (Legal), all bequest of property for the benefit of the public schools shall, when not otherwise directed by the grantor, vest the property in the Board. Funds or other property donated, or the income therefrom, may be expended:

1. For any purpose designated by the donor that is in keeping with the lawful purposes of the schools that are to benefit from the donation; or
2. For any legal purpose if the donor designated no specific purpose.

The district receives donations from various sources throughout the school year. The majority of donations are given to the student activity funds to be used for student travel and awards. Some donations are in cash and some are non-cash, such as equipment, food, and services.

AMINISTRATION CONSIDERATION

For the period reported, total donations were \$1,261.49. The largest cash donation received was \$600.00 and the largest non-cash donations received was \$206.49. These donations benefit our students.

FUNDING SOURCE AND AMOUNT

N/A

RECOMMENDATION:

Approval of donations.

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Anna Zuniga, CPA, Director for Finance
Rosalinda Rodriguez, Accountant

Mission Consolidated Independent School District
Donations through September 2021

Date	Campus / Scholarship	Cash	Non-Cash	Donor	Purpose
08/23/21	Veterans Memorial HS	115.00		Gilbert and Crystal Lynn Mancillas	To be used for State Fair of Texas Exhibitor
08/23/21	Veterans Memorial HS	600.00		Volleyball Booster Club	Donation to be used for volleyball admissions
08/31/21	Alton Memorial Jr. HS	340.00		Janette Garza Ibarra	To be used for student food or as needed
09/13/21	Marcell Elementary		206.49	G.R. and E Mind Evolution All Purpose Center	Donation of shirts for girls volleyball team
	Total donations	\$ 1,055.00	\$ 206.49		

SUBJECT: Tax Levy Adjustments for the Month of August 2021

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

The Hidalgo County Assessor & Collector has been collecting the District's taxes since December 1999. Both current and delinquent taxes are collected by Hidalgo County on our behalf.

ADMINISTRATIVE CONSIDERATIONS

Tax roll adjustments due to corrections, rollbacks, homesteads, dropped years, etc., resulted in a net decrease of \$17.24. Adjustments are reviewed and posted to the general ledger on a monthly basis. These modifications are included as part of the monthly tax report.

Collections totaled \$298,846.61. The monthly fee for this service is \$6,271.00.

Attached is the August 2021 Tax Collection Report

FUNDING SOURCE AND AMOUNT

Local Maintenance Levy Modification \$(14.78)
Debt Service Levy Modification \$(2.46)
Rollbacks \$0.00

RECOMMENDATION:

Informational Item

CONTACT PERSON (S)

Joel Garcia, Assistant Superintendent for Finance
Anna Zuniga, CPA Director of Finance
Rosalinda Rodriguez, Accountant

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MISSION C.I.S.D. TAXES COLLECTED FOR:
AUGUST 2021

COMPARATIVE RATE OF COLLECTIONS

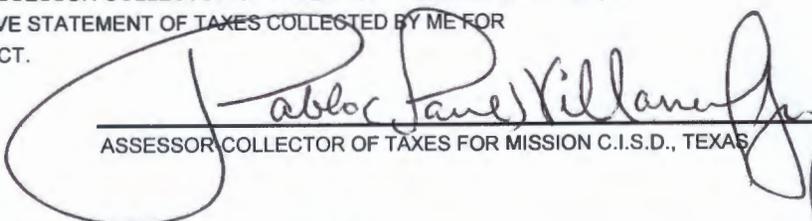
MISSION C.I.S.D. SMS - 48	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2021/2022	COLLECTED 2020/2021
2021 TAX ROLL	-	-	-	-	-	#DIV/0!	0.00%
2020 & PRIOR YRS	4,597,051.27	490,478.43	(26,936.59)	(198.51)	4,079,437.74	10.73%	9.71%
ROLLBACK	8,099.31	-	-	-	8,099.31	0.00%	0.00%
TOTALS	4,605,150.58	490,478.43	(26,936.59)	(198.51)	4,087,537.05		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2021

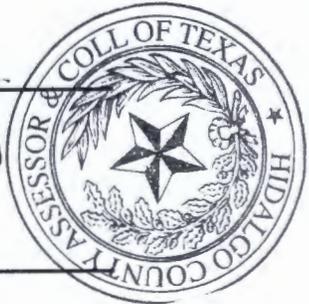
	MISSION C.I.S.D.	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	-	CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	210,915.21	(17.24) PRIOR
PRIOR YEARS-P&I	53,257.75	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	34,673.65	PURGED
TOTAL COLLECTIONS	298,846.61	(17.24)
LESS TRANSFERRED	216,224.57	
LESS IN TRANSIT	76,281.83	
LESS DUE TO HCAD COMM FEES	69.21	
LESS DUE TO CO TREASURER	6,271.00	
BALANCE	(0.00)	

*****AFFIDAVIT*****

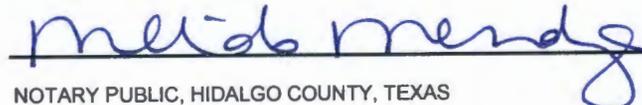
I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MISSION C.I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST IS CORRECT.



 ASSESSOR-COLLECTOR OF TAXES FOR MISSION C.I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2021 A.D.



 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**HIDALGO COUNTY TAX OFFICE
MISSION CISD**

MODIFICATIONS FOR THE MONTH OF AUGUST 2021

YR	RATE	M&O	%	ADJ	M&O	I&S	%	I&S
2021	0	0	#DIV/0!	-	#DIV/0!	-	#DIV/0!	#DIV/0!
2020	1.19930	1.02800	85.72%	(17.24)	(14.78)	0.1713	14.28%	(2.46)
2019	1.23955	1.06835	86.19%		0.00	0.1712	13.81%	0.00
2018	1.3398	1.1700	87.33%		0.00	0.1698	12.67%	0.00
2017	1.3502	1.1700	86.65%		0.00	0.1802	13.35%	0.00
2016	1.3582	1.1700	86.14%		0.00	0.1882	13.86%	0.00
2015	1.3672	1.1700	85.58%		0.00	0.1972	14.42%	0.00
2014	1.3300	1.1700	87.97%		0.00	0.1600	12.03%	0.00
2013	1.3000	1.1700	90.00%		0.00	0.1300	10.00%	0.00
2012	1.3000	1.1700	90.00%		0.00	0.1300	10.00%	0.00
2011	1.3000	1.1700	90.00%		0.00	0.1300	10.00%	0.00
2010	1.3000	1.0400	80.00%		0.00	0.2600	20.00%	0.00
2009	1.2800	1.0400	81.25%		0.00	0.2400	18.75%	0.00
2008	1.2400	1.0400	83.87%		0.00	0.2000	16.13%	0.00
2007	1.1800	1.0400	88.14%		0.00	0.1400	11.86%	0.00
2006	1.4574	1.3374	91.77%		0.00	0.1200	8.23%	0.00
2005	1.5632	1.4632	93.60%		0.00	0.1000	6.40%	0.00
2004	1.5691	1.4632	93.25%		0.00	0.1059	6.75%	0.00
2003	1.5841	1.4632	92.37%		0.00	0.1209	7.63%	0.00
2002	1.5841	1.4500	91.53%		0.00	0.1341	8.47%	0.00
2001	1.5341	1.4394	93.83%		0.00	0.0947	6.17%	0.00
2000	1.5341	1.4000	91.26%		0.00	0.1341	8.74%	0.00
1999	1.5050	1.4208	94.41%		0.00	0.0842	5.59%	0.00
TOTAL				(17.24)	(14.78)			(2.46)

	M&O	I&S
2020	-	-
2019 & PRIOR	(17.24)	(2.46)
TOTAL	(17.24)	(2.46)

ROLLBACK MODIFICATIONS FOR THE MONTH OF AUGUST 2021

YR	RATE	M&O	%	ADJ	M&O	I&S	%	I&S
2020	1.1993	1.0280	85.72%	-	0.00	0.1713	14.28%	0.00
2019	1.2396	1.0684	86.19%	-	0.00	0.1712	13.81%	0.00
2018	1.3398	1.1700	87.33%	-	0.00	0.1698	12.67%	0.00
2017	1.3502	1.1700	86.65%	-	0.00	0.1802	13.35%	0.00
TOTAL				0.00	0.00			0.00

	M&O	I&S
CURRENT	-	-
DELINQUENT	-	-
TOTAL	-	-

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2020	M & O	1.028000	125,082.21	.00	22,332.13	.00	147,414.34	24,277.16	.00	.00	171,691.50
	I & S	.171300	20,842.93	.00	3,721.21	.00	24,564.14	.00	.00	.00	24,564.14
	TOTAL	1.199300	145,925.14	.00	26,053.34	.00	171,978.48	24,277.16	.00	.00	196,255.64
2019	M & O	1.068350	26,021.88	.00	7,367.42	.00	33,389.30	5,208.35	.00	.00	38,597.65
	I & S	.171200	4,169.80	.00	1,180.51	.00	5,350.31	.00	.00	.00	5,350.31
	TOTAL	1.239550	30,191.68	.00	8,547.93	.00	38,739.61	5,208.35	.00	.00	43,947.96
2018	M & O	1.170000	11,625.73	.00	4,118.02	.00	15,743.75	1,954.07	.00	.00	17,697.82
	I & S	.169800	1,687.17	.00	597.66	.00	2,284.83	.00	.00	.00	2,284.83
	TOTAL	1.339800	13,312.90	.00	4,715.68	.00	18,028.58	1,954.07	.00	.00	19,982.65
2017	M & O	1.170000	7,206.34	.00	3,066.67	.00	10,273.01	1,048.48	.00	.00	11,321.49
	I & S	.180200	1,109.91	.00	472.31	.00	1,582.22	.00	.00	.00	1,582.22
	TOTAL	1.350200	8,316.25	.00	3,538.98	.00	11,855.23	1,048.48	.00	.00	12,903.71
2016	M & O	1.170000	4,811.85	.00	2,335.83	.00	7,147.68	506.35	.00	.00	7,654.03
	I & S	.188200	774.03	.00	375.71	.00	1,149.74	.00	.00	.00	1,149.74
	TOTAL	1.358200	5,585.88	.00	2,711.54	.00	8,297.42	506.35	.00	.00	8,803.77
2015	M & O	1.170000	1,907.67	.00	1,061.74	.00	2,969.41	332.50	.00	.00	3,301.91
	I & S	.197200	321.53	.00	178.94	.00	500.47	.00	.00	.00	500.47
	TOTAL	1.367200	2,229.20	.00	1,240.68	.00	3,469.88	332.50	.00	.00	3,802.38
2014	M & O	1.170000	1,175.97	.00	649.04	.00	1,825.01	130.35	.00	.00	1,955.36
	I & S	.160000	160.79	.00	88.75	.00	249.54	.00	.00	.00	249.54
	TOTAL	1.330000	1,336.76	.00	737.79	.00	2,074.55	130.35	.00	.00	2,204.90
2013	M & O	1.170000	871.53	.00	794.63	.00	1,666.16	226.11	.00	.00	1,892.27
	I & S	.130000	96.84	.00	88.29	.00	185.13	.00	.00	.00	185.13
	TOTAL	1.300000	968.37	.00	882.92	.00	1,851.29	226.11	.00	.00	2,077.40
2012	M & O	1.170000	487.95	.00	391.53	.00	879.48	57.39	.00	.00	936.87
	I & S	.130000	54.23	.00	43.50	.00	97.73	.00	.00	.00	97.73
	TOTAL	1.300000	542.18	.00	435.03	.00	977.21	57.39	.00	.00	1,034.60
2011	M & O	1.170000	428.43	.00	530.00	.00	958.43	153.39	.00	.00	1,111.82
	I & S	.130000	47.60	.00	58.89	.00	106.49	.00	.00	.00	106.49
	TOTAL	1.300000	476.03	.00	588.89	.00	1,064.92	153.39	.00	.00	1,218.31
2010	M & O	1.040000	329.75	.00	436.35	.00	766.10	132.68	.00	.00	898.78
	I & S	.260000	82.44	.00	109.08	.00	191.52	.00	.00	.00	191.52
	TOTAL	1.300000	412.19	.00	545.43	.00	957.62	132.68	.00	.00	1,090.30
2009	M & O	1.040000	13.35	.00	20.17	.00	33.52	6.19	.00	.00	39.71
	I & S	.240000	3.08	.00	4.65	.00	7.73	.00	.00	.00	7.73
	TOTAL	1.280000	16.43	.00	24.82	.00	41.25	6.19	.00	.00	47.44

09/02/2021 16:05:10 3819608
 TC298-D SELECTION: SYSTEM
 RECEIPT DATE: ALL
 LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 08/01/2021 THRU 08/31/2021
 JURISDICTION: 0048 MISSION CISD

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2007	M & O	1.040000	292.15	.00	358.55	.00	650.70	73.93	.00	.00	724.63
	I & S	.140000	39.33	.00	48.26	.00	87.59	.00	.00	.00	87.59
	TOTAL	1.180000	331.48	.00	406.81	.00	738.29	73.93	.00	.00	812.22
2005	M & O	1.463200	35.89	.00	40.78	.00	76.67	.00	.00	.00	76.67
	I & S	.100000	2.45	.00	2.79	.00	5.24	.00	.00	.00	5.24
	TOTAL	1.563200	38.34	.00	43.57	.00	81.91	.00	.00	.00	81.91
2004	M & O	1.463200	65.58	.00	93.77	.00	159.35	12.92	.00	.00	172.27
	I & S	.105900	4.75	.00	6.79	.00	11.54	.00	.00	.00	11.54
	TOTAL	1.569100	70.33	.00	100.56	.00	170.89	12.92	.00	.00	183.81
2003	M & O	1.463200	17.67	.00	27.55	.00	45.22	4.44	.00	.00	49.66
	I & S	.120900	1.46	.00	2.27	.00	3.73	.00	.00	.00	3.73
	TOTAL	1.584100	19.13	.00	29.82	.00	48.95	4.44	.00	.00	53.39
2002	M & O	1.450000	884.79	.00	2,036.48	.00	2,921.27	468.36	.00	.00	3,389.63
	I & S	.134100	81.84	.00	188.34	.00	270.18	.00	.00	.00	270.18
	TOTAL	1.584100	966.63	.00	2,224.82	.00	3,191.45	468.36	.00	.00	3,659.81
2001	M & O	1.439400	90.52	.00	223.60	.00	314.12	50.22	.00	.00	364.34
	I & S	.094700	5.96	.00	14.71	.00	20.67	.00	.00	.00	20.67
	TOTAL	1.534100	96.48	.00	238.31	.00	334.79	50.22	.00	.00	385.01
2000	M & O	1.400000	23.89	.00	61.88	.00	85.77	14.10	.00	.00	99.87
	I & S	.134100	2.29	.00	5.93	.00	8.22	.00	.00	.00	8.22
	TOTAL	1.534100	26.18	.00	67.81	.00	93.99	14.10	.00	.00	108.09
1996	M & O	1.248600	46.02	.00	105.57	.00	151.59	16.66	.00	.00	168.25
	I & S	.206400	7.61	.00	17.45	.00	25.06	.00	.00	.00	25.06
	TOTAL	1.455000	53.63	.00	123.02	.00	176.65	16.66	.00	.00	193.31
ALL	M & O		181,419.17	.00	46,051.71	.00	227,470.88	34,673.65	.00	.00	262,144.53
ALL	I & S		29,496.04	.00	7,206.04	.00	36,702.08	.00	.00	.00	36,702.08
ALL	TOTAL		210,915.21	.00	53,257.75	.00	264,172.96	34,673.65	.00	.00	298,846.61
DLQ	M & O		56,336.96	.00	23,719.58	.00	80,056.54	10,396.49	.00	.00	90,453.03
DLQ	I & S		8,653.11	.00	3,484.83	.00	12,137.94	.00	.00	.00	12,137.94
DLQ	TOTAL		64,990.07	.00	27,204.41	.00	92,194.48	10,396.49	.00	.00	102,590.97
CURR	M & O		125,082.21	.00	22,332.13	.00	147,414.34	24,277.16	.00	.00	171,691.50
CURR	I & S		20,842.93	.00	3,721.21	.00	24,564.14	.00	.00	.00	24,564.14
CURR	TOTAL		145,925.14	.00	26,053.34	.00	171,978.48	24,277.16	.00	.00	196,255.64

SUBJECT: Disbursements for the Month of August 2021

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION:

The District’s disbursements list all of the checks and other payments made during the reporting month. The check registers, wire transfers, and automated clearing house (ACH) transactions are available for inspection at the office of the Assistant Superintendent for Finance.

Monthly disbursement reports are prepared throughout the year by administration for information purposes only.

ADMINISTRATIVE CONSIDERATIONS:

The District’s total disbursements for the Month of August totaled \$15,054,501.47 as follows:

Disbursement Type	Amount
Accounts Payable Vendor Checks	\$ 1,889,054.79
District Purchasing Cards	\$ 479,675.15
ACH	\$ 3,369,323.37
Wire Transfers	\$ 2,314,898.39
Payroll	\$ 7,001,549.77
TOTAL	\$ 15,054,501.47

FUNDING SOURCE AND AMOUNT:

N/A

RECOMMENDATION:

Information Item.

CONTACT PERSON (S):

Joel Garcia, Assistant Superintendent for Finance
Anna Zuniga, CPA, Director for Finance
Odon Garcia Jr, Accountant

SUBJECT: Financial Report for the Months of July and August 2021

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

As per Board Policy CFA (LEGAL), The Board shall prepare an annual financial statement that shows the following for each fund subject to its authority during the fiscal year:

1. The total receipts of the fund, itemized by the source of revenue, including taxes, assessments, service charges, grants of state money, gifts, or other general sources from which funds are derived.
2. The total disbursements of the fund, itemized by the nature of the expenditure.
3. The balance in the fund at the close of the fiscal year.

Monthly financial reports are prepared throughout the year by Administration for information purposes only.

ADMINISTRATIVE CONSIDERATIONS

The General Fund Financial reports compare the budgeted revenues and expenditures.

Actual revenues for July and August 2021 totaled \$4,797,574 and actual expenditures totaled \$5,880,985. The excess total expenditures and other uses over revenues is \$1,083,411.

These numbers do not include outstanding encumbrances for payroll and supplies. Budget by function is sufficient to meet expenditures.

The Debt Fund financial report is also attached.

FUNDING SOURCE AND AMOUNT

Not applicable.

RECOMMENDATION

Information item only.

CONTACT PERSON(S)

Joel Garcia, Assistant Superintendent for Finance
Anna Zuniga, CPA Director for Finance

Mission Consolidated Independent School District

General Fund

July 31, 2021

		Budget	Actual	Difference	%
Revenues					
5700	Local and Intermediate Sources	\$ 27,728,439	\$365,917	\$ (27,362,522)	1.32%
5800	State Program Revenues	130,446,452	\$612,593	(129,833,859)	0.47%
5900	Federal Program Revenues	22,687,952	\$536,709	(22,151,243)	2.37%
	Total Revenues	\$ 180,862,843	\$ 1,515,219	\$ (179,347,624)	
Expenditures					
11	Instruction	\$ 94,536,863	(\$5,285,461)	\$ 99,822,324	-5.59%
12	Instrucional Resources & Media Services	2,516,394	(\$110,083)	2,626,477	-4.37%
13	Curriculum and Personnel Development	2,259,403	\$260,436	1,998,967	11.53%
21	Instructional Administration	2,830,507	\$174,925	2,655,582	6.18%
23	School Administration	9,697,732	\$58,260	9,639,472	0.60%
31	Guidance and Counseling Services	6,193,964	(\$215,538)	6,409,502	-3.48%
32	Attendance and Social Work Services	587,220	\$25,601	561,619	4.36%
33	Health Services	1,973,169	(\$103,724)	2,076,893	-5.26%
34	Pupil Transportation	4,981,181	\$119,521	4,861,660	2.40%
35	Food Services	14,180,432	\$449,303	13,731,129	3.17%
36	Co-Curricular Activities	7,462,025	(\$46,314)	7,508,339	-0.62%
41	General Administration	5,885,116	\$345,748	5,539,368	5.87%
51	Plant Maintenance and Operations	19,614,781	\$822,559	18,792,222	4.19%
52	Security and Monitoring	3,523,437	\$1,392	3,522,045	0.04%
53	Data Processing Services	3,096,536	\$122,567	2,973,969	3.96%
61	Community Services	399,873	\$6,931	392,942	1.73%
71	Debt Service	1,036,320	\$0	1,036,320	0.00%
81	Facilities Acquisition and Construction	450,065	\$0	450,065	0.00%
95	Juvenile Justice Alt. Education	20,000	\$0	20,000	0.00%
99	Other Intergovernmental Charges	296,080	\$72,925	223,155	0.00%
	Total Expenditures	\$ 181,541,098	(\$3,300,954)	\$ 184,842,052	0
1100	Excess (Deficiency)	\$ (678,255)	\$4,816,173	\$ 5,494,428	
Non-Operating Revenue					
7912	Sale of Real or Personal Property	\$ 132,680	\$ -	\$ (132,680)	0.00%
7915	Operating Transfers In	16,480,615	\$ -	(16,480,615)	0.00%
	Total Non-Operating Revenue	\$ 16,613,295	\$ -	\$ (16,613,295)	
Non-Operating Expenses					
8911	Other Uses	\$ (16,613,295)	\$ -	\$ (16,613,295)	0.00%
	Total Non-Operating Expenses	\$ (16,613,295)	\$ -	\$ (16,613,295)	
1200	Excess (Deficiency)	\$ (678,255)	\$ 4,816,173	\$ (27,732,162)	
0100	Fund Balance - Beginning Un-Audited	\$ 78,831,059	\$ 78,831,059	\$ -	
3000	Fund Balance - Ending Un-Audited	\$ 78,152,804	\$ 83,647,232	\$ (27,732,162)	

Mission Consolidated Independent School District

General Fund

August 31, 2021

		Budget	Actual	Difference	%
Revenues					
5700	Local and Intermediate Sources	\$ 27,728,439	\$698,160	\$ (27,030,279)	2.52%
5800	State Program Revenues	130,446,452	\$1,821,990	(128,624,462)	1.40%
5900	Federal Program Revenues	22,687,952	\$762,205	(21,925,747)	3.36%
	Total Revenues	\$ 180,862,843	\$ 3,282,355	\$ (177,580,488)	
Expenditures					
11	Instruction	\$ 73,768,666	\$1,494,553	\$ 72,274,113	2.03%
12	Instrucional Resources & Media Services	2,516,394	\$43,679	2,472,715	1.74%
13	Curriculum and Personnel Development	2,257,593	\$448,225	1,809,368	19.85%
21	Instructional Administration	2,863,013	\$409,140	2,453,873	14.29%
23	School Administration	9,696,982	\$824,937	8,872,045	8.51%
31	Guidance and Counseling Services	6,193,314	\$260,658	5,932,656	4.21%
32	Attendance and Social Work Services	587,220	\$70,496	516,724	12.01%
33	Health Services	1,973,169	\$23,767	1,949,402	1.20%
34	Pupil Transportation	6,481,181	\$328,807	6,152,374	5.07%
35	Food Services	14,271,518	\$1,328,363	12,943,155	9.31%
36	Co-Curricular Activities	8,600,025	\$548,259	8,051,766	6.38%
41	General Administration	5,879,116	\$821,368	5,057,748	13.97%
51	Plant Maintenance and Operations	33,663,296	\$1,814,473	31,848,823	5.39%
52	Security and Monitoring	3,523,407	\$139,917	3,383,490	3.97%
53	Data Processing Services	3,402,876	\$305,137	3,097,739	8.97%
61	Community Services	399,873	\$14,076	385,797	3.52%
71	Debt Service	1,036,320	\$233,159	803,161	22.50%
81	Facilities Acquisition and Construction	8,469,628	\$0	8,469,628	0.00%
95	Juvenile Justice Alt. Education	20,000	\$0	20,000	0.00%
99	Other Intergovernmental Charges	296,080	\$72,925	223,155	0.00%
	Total Expenditures	\$ 185,899,671	\$9,181,939	\$ 176,717,732	0
1100	Excess (Deficiency)	\$ (5,036,828)	(\$5,899,584)	\$ (862,756)	
Non-Operating Revenue					
7912	Sale of Real or Personal Property	\$ 132,680	\$ -	\$ (132,680)	0.00%
7915	Operating Transfers In	16,480,615	\$ -	(16,480,615)	0.00%
	Total Non-Operating Revenue	\$ 16,613,295	\$ -	\$ (16,613,295)	
Non-Operating Expenses					
8911	Other Uses	\$ (16,613,295)	\$ -	\$ (16,613,295)	0.00%
	Total Non-Operating Expenses	\$ (16,613,295)	\$ -	\$ (16,613,295)	
1200	Excess (Deficiency)	\$ (5,036,828)	\$ (5,899,584)	\$ (34,089,346)	
0100	Fund Balance - Beginning Un-Audited	\$ 78,831,059	\$ 78,831,059	\$ -	
3000	Fund Balance - Ending Un-Audited	\$ 73,794,231	\$ 5,880,985	\$ (34,089,346)	

Mission Consolidated Independent School District

July 31, 2021

DEBT SERVICE FUND 599

		Budget	Actual	Difference	%
Revenues					
5700	Local and Intermediate Sources	\$ 4,182,889	\$ 49,790	\$ (4,133,099)	1.19%
5800	State Program Revenues	4,274,159	-	(4,274,159)	0.00%
	Total Revenues	\$ 8,457,048	\$ 49,790	\$ (8,407,258)	
Expenditures					
71	Debt Services	\$ 8,457,048	\$ -	\$ 8,457,048	0.00%
	Total Expenditures	\$ 8,457,048	\$ -	\$ 8,457,048	
1100	Excess (Deficiency)	\$ -	\$ 49,790	\$ 49,790	
Non-Operating Revenue					
7900	Operating Transfers In	\$0	\$0	\$0	0.00%
Non-Operating Expenses					
8900	Operating Transfers Out	\$ -	\$ -	\$ -	0.00%
1200	Excess (Deficiency)	\$ -	\$ 49,790	\$ 49,790	
0100	Fund Balance - Beginning Un-Audited	\$ 4,706,985	\$ 4,706,985	\$ -	
3000	Fund Balance - Ending Un-Audited	\$ 4,706,985	\$ 4,756,775	\$ 49,790	

Mission Consolidated Independent School District

August 31, 2021

DEBT SERVICE FUND 599

		Budget	Actual	Difference	%
Revenues					
5700	Local and Intermediate Sources	\$ 4,182,889	\$ 88,043	\$ (4,094,846)	2.10%
5800	State Program Revenues	4,274,159	-	(4,274,159)	0.00%
	Total Revenues	\$ 8,457,048	\$ 88,043	\$ (8,369,005)	
Expenditures					
71	Debt Services	\$ 8,457,048	\$ 1,788,524	\$ 6,668,525	21.15%
	Total Expenditures	\$ 8,457,048	\$ 1,788,524	\$ 6,668,525	
1100	Excess (Deficiency)	\$ -	\$ (1,700,480)	\$ (1,700,480)	
Non-Operating Revenue					
7900	Operating Transfers In	\$0	\$0	\$0	0.00%
Non-Operating Expenses					
8900	Operating Transfers Out	\$ -	\$ -	\$ -	0.00%
1200	Excess (Deficiency)	\$ -	\$ (1,700,480)	\$ (1,700,480)	
0100	Fund Balance - Beginning Un-Audited	\$ 4,706,985	\$ 4,706,985	\$ -	
3000	Fund Balance - Ending Un-Audited	\$ 4,706,985	\$ 3,006,505	\$ (1,700,480)	

SUBJECT: Financial Report for Self-Funded Group Health Insurance for the Month of July 2021

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

Mission CISD offers a self-funded group health insurance plan to its employees administered by Blue Cross Blue Shield of Texas. District employees have the option to elect health insurance coverages from three plans (High Deductible, Base, and High Plan).

As a self-funded group health insurance plan, Mission CISD assumes the financial risk for providing health care benefits to its employees and their dependents. In practical terms, Mission CISD pays for each out of pocket claim as they are incurred instead of paying a fixed premium to an insurance carrier. Mission CISD has set up the Health Insurance Fund to account for premiums funded by the District and its employees and to pay incurred claims and administrative costs.

ADMINISTRATIVE CONSIDERATIONS

Actual revenues for July 2021 totaled \$1,227,743.92 and actual expenditures totaled \$1,133,760.61. The excess revenues over expenses was \$93,983.31. The total net position as of July totaled \$93,983.

The Self-Funded Group Health Insurance Financial Report is also attached.

FUNDING SOURCE AND AMOUNT

Not applicable.

RECOMMENDATION

Information item only.

CONTACT PERSON(S)

Joel Garcia, Assistant Superintendent for Finance
Anna Zuniga, CPA Director for Finance
Sylvia Cruz, Director for Payroll, Employee Benefits & Risk Management



Mission

**Consolidated Independent
School District**

Self-Funded Group Health Plan

July 2021

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Self Funded Health Insurance Fund

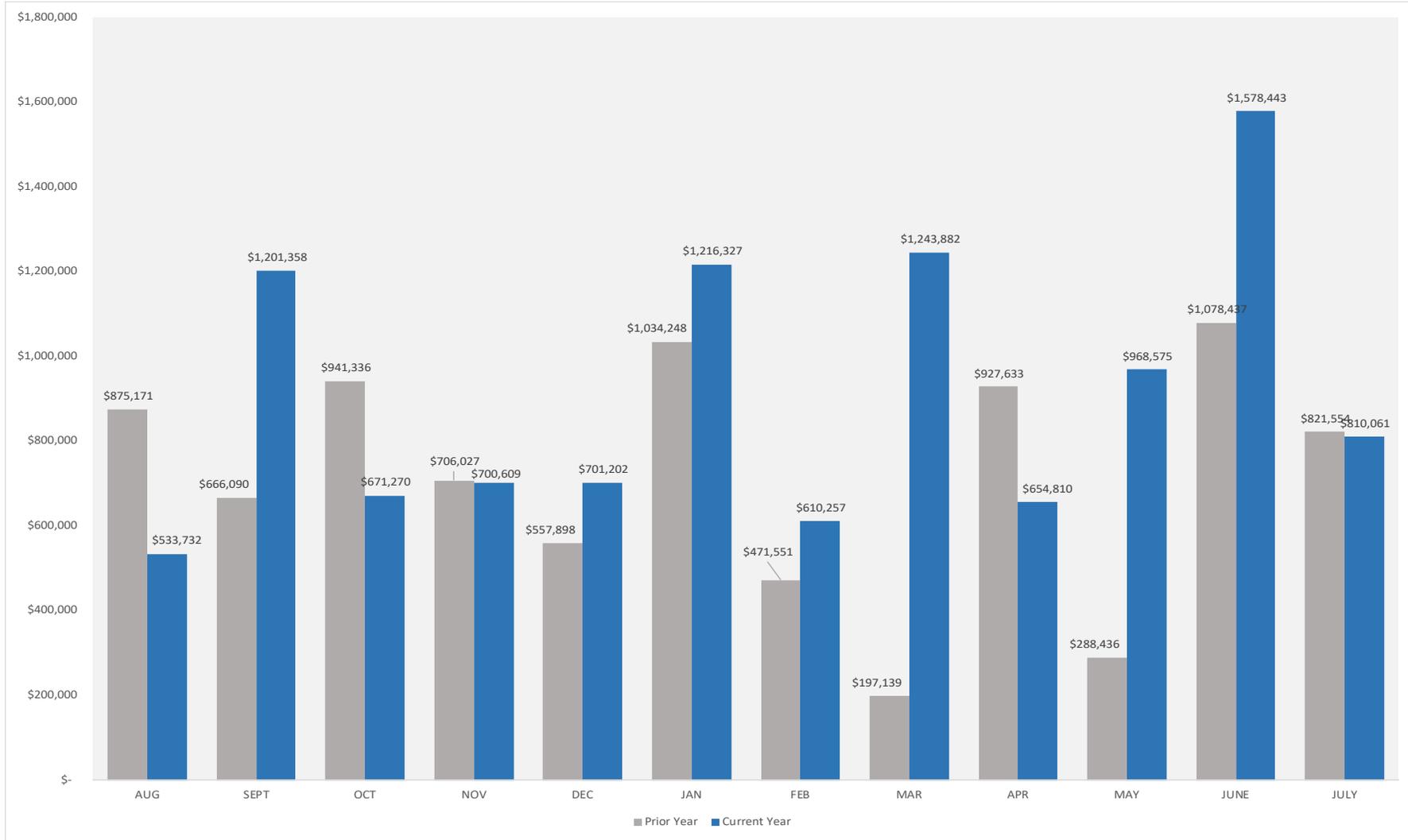
Statement of Revenues, Expenses and Changes in Net Position for 1 month ending July 2021

Operating Revenues	Actual	%
<i>Premiums:</i>		
Medical - Employee	\$ 236,174.85	19.24%
Medical - Employer	\$ 991,569.07	80.76%
Administrative Fees-Refunds	\$ -	0.00%
Claim Credits	\$ -	0.00%
Pharmacy Credits/Rebates	\$ -	0.00%
Stop Loss Insurance	\$ -	0.46%
Cobra	\$ -	0.00%
Non - Operating Revenues		
Interest Revenue	\$ -	0.00%
Total Revenues	\$ 1,227,743.92	100%
Operating Expenses		
<i>Claims:</i>		
Medical	\$ 810,061.46	71.45%
Pharmacy - RX	\$ 253,217.83	22.33%
<i>Administrative Fees:</i>		
Medical	\$ -	0.00%
Aggregate Stop Loss	\$ 8,759.59	0.77%
Specific Stop Loss	\$ 61,721.73	5.44%
Independent External Review Fees	\$ -	0.00%
Vendor Fees	\$ -	0.00%
PCORI Fees	\$ -	0.00%
Consulting Fees	\$ -	0.00%
Non-Operating Expenses		
Other Expenses	\$ -	0.00%
Total Expenses	\$ 1,133,760.61	100.00%
Operating Income (Loss)		
	\$ 93,983.31	
Income (Loss) Before Contributions & Transfers		
	\$ 93,983.31	
Contributions & Transfers		
Transfers In	\$ -	
Change in Net Position	\$ 93,983.31	
Total Net Position - Beginning Unaudited	\$ -	
Total Net Position - Ending Unaudited	\$ 93,983.31	



Medical Claims Expense Overview

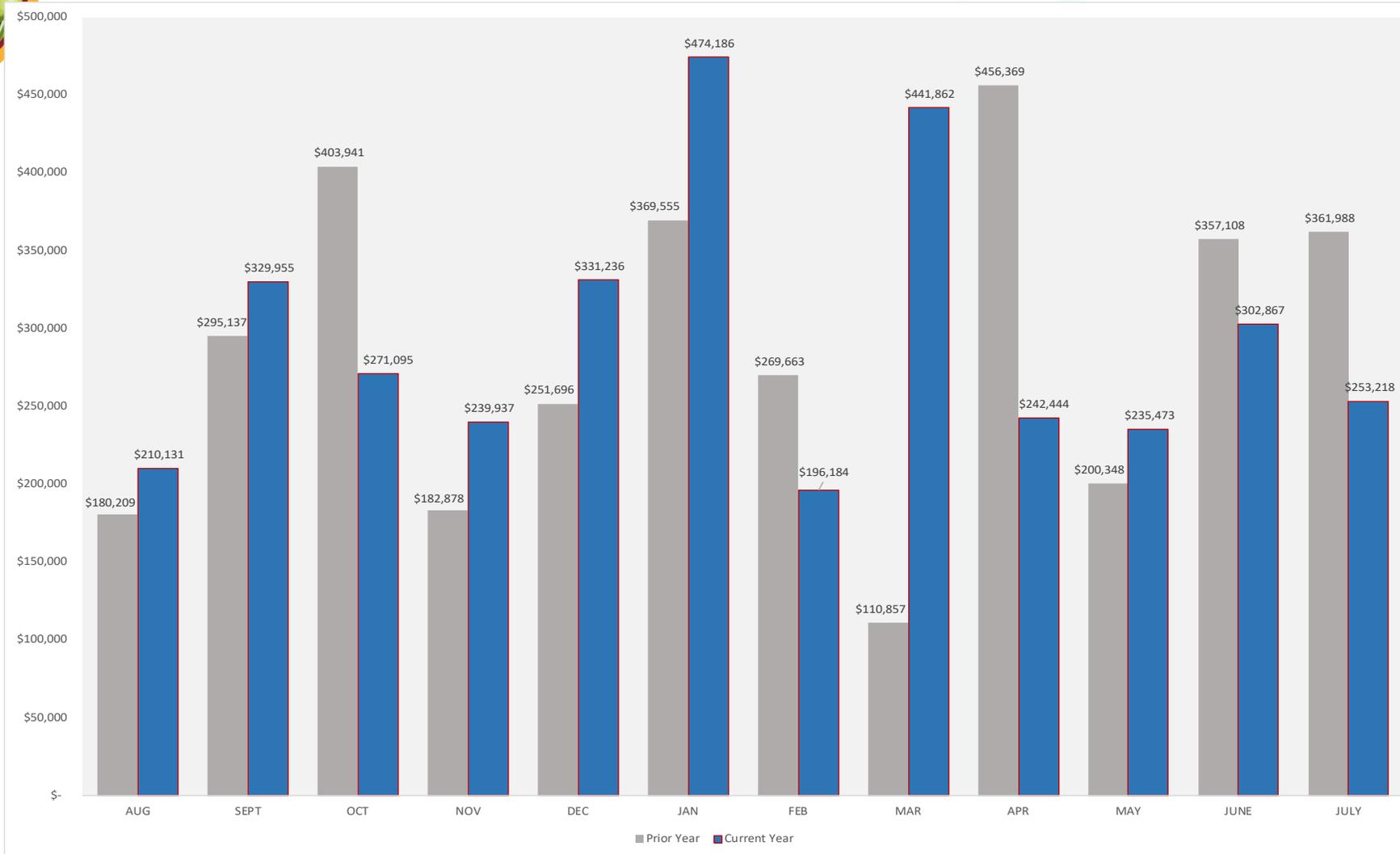
12 Month Trend – July 2021





Pharmacy Claims Expense Overview

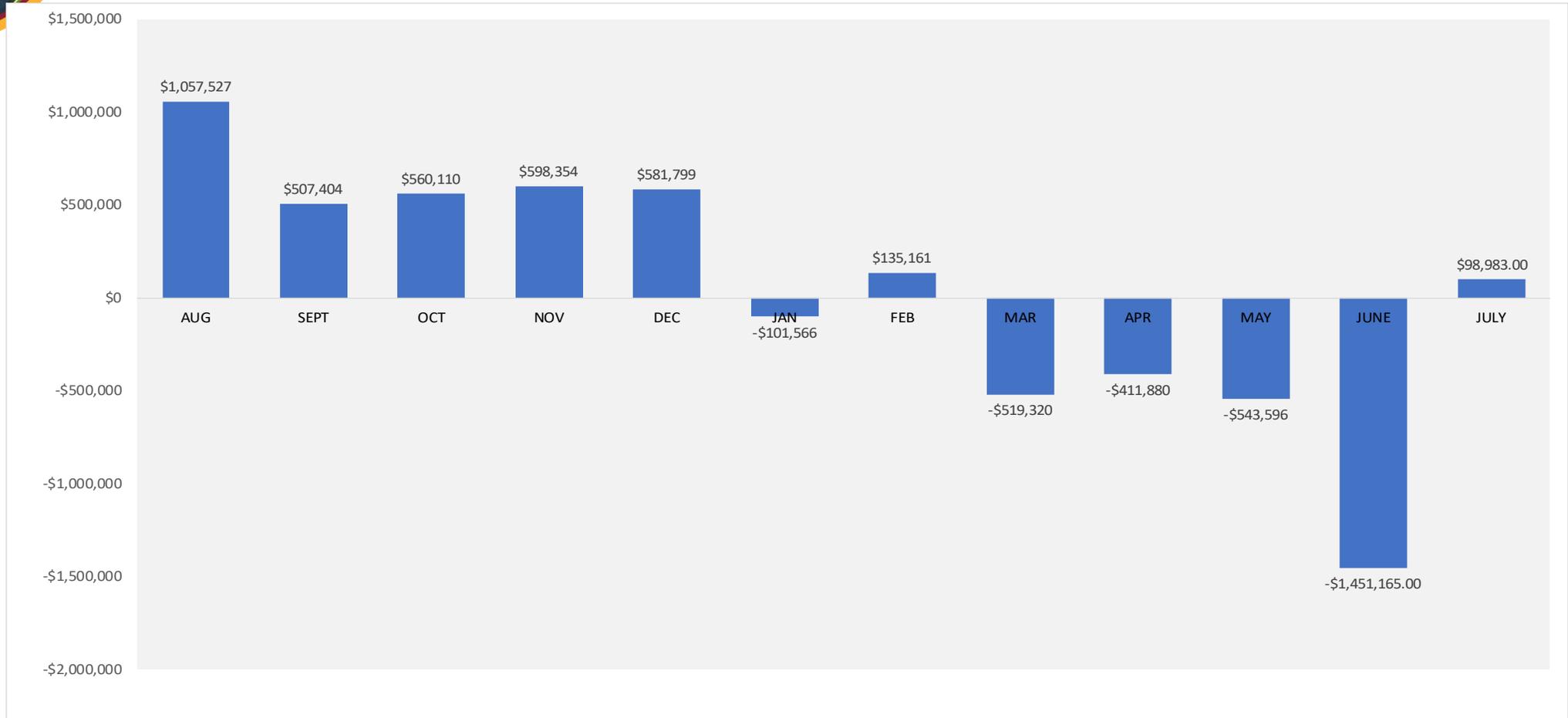
12 Month Trend – July 2021





Net Position Overview

12 month Trend - July 2021



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SUBJECT: Financial Report for Self-Funded Group Health Insurance for the Month of June 2021

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

Mission CISD offers a self-funded group health insurance plan to its employees administered by Blue Cross Blue Shield of Texas. District employees have the option to elect health insurance coverages from three plans (High Deductible, Base, and High Plan).

As a self-funded group health insurance plan, Mission CISD assumes the financial risk for providing health care benefits to its employees and their dependents. In practical terms, Mission CISD pays for each out of pocket claim as they are incurred instead of paying a fixed premium to an insurance carrier. Mission CISD has set up the Health Insurance Fund to account for premiums funded by the District and its employees and to pay incurred claims and administrative costs.

ADMINISTRATIVE CONSIDERATIONS

Actual revenues for June 2021 totaled \$13,253,867.69 and actual expenditures totaled \$15,661,282.46. The excess revenues over expenses was (\$2,407,414.77). The total net position as of June totaled (\$1,451,164.77).

The increase in medical claims is attributed to COVID 19 claims and 11 large claims ranging from \$136,033.18 to \$486,563.77. As previously discussed on the June 23, 2021 Special Board Meeting the Insurance Consultant provided a Health Insurance Utilization update indicated that claims had increased by 22% from prior year. He shared that Mission CISD had paid \$924,596.27 in COVID 19 treatment claims and 11 large claims totaling \$2,499,444.89.

The Self-Funded Group Health Insurance Financial Report is also attached.

FUNDING SOURCE AND AMOUNT

Not applicable.

RECOMMENDATION

Information item only.

CONTACT PERSON(S)

Joel Garcia, Assistant Superintendent for Finance
Anna Zuniga, CPA Director for Finance
Sylvia Cruz, Director for Payroll, Employee Benefits & Risk Management



Mission

**Consolidated Independent
School District**

Self-Funded Group Health Plan

June 2021

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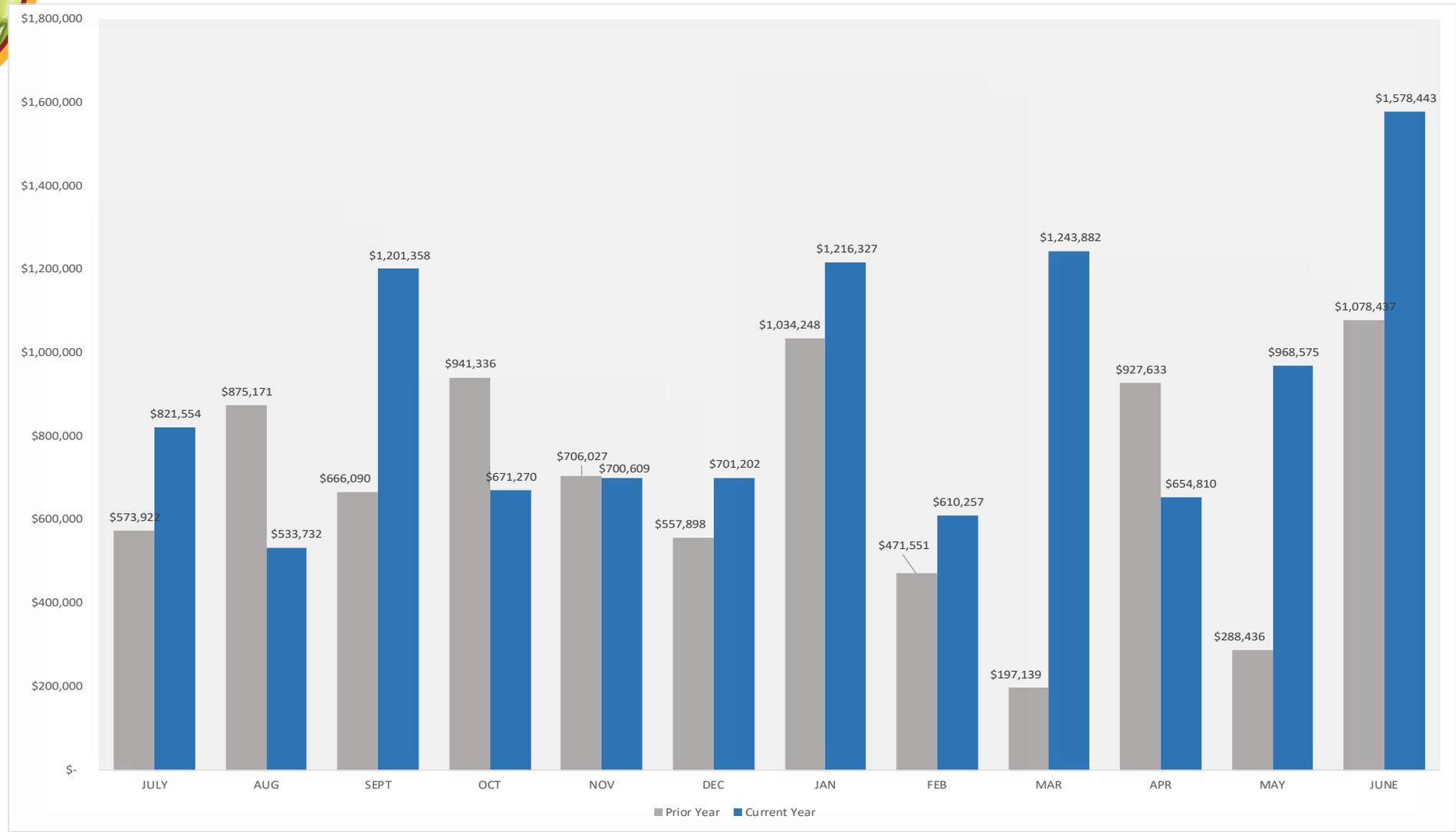
Self Funded Health Insurance Fund

Statement of Revenues, Expenses and Changes in Net Position for 12 months ending June 2021

Operating Revenues	Actual	%
<i>Premiums:</i>		
Medical - Employee	\$ 3,021,803.84	22.80%
Medical - Employer	\$ 10,133,246.54	76.46%
Administrative Fees-Refunds	\$ 1,440.00	0.01%
Claim Credits	\$ 519.07	0.00%
Pharmacy Credits/Rebates	\$ 65.59	0.00%
Stop Loss Insurance	\$ 90,548.30	0.46%
Cobra	\$ 5,604.94	0.04%
Non - Operating Revenues		
Interest Revenue	\$ 639.41	0.00%
Total Revenues	\$ 13,253,867.69	100%
Operating Expenses		
<i>Claims:</i>		
Medical	\$ 10,902,020.13	69.61%
Pharmacy - RX	\$ 3,637,356.98	23.23%
<i>Administrative Fees:</i>		
Medical	\$ 183,771.48	1.17%
Aggregate Stop Loss	\$ 108,963.14	0.70%
Specific Stop Loss	\$ 746,412.79	4.77%
Independent External Review Fees	\$ 700.00	0.00%
Vendor Fees	\$ 18,042.27	0.12%
PCORI Fees	\$ 9,020.67	0.06%
Consulting Fees	\$ 45,000.00	0.29%
Non-Operating Expenses		
Other Expenses	\$ 9,995.00	0.06%
Total Expenses	\$ 15,661,282.46	100.00%
Operating Income (Loss)		
	\$ (2,407,414.77)	
Income (Loss) Before Contributions & Transfers		
	\$ (2,407,414.77)	
Contributions & Transfers		
Transfers In	\$ -	
Change in Net Position	\$ (2,407,414.77)	
Total Net Position - Beginning Audited	\$ 956,250.00	
Total Net Position - Ending Unaudited	\$ (1,451,164.77)	



Medical Claims Expense Overview 12 Month Trend – June 2021

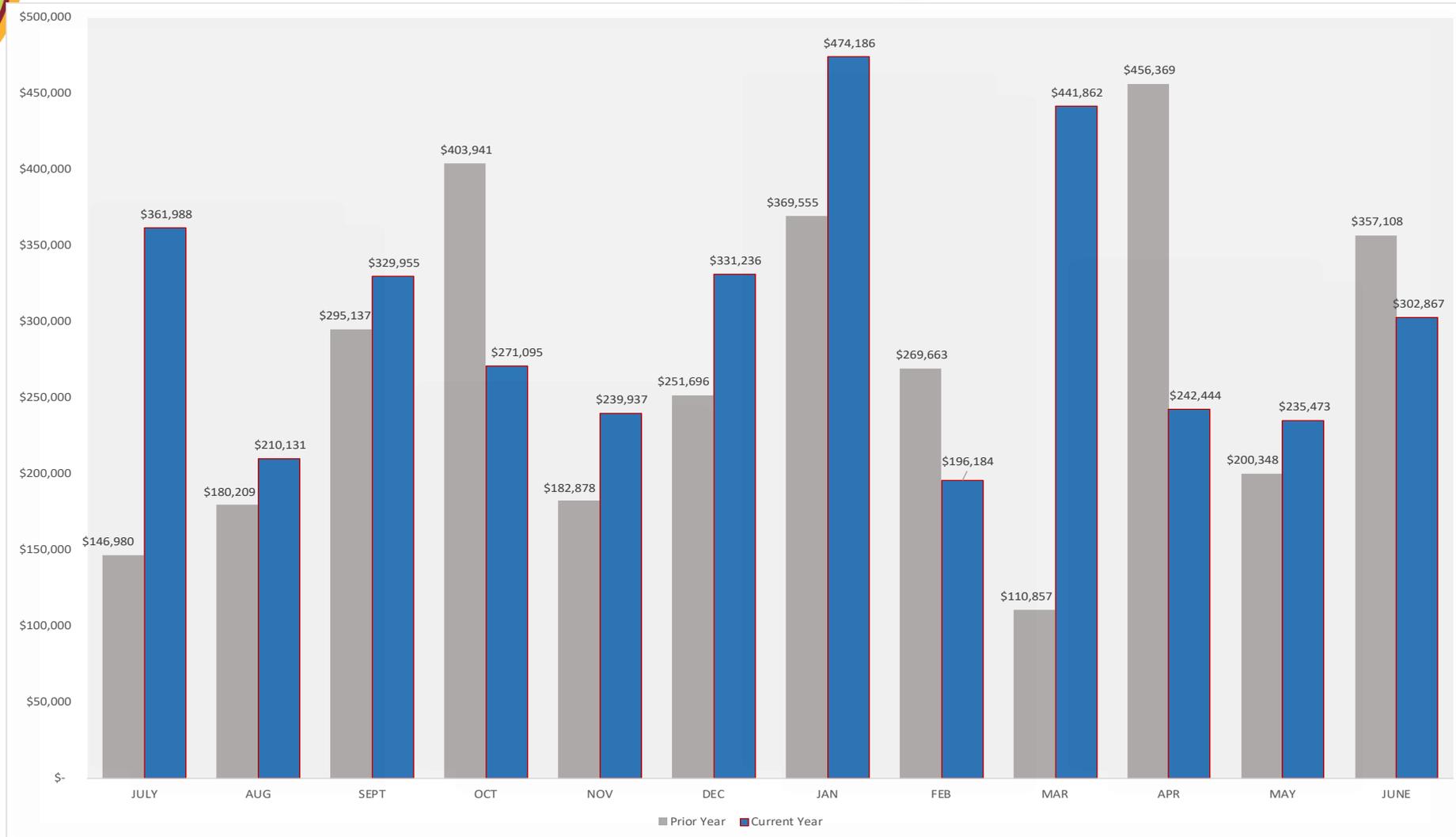


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Pharmacy Claims Expense Overview

12 Month Trend – June 2021

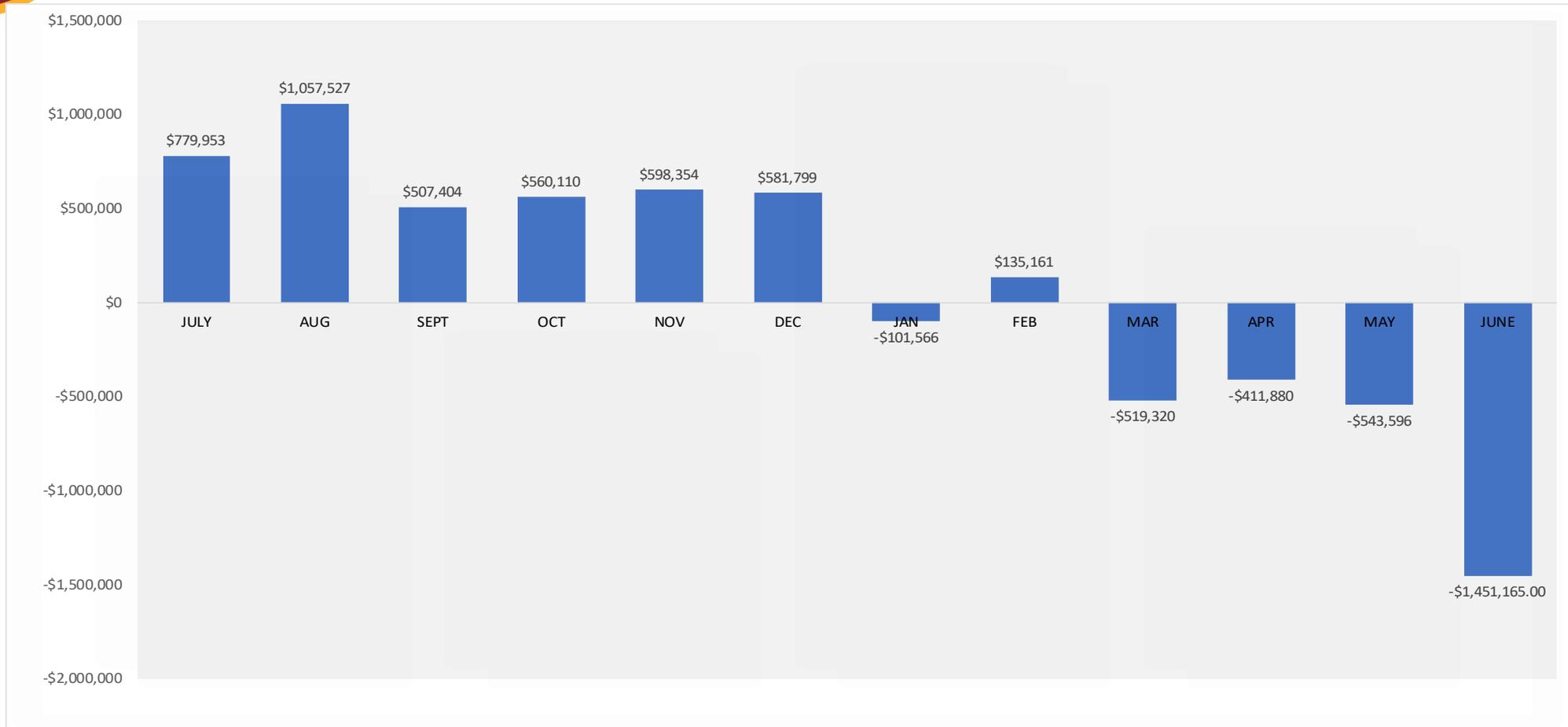


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Net Position Overview

12 month Trend - June 2021



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SUBJECT: Financial Report for Self-Funded Group Health Insurance for the Month of August 2021

PRESENTER: Joel Garcia, Assistant Superintendent for Finance

BACKGROUND INFORMATION

Mission CISD offers a self-funded group health insurance plan to its employees administered by Blue Cross Blue Shield of Texas. District employees have the option to elect health insurance coverages from three plans (High Deductible, Base, and High Plan).

As a self-funded group health insurance plan, Mission CISD assumes the financial risk for providing health care benefits to its employees and their dependents. In practical terms, Mission CISD pays for each out of pocket claim as they are incurred instead of paying a fixed premium to an insurance carrier. Mission CISD has set up the Health Insurance Fund to account for premiums funded by the District and its employees and to pay incurred claims and administrative costs.

ADMINISTRATIVE CONSIDERATIONS

Actual revenues for August 2021 totaled \$2,378,499.52 and actual expenditures totaled \$2,694,964.27. The excess revenues over expenses was (\$316,464.75). The total net position as of August totaled (\$316,464.75).

The Self-Funded Group Health Insurance Financial Report is also attached.

FUNDING SOURCE AND AMOUNT

Not applicable.

RECOMMENDATION

Information item only.

CONTACT PERSON(S)

Joel Garcia, Assistant Superintendent for Finance
Anna Zuniga, CPA Director for Finance
Sylvia Cruz, Director for Payroll, Employee Benefits & Risk Management



Mission

**Consolidated Independent
School District**

Self-Funded Group Health Plan

August 2021

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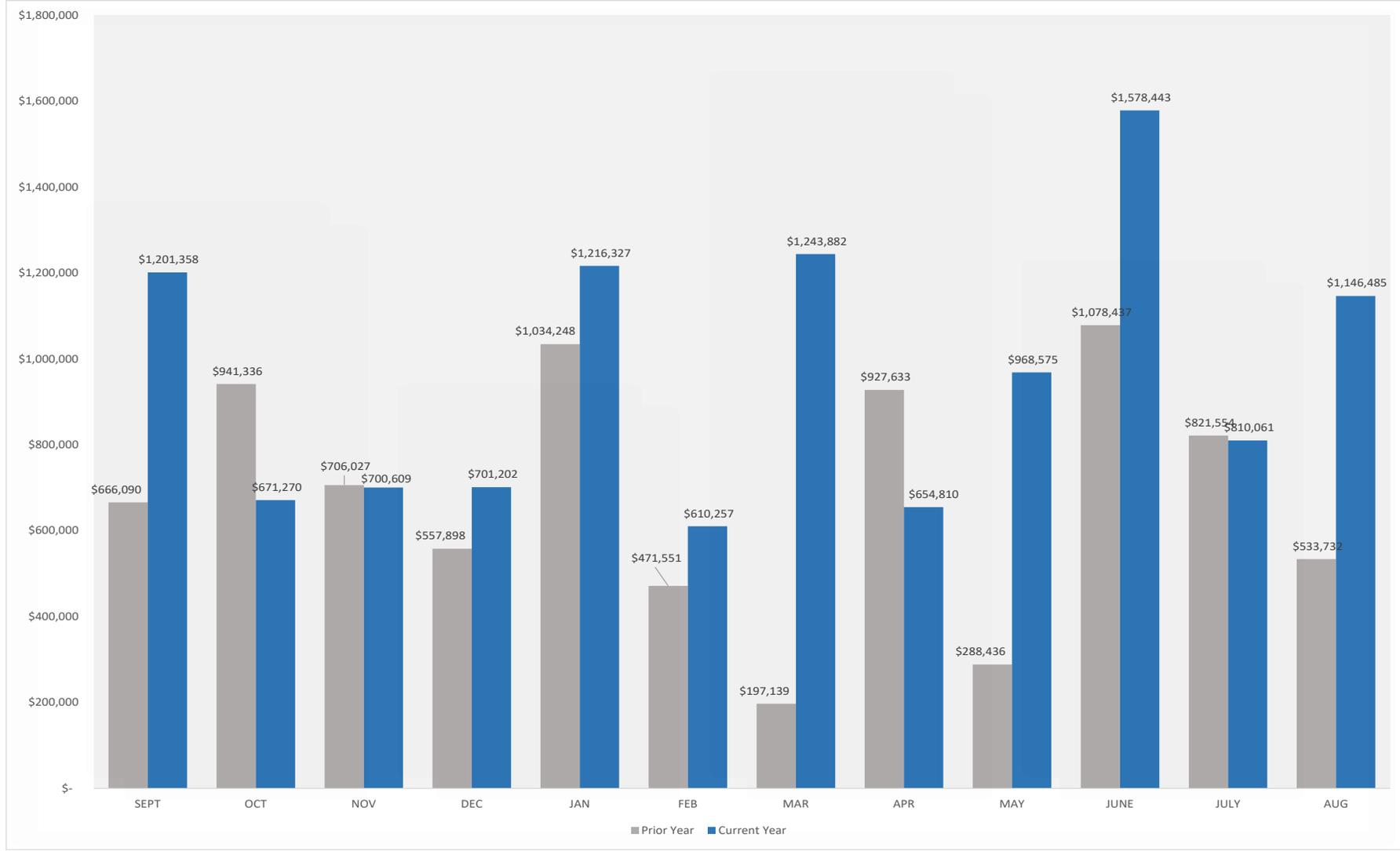
Self Funded Health Insurance Fund

Statement of Revenues, Expenses and Changes in Net Position for 2 months ending August 2021

Operating Revenues	Actual	%
<i>Premiums:</i>		
Medical - Employee	\$ 467,398.00	19.65%
Medical - Employer	\$ 1,870,011.06	78.62%
Administrative Fees-Refunds	\$ -	0.00%
Claim Credits	\$ -	0.00%
Pharmacy Credits/Rebates	\$ -	0.00%
Stop Loss Insurance	\$ 41,090.46	0.46%
Cobra	\$ -	0.00%
Non - Operating Revenues		
Interest Revenue	\$ -	0.00%
Total Revenues	\$ 2,378,499.52	99%
Operating Expenses		
<i>Claims:</i>		
Medical	\$ 1,956,546.80	72.60%
Pharmacy - RX	\$ 580,571.64	21.54%
<i>Administrative Fees:</i>		
Medical	\$ 10,107.90	0.38%
Aggregate Stop Loss	\$ 17,601.45	0.65%
Specific Stop Loss	\$ 124,023.15	4.60%
Independent External Review Fees	\$ -	0.00%
Vendor Fees	\$ 1,613.33	0.06%
PCORI Fees	\$ -	0.00%
Consulting Fees	\$ 4,500.00	0.17%
Non-Operating Expenses		
Other Expenses	\$ -	0.00%
Total Expenses	\$ 2,694,964.27	100.00%
Operating Income (Loss)		
	\$ (316,464.75)	
Income (Loss) Before Contributions & Transfers		
	\$ (316,464.75)	
Contributions & Transfers		
Transfers In	\$ -	
Change in Net Position	\$ (316,464.75)	
Total Net Position - Beginning Unaudited		
	\$ -	
Total Net Position - Ending Unaudited		
	\$ (316,464.75)	



Medical Claims Expense Overview 12 Month Trend – August 2021

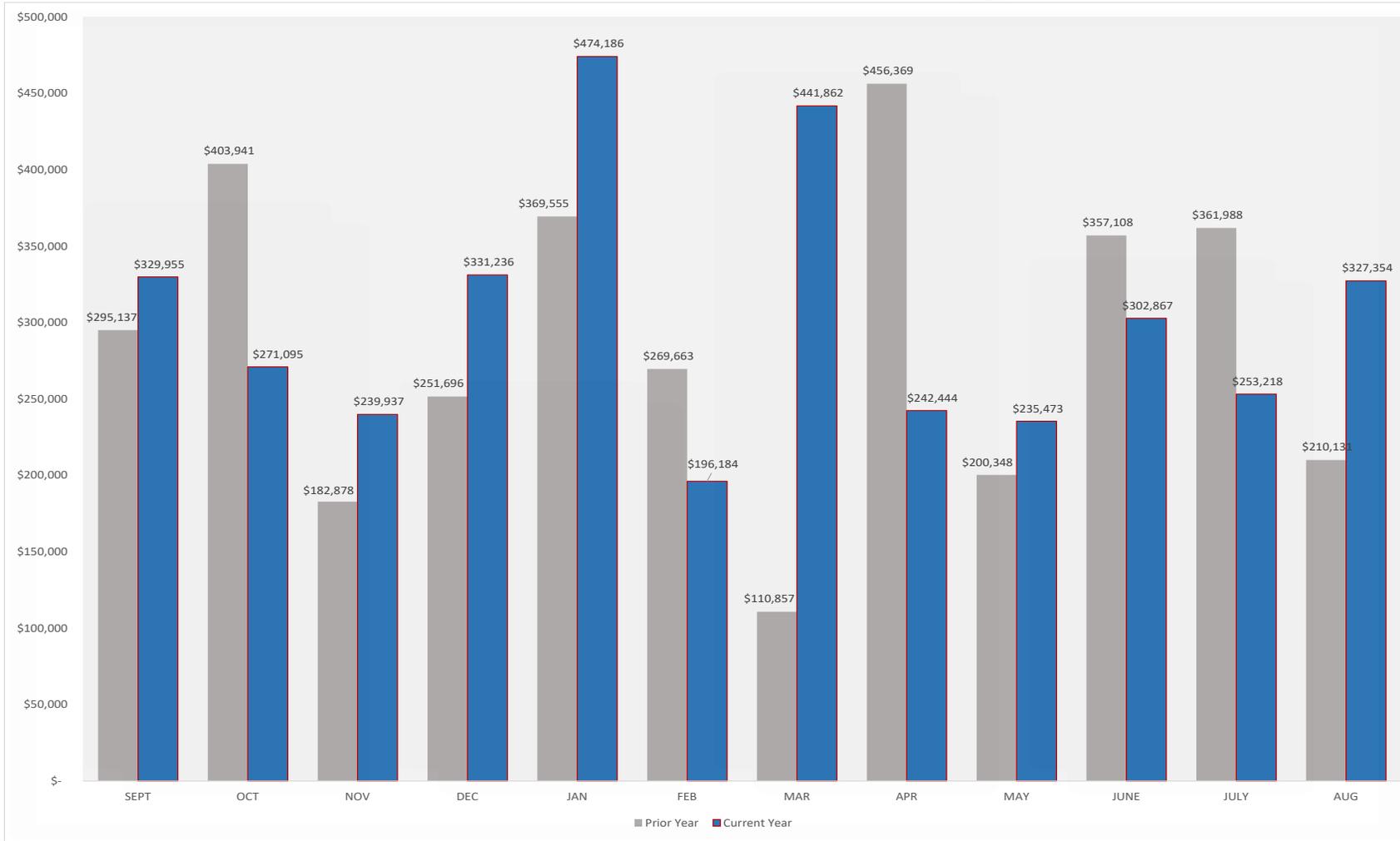


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Pharmacy Claims Expense Overview

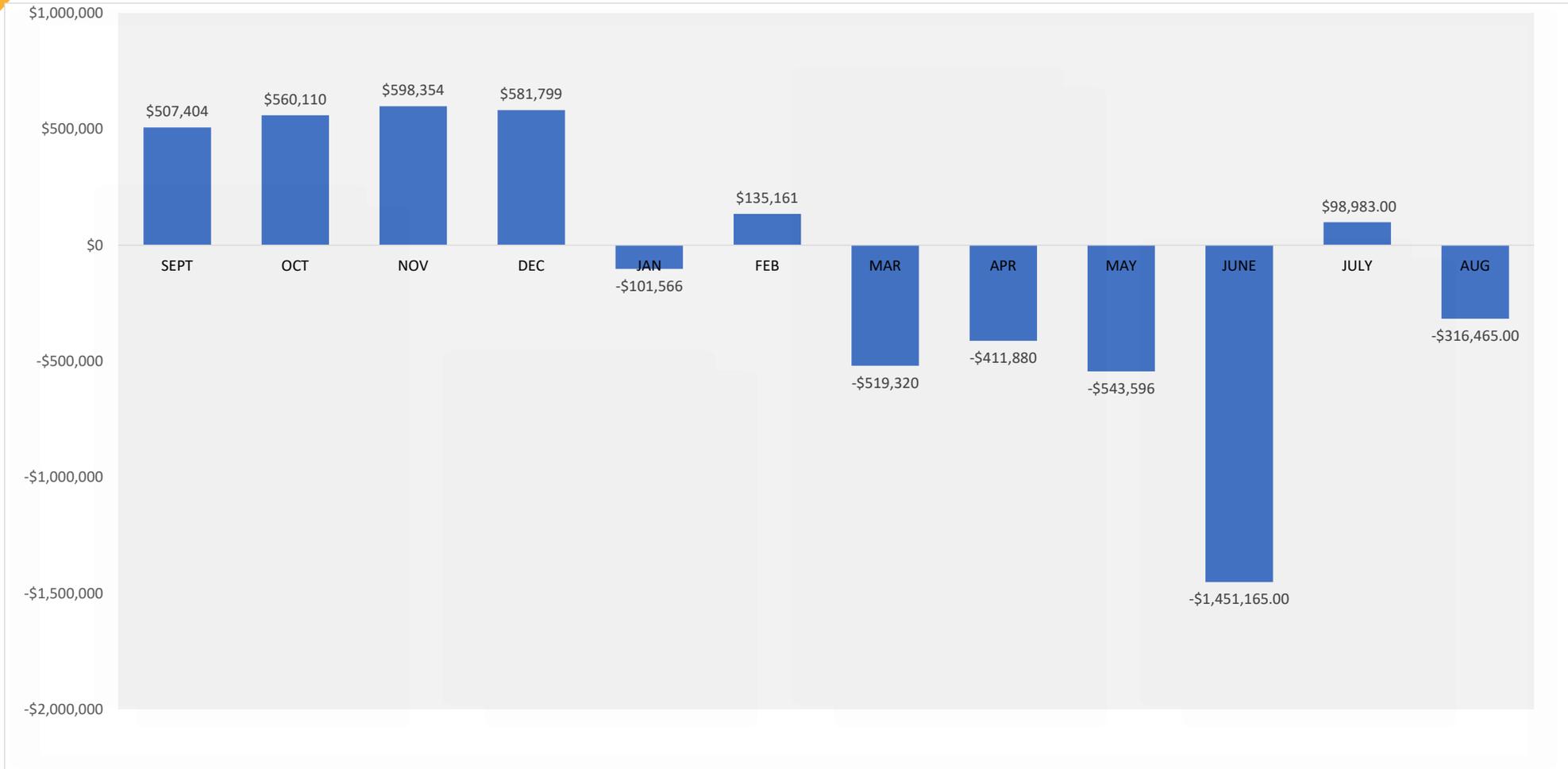
12 Month Trend - August 2021



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Net Position Overview

12 month Trend - August 2021



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