



**Edinburg Consolidated Independent School
District**

Regular

Tuesday, August 10, 2010 6:00 PM

Agenda of Regular Meeting

The Board of Trustees Edinburg Consolidated Independent School District

A Regular Meeting of the Board of Trustees of Edinburg Consolidated Independent School District will be held August 10, 2010, beginning at 6:00 PM in the Board Room, 411 North 8th Street; Edinburg, Texas 78541.

It is the policy of Edinburg CISD not to discriminate in its educational programs based on sex, age, religion, race, color, national origin, or handicap. *Es la poliza del distrito escolar de Edinburg de no discriminar en sus programas educativos por razon de sexo, edad, religion, raza, color, origen nacional o por incapacidad.*

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. CALL MEETING TO ORDER, CONDUCT ROLL CALL, ESTABLISH QUORUM
Presenter: President Omar Palacios
Time: 6:00 PM
2. PRAYER, PLEDGE OF ALLEGIANCE, AND TEXAS PLEDGE
Presenter: Mr. Jaime R. Chavana
3. CERTIFICATION OF PUBLIC NOTICE
Notice was posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on August 6, 2010 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.
Presenter: President Palacios
4. AWARDS & RECOGNITION
Presenter: Superintendent Rene Gutierrez
5. PUBLIC COMMENTS
Public participation is limited to the designated open forum portion of the meeting. At all times during board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless recognized by the Board President. No presentation shall exceed five minutes.
Presenter: Superintendent Gutierrez
6. SUPERINTENDENT'S REPORT
Presenter: Superintendent Gutierrez

- A. Health Insurance Program Update for the 2010 Second Quarter of April, May and June by Blue Cross/Blue Shield
- B. Update on 2008 Bond Construction Projects by Broaddus & Associates
- C. Teacher Vacancies
- D. Financial Reports
 - 1. Monthly Budgetary Summaries as of June 30, 2010
 - 2. Condition of Funds as of June 30, 2010
 - 3. Tax Collections for June 2010
 - 4. Investment Report for Period Ending June 30, 2010
 - 5. Health Insurance Financial Report as of June 30, 2010

7. CONSENT AGENDA

The following item(s) are of a routine or administrative nature. All items are to be acted on by one vote without being discussed separately, unless requested by a board member in which case the item(s) will be considered individually after the items not requiring discussion have been acted on.

Presenter: President Palacios

- A. (008A- 1) Minutes for Special Called Board Meetings of June 29, 2010 and July 27, 2010, and Regular Board Meeting of July 27, 2010 6
- B. (008A- 2) BID 10-171 Performance/Production Equipment for New Performing Art Centers COST \$208,239.00 SOURCE Fine Arts Funds 15
- C. (008A- 3) BID 10-203 Workstations for Edinburg North Classroom 120 for Career & Technical Education COST \$29,100.98 SOURCE Career & Technical Funds 29
- D. (008A- 4) RFQ 10-159 Automation Solution for Special Education COST \$88,140.00 SOURCE Federal Funds 34
- E. (008A- 5) RFP 10-175 Student Picture Services 41
- F. (008A- 6) RFP 10-181 Ambulance Services for School Sponsored Games COST \$50,310.00 SOURCE Athletic Funds 51
- G. (008A- 7) Fee Schedule for RFQ 10-107 Indoor Air Quality Testing Service COST \$20,000.00 SOURCE Local Funds 55
- H. (008A- 8) RFQ 10-160 Educational Diagnostician for Dyslexia Contractor COST \$16,800.00 SOURCE Local Funds 58
- I. (008A- 9) TX-MAS 10-206 Furniture for Ten Portable Buildings COST \$86,799.20 SOURCE Local Funds 61
- J. (008A-10) U. S. Communities Bid for Office Supplies COST \$223,320.00 SOURCE All Funds 64
- K. (008A-11) 2010-2011 Commitment for Data Processing Services with Region One ESC COST \$828,739.00 SOURCE Local Funds 67

8. ACTION AGENDA

Presenter: President Palacios

A. (008A-12) Endorse Candidate to Serve as Texas Association of School Boards Director for Region One Position 1-B	71
B. (008A-13) Delegate and Alternate for the 2010 Texas Association of School Boards Delegate Assembly	76
C. (008A-14) Date to Hold Public Meeting to Discuss Proposed Budget and Tax Rate for the 2010-2011 School Year	78
D. (008A-15) 2010 Edinburg CISD Anticipated Collection Rate and Excess 2009 Debt Tax Collections	80
E. (008A-16) Contract for Property Value Study Appeals Representation	82
F. (008A-17) 2010-2011 Tuition Fee for Out-of-District Transfers	85
G. (008A-18) Remove References to Exhibit A, B, and C Signature Forms in the ECISD Electronic Communication and Data Management CQ Local, Legal, and Regulation Policies	87
H. (008A-19) Library Books from Awarded Vendors through the Region One Library Purchasing Cooperative for Fiscal School Year 2010-2011 for Three High Schools, Six Middle Schools, and Twenty-Eight Elementary Schools COST \$737,900.00 SOURCE Local Funds	94
I. (008A-20) T-Base Benchmark Assessment Series Essentials 3rd-11th Grade TAKS Modified and TAKS Accommodated Benchmarks from Edugilent Publishing LLC COST \$111,650.00 SOURCE State Special Ed Funds	101
J. (008A-21) District Textbook Waiver for Advanced Placement Environmental Science	107
K. (008A-22) Construction Materials Testing for Group A Elementary Schools Contract Amendment COST \$5,620.00 SOURCE Construction 2008B Bond Funds	108
L. (008A-23) Group B Middle Schools PBK Architect Contract Amendment COST \$133,138.00 SOURCE Construction 2008B Bond Funds	115
M. (008A-24) Construction Materials Testing for Group B Middle Schools Contract Amendment COST \$125,039.20 SOURCE Construction 2008B Bond Funds	119
N. (008A-25) Construction Contingency Authorization 1 for Group B Middle School 5 COST \$41,414.00 SOURCE Construction 2008B Bond Funds	134
O. (008A-26) Construction Contingency Authorization 1 for Group B Middle School 6 COST \$87,175.00 SOURCE Construction 2008B Bond Funds	137
P. (008A-27) Construction Contingency Authorization 3 for Group C Fine Arts Facilities COST \$23,655.00 SOURCE Construction 2008B Bond Funds	140
Q. (008A-28) Group C Fine Arts Facilities ERO Architect Contract Amendment COST \$63,784.00 SOURCE Construction 2008B Bond Funds	143
R. (008A-29) Construction Materials Testing for Group C Fine Arts Facilities	147

Contract Amendment COST \$57,468.00 SOURCE Construction 2008B
Bond Funds

S. (008A-30) Employment, Resignations, and Retirements

9. CLOSED SESSION

Discussion under the authority of Section 551, Texas Government Code: If, during the course of the meeting covered by this Notice, the Board should determine that a Closed Session of the Board should be held or is required in relation to any item included in this Notice, then such closed session as authorized by Section 551.001 et. seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board after the commencement in Open Session of the meeting covered by this Notice. Such closed session may concern any or all of the subjects and be conducted for any and all purposes permitted by Section 551.071 through and including Section 551.084 of the Texas Open Meetings Act, including, but not limited to, private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Presenter: President Palacios

A. Section 551.071--Consultation with Attorney on Any Permitted Subject Including, But Not Limited to:

1. Discussion with School Attorney of Item(s) Exempted under Attorney-Client Privilege
2. Update on Pending Litigation

B. Section 551.072--Deliberation Regarding Real Property

1. Discussion on Acquisition of Possible Land Donation for Future Development
2. Discussion on Proposed Contracts for Land Purchases

C. Section 551.074--Personnel Matters

1. Discussion of Employment, Resignations, and Retirements
2. Update of Pending Personnel Investigations

D. Section 551.071--Consultation with Attorney & Section 551.074--Personnel Matters

E. Section 551.082--Discipline of a Public School Child

10. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION

Presenter: President Palacios

A. Section 551.071--Consultation with Attorney

B. Section 551.072--Deliberation Regarding Real Property

C. Section 551.074--Personnel Matters

11. ADJOURNMENT

Presenter: President Palacios

APPROVAL OF BOARD MINUTES

Superintendent's Recommendation

Board of Trustees approval of the minutes for the following board meeting(s):

Special-Called Board Meeting on June 29, 2010
Special-Called Board Meeting on July 27, 2010
Regular Board Meeting on July 27, 2010

Rationale

Article 6252-17A, §3b, V.A.T.S. requires in part that the Board shall prepare and retain minutes of each of its open meetings. The minutes are public record and shall be available for public inspection and copying upon request to the Superintendent or his designee.

Paperwork Impact

No additional paperwork will be generated.

Budgetary Information

The budget will not be impacted.

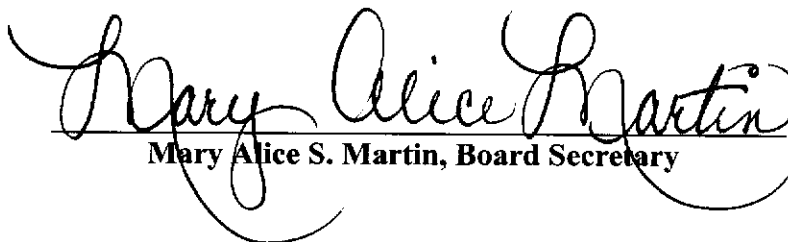
Resource Personnel

Dr. René Gutiérrez, Superintendent of Schools

Board Policy Reference and Compliance

This item is in compliance and in accordance with Board Policy BE and BE (Local).

Prepared by


Mary Alice S. Martin, Board Secretary

Recommended by

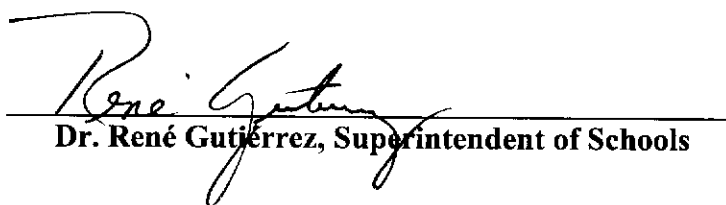

Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT A, PAGES 1-8

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

June 29, 2010

On the 29th day of June 2010, the Board of Trustees for the Edinburg Consolidated Independent School District met in special session with the following members present:

Omar Palacios, President

Jaime R. Chavana, Member (arrived @ 10:25 a.m.)

Robert Peña Jr., Vice President

Carmen González, Member

Ciro Treviño, Secretary

David Torres, Member (arrived @ 9:15 a.m.)

Absent from the meeting was Member Gregory "Greg" García.

NOTE: If more detailed information regarding the presentations, discussion, and action taken during the meeting is desired, the audio taped recording is available through the superintendent's office.

President Palacios, who established **quorum**, called the meeting to order at 9:07 a.m. He then asked for certification that **Public Notice** had been posted in Edinburg CISD Administration Building at 411 North 8th Street in Edinburg on June 24, 2010 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

President Palacios recessed the meeting at 9:09 a.m. to **Conduct Agenda Item 3 Walk Through of Crawford Elementary.**

President Palacios reconvened the meeting at 9:55 a.m.

Mr. Robert Peña Jr. moved and Mrs. Carmen González seconded the *amended* motion to **Approve Agenda Item 4 Substantial Completion of Crawford Elementary Effective July 5, 2010**, as recommended by Superintendent René Gutiérrez. The motion carried.

President Palacios recessed the meeting at 10:00 a.m. to travel to Ramirez Elementary and **Conduct Agenda Item 5 Walk Through of Ramirez Elementary** (arrived 10:25 a.m.).

President Palacios reconvened the meeting at 10:52 a.m.

Mrs. Carmen González moved and Mr. Robert Peña Jr. and Mr. Ciró Treviño seconded the motion to **Approve Agenda Item 6 Substantial Completion of Ramirez Elementary Effective July 5, 2010**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Robert Peña Jr. moved and Mrs. Carmen González seconded the motion to **adjourn**. The motion carried. President Palacios adjourned the meeting at 10:53 a.m.

OMAR PALACIOS
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

July 27, 2010

On the 27th day of July 2010, the **Board of Trustees** for the Edinburg Consolidated Independent School District met in **special session** with the following members present:

Omar Palacios, President

David Torres, Member

Robert Peña Jr., Vice President

Ciro Treviño, Secretary

Absent from the meeting were Members Jaime R. Chavana, Gregory "Greg" García, and Carmen González.

NOTE: If more detailed information regarding the presentations, discussion, and action taken during the meeting is desired, the audio taped recording is available through the superintendent's office.

President Palacios, who established **quorum**, called the meeting to order at 10:32 a.m. He then asked for certification that **Public Notice** had been posted in Edinburg CISD Administration Building at 411 North 8th Street in Edinburg on July 23, 2010 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

President Palacios recessed the meeting at 10:33 a.m. to **Conduct Agenda Item 3 Walk Through of Flores/Zapata Elementary.**

President Palacios reconvened the meeting at 10:58 a.m.

Mr. Robert Peña Jr. moved and Mr. Ciro Trevino seconded the motion to **Approve Agenda Item 4 Substantial Completion of Flores/Zapata Elementary Effective July 27, 2010**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Robert Peña Jr. moved and Mr. Ciro Treviño seconded the motion to **adjourn**. The motion carried.

President Palacios adjourned the meeting at 10:59 a.m.

OMAR PALACIOS
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A-2

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

July 27, 2010

On the 27th day of July 2010, the Board of Trustees for the Edinburg Consolidated Independent School District met in **regular session** with the following members present:

Omar Palacios, President	Gregory "Greg" Garcia, Member
Robert Peña Jr., Vice President (arrived @ 6:10 p.m.)	Carmen González, Member
Ciro Treviño, Secretary	David Torres, Member

Absent from the meeting was Member Jaime R. Chavana.

Present at the request of the superintendent was Jacques E. Treviño, board attorney (arrived @ 6:08 p.m.).

NOTE: If more detailed information regarding the presentations, discussion, and action taken during the meeting is desired, the audio and video-taped recordings are available through the superintendent's office.

President Palacios, who established **quorum**, called the meeting to order at 6:01 p.m. Mr. David Torres offered the **prayer and led the Pledge of Allegiance and Texas Pledge**.

President Palacios asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on July 23, 2010 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

Under **Awards & Recognition**: None

Under **Public Comments**: None

Under **Superintendent's Report**:

- A. Update on Channel 17
- B. Teacher Vacancies: 19 (9 elementary/10 secondary)

CONSENT AGENDA ITEMS

Mr. David Torres and Mr. Gregory "Greg" Garcia moved and Mrs. Carmen González seconded the motion to **Approve Agenda Items: 007A-1 Minutes for Regular Board Meeting of June 22, 2010; 007A-2 Bid 10-128 Miscellaneous Hardware to Several Vendors for a Total of \$50,000.00; 007A-3 Bid 10-141 Tools for Career & Technical Education to Several Vendors for a Total of \$143,367.06; 007A-4 Bid 10-152 Janitorial Solvents and Related Items to Several Vendors for a Total of \$42,000.00; 007A-5 Bid 10-167 Cleaning Equipment for Maintenance & Facilities Department to Gulf Coast Paper in the Amount of \$31,288.40; 007A-6 Bid 10-173 Band Uniforms for Edinburg North and Economedes High Schools to Demoulin Brothers & Company in the Amount of \$61,999.64; 007A-7 Bid 10-195 Gym Bleacher Repairs to Specialty Supply & Installation in the Amount of \$30,000.00; 007A-8 RFQ 10-93 Speech Therapy Services to Kidspeech Inc., Salubrious Therapeutic Associates LLC, Jo-Ed Speech Therapy Services, and Abilitative Services LLC for a Total of**

EXHIBIT A-3

\$45,000.00; 007A-9 RFQ 10-146 Occupational Therapy Services to Kid Care Therapies in the Amount of \$324,570.00; 007A-10 RFQ 10-147 Physical Therapy Services to ProCare Therapies PC in the Amount of \$155,755.00; 007A-11 RFQ 10-157 Pre-Employment Testing Service to Edinburg Medical Center in the Amount of \$10,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.

ACTION AGENDA ITEMS

Mr. Gregory "Greg" García moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 007A-12 Memorandum of Understanding with 2010 Texas Score Program Sponsored by AEP, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mr. Gregory "Greg" García moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 007A-13 Letter of Agreement for GradeSpeed Software Agreement in the Amount of \$30,493.50, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Item 007A-14 Declaring as Surplus Vehicles on Listed on Attached and Request of Auction for Sale of Surplus Vehicles in the Amount of 10% Proceeds and \$150.00 for Advertising, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mr. Gregory "Greg" García moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 007A-15 Contract with Communities in Schools of Hidalgo County Inc for Dropout Prevention Services in the Amount of \$66,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mr. Gregory "Greg" García moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 007A-16 Memorandum of Understanding Between Edinburg CISD and Hidalgo County Juvenile Probation Department for 2010-2011 and 2011-2012 School Years, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mrs. Carmen González moved and Mr. David Torres and Mr. Gregory "Greg" García seconded the motion to **Approve Agenda Item 007A-17 Consultant Agreement with Sharon Wells Consulting Inc to Provide Training in Mathematics for Teachers in Grades 2-5 in Amount of \$73,484.00, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mr. Gregory "Greg" García moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 007A-18 Mandatory Standard Dress Code for Magee Elementary School Students Under the Conditions of Board Policy FNCA (Local) Beginning the 2010-2011 School Year in the Amount of \$1,500.00, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mr. Gregory "Greg" García moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 007A-19 Contract with Renaissance Learning Inc for Accelerated Reader Enterprise Program for Crawford, Flores/Zapata, and Ramirez Elementary Schools in the Amount of \$19,940.01, as recommended by Superintendent René Gutiérrez. The motion carried.**

Mrs. Carmen González moved and Mr. Gregory "Greg" García seconded the motion to **Approve Agenda Item 007A-20 Resolution 2010-08 and Order Calling for School Board Trustee Election to Be Held November 2, 2010 to fill Positions One, Two, Three, and Five Currently**

EXHIBIT A-4

Held by Omar Palacios, Jaime R. Chavana, David Torres, and Gregory "Greg" García, Respectively, as recommended by Superintendent René Gutiérrez. As required, President Palacios announced the Continuing Education Credit Hours per TASB records earned as follows: Omar Palacios, 10.25; Robert Peña Jr., 12.00; Ciro Treviño, 15.25; Jaime R. Chavana, 12.00; Gregory "Greg" García, 13.25; Carmen González, 4.00; and David Torres, 17.25. **Tier 1 Legislative Update and Tier 2 Team Building:** All board members are deficient. **Tier 3 Discretionary Continuing Education:** Omar Palacios, Robert Peña Jr., Ciro Treviño, Jaime R. Chavana, Gregory "Greg" García, and David Torres exceed the minimum requirement of 5 hours. Carmen González is deficient by 1.00 hour. The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to enter **Closed Session**. The motion carried.

President Palacios recessed the meeting at 6:20 p.m. enabling the Board to enter Closed Session.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to return to **Open Session**. The motion carried.

After returning to Open Session at 8:04 p.m., President Palacios announced that no action had been taken on items discussed in Closed Session.

Mr. Gregory "Greg" García moved and Mrs. Carmen González seconded the motion to **Approve Section 551.074 C.1a Employment of Cynthia Hernandez as Librarian at Avila Elementary**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Gregory "Greg" García seconded the motion to **Approve Section 551.074 C.2 (Agenda Item 007A-21) Employment, Resignations, and Retirements as Discussed in Closed Session**, as recommended by Superintendent René Gutiérrez. The motion carried.

Employment for 2010-2011

Carlos Rene Cordova*	BS/UT, Pan American	2-0 years experience
Jenny Ann De la Vina*	BS/Texas A & M	0-0 years experience
Sebastian Duque Jr*	BS/UT, Pan American	4-0 years experience
Cynthia Ann Flores*	BS/UT, Pan American	10-8 years experience
Zuni Abigail Gonzalez*	BS/UT, Pan American	0-0 years experience
Jessica Morales*	BS/UT, Pan American	0-0 years experience
Marc Daniel Ortega*	BS/UT, Pan American	0-0 years experience
Juan G. Perez III*	BS/UT, Pan American	5-1 years experience
Sofia M. Sanchez*	BS/UT, Pan American	0-0 years experience
Efrain Rodriguez Jr*	BS/UT, Pan American	0-0 years experience
David D. Cardenas*	BBA/UT, Pan American	0-0 years experience
Maria C. Santiago*	MED/UT, Pan American	13-9 years experience
Salvador Abrego*	MED/Univ. La Verne	5-2 years experience
Juan Daniel Alonzo*	BS/UT, Pan American	0-0 years experience
Michael Lee Alvarado*	BS/UT, Pan American	0-0 years experience
Leslie D'Lorm*	BS/UT, Pan American (8/10)	0-0 years experience
Mileidy Herrera*	BA/UT, Pan American	3-0 years experience
Carlos Mata*	BS/UT, Pan American	9-9 years experience

*Pending criminal background check

EXHIBIT A-5

EDINBURG CISD REGULAR BOARD MEETING

July 27, 2010

Page 4

Employment for 2010-2011 (continued)

Philip Miller*	DMA/Rice University	0-0 years experience
Jessica Ramon*	BS/UT, Pan American	1-1 years experience
Cynthia M. Ramos*	MED/UT, Pan American	13-3 years experience
Lillian Ramos*	BS/UT, Pan American	0-0 years experience
Rolando Rosalez*	BS/UT, Pan American	0-0 years experience

*Pending criminal background check

Resignations and Retirements

Jose R. Cantu	Physics/Edinburg HS
Rose E. Cortina	Chemistry/Edinburg HS
Esmeralda Elizondo	Special Ed/Harwell MS
Gabriela Garibay	Spanish/Economedes HS
Jessica Gonzalez	Special Ed/Memorial MS
Sally M. Hartman	Librarian/Garza MS
Thomas Hemminger	Choir Director/Barrientes MS
Dayla I. Jasso	4 th Grade/San Carlos
Maria P. Mon	8 th Grade Science/South MS
San Juanita Ortega	5 th Grade Bilingual/Truman
Alan D. Perkins	Asst Band Director/Edinburg North HS
Saul S. Reyna	Math/Economedes HS
Josefina Rodriguez	Speech Language Path Asst/Special Ed
Javier Ruiz	Math/Economedes HS
Jennifer Ruiz	Biology/Edinburg HS
Guadalupe Sanchez	2 nd Grade Bilingual/Avila
Maria Luisa Sanchez (Retiring)	Economics/Edinburg HS
America Arreguin	Special Ed/Villarreal
Sandra Henry	Biology/Economedes HS
Cristina Ramirez	4 th Grade/Cavazos
Dolores Sanchez	PreK Bilingual/Esparza

Paraprofessional (University Hours) and Classified Employees

Corina Carreron*	South Texas College (84)	3-3 years experience
Noemi Escamilla*/**	STC (28)	15-0 years experience
Julia Hernandez*	STC (90)	0-0 years experience
Maria D L Sanchez*/**	UTPA (97)	12-0 years experience
Amelia Verdin*	High School Diploma	0-0 years experience

*Pending criminal background check

**Pending FAST Pass; documentation years experience

Promotions (None)

Resignations and Retirements

Sanjuanita Loreda de Garcia	Aide/Esparza
Esther Christine Pulido	Aide/Guerra
Delicia Esquivel	Secretary/ISS Specialist
Rigoberto Ybarra	HVAC Helper/M & F
Araceli Guerrero	Bus Driver/Transportation
Juanita G. Gomez (Retiring)	Custodian/Harwell MS

EXHIBIT A-6

Interns/Tutors/Student Workers (None)Resignations

Jorge Morales	America Reads/Austin
Jassiel Chavez	Tech/Technology
Edgar Cavazos	CTE Clerk/Brewster
Eva Molina	CTE Tech/Brewster
Stephanie Escobedo	CTE Clerk/Truman
Manuel Garcia	CTE Tech/Truman
Jennifer Govea	CTE Clerk/Brewster
Heltrin Reyes	CTE Clerk/Guerra
Omar Garcia	CTE Clerk/De Zavala
Justin Escobedo	CTE Tech/Magee
Juan Castellanos	CTE Tech/Austin
Abran Garcia	CTE Tech/Guerra
Jose Vasquez	CTE Clerk/De La Vina
Ramiro Borrego	CTE Clerk/Magee
John Acosta	CTE Clerk/LBJ
Essence Brown	CTE Clerk/Cavazos
Kristina Carrizalez	CTE Tech/De La Vina
Audrey Isac	CTE Clerk/M & F
Rogelio Gonzalez Jr	Production Aide/KATS TV
Randy Navarro	Production Aide/KATS TV
Javier Guerrero	Production Aide/KATS TV
Britny Rocha	Production Asst/KATS TV
Valeria A. Rodriguez	Production Aide/KATS TV
Taunya Rodriguez	Production Aide/KATS TV
Amber McCallum	Production Aide/KATS TV
Kayla Guerra	Production Asst/KATS TV
Leah Moya	Tutor/Economedes HS (JEHS)
Blanca Moctezuma	Tutor/JEHS
Karla Caballero	Tutor/JEHS
Vilma Yanez	Tutor/JEHS
Lizette Garza	Tutor/Edinburg North HS (ENHS)
Melissa Avitia	Tutor/ENHS
Cayetano Cavazos	Tutor/ENHS
Benjamin Gallegos	Tutor/ENHS
Luis Jimenez	Tutor/ENHS
Aaron A. Medina	Tutor/ENHS
Christopher Morales	Tutor/ENHS
Celena N. Rodriguez	Tutor/ENHS
Heidy Salinas	Tutor/ENHS
Ricardo Villescas	Tutor/ENHS
Marisol Rivas	Tutor/Edinburg High School (EHS)
Michelle Gutierrez	Tutor/EHS
Nora Avalos	Tutor/ENHS
Laura Badillo	Tutor/ENHS
Lillian Duran	Tutor/ENHS
Felix Garcia	Tutor/ENHS
Katy Garcia	Tutor/ENHS
Rogelio Garcia	Tutor/ENHS
David Garza	Tutor/ENHS

EXHIBIT A-7

Resignations (continued)

Adriana Gracia	Tutor/ENHS
Meghan A. Guzman	Tutor/ENHS
Angela Keebaugh	Tutor/ENHS
Roberto Lopez	Tutor/ENHS
Mindy Ramos	Tutor/ENHS
Bonifacio Salinas	Tutor/ENHS
Olivia Sanchez	Tutor/ENHS
Nancy Silva	Tutor/ENHS
Hilary A. Taylor	Tutor/ENHS
Jacobo Zuniga	Tutor/ENHS
Deyanira Bernal	Tutor/ENHS
Jose L. Soldan Jr	Tutor/ENHS
Jonathan Salinas	Tutor/ENHS
Darla Ortega	Tutor/Barrientes MS

Employment of Special Education Shadows (None)

Mr. Robert Peña Jr. moved and Mrs. Carmen González seconded the motion to **Deny the Remedies Requested in Section 551.074 C.1 Level III Grievance—Scotty Ayala, Bus Monitor and Uphold the Decision Reached at the Level II Conference.** The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **adjourn.** The motion carried.

President Palacios adjourned the meeting at 8:05 p.m.

OMAR PALACIOS
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A-8

APPROVAL OF BID 10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the bid for the Performing/Production Equipment for the New Performing Art Centers, which is indicated in the attached bid tabulation as being the most favorable and advantageous to the District.

Rationale

Administration sought competitive sealed bids for the above mentioned bid. Bid opening was held at the Business Office Building on June 14, 2010, at 3:15 P.M. where eleven (11) bids were received, opened, and read aloud.

The Performing Art Centers will be located at ENHS, EHS, and JEHS.

User Department

This item was requested by Nelinda Villarreal, Director of Fine Arts.

Budgetary Information

Total Purchase Amount: \$208,239.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
166-11-6397-06-001-011-04x	Fixed Assets	85,350.00	0.00	0.00	85,350.00
166-11-6397-06-002-011-04x	Fixed Assets	85,350.00	0.00	0.00	85,350.00
166-11-6397-06-003-011-04x	Fixed Assets	85,350.00	0.00	0.00	85,350.00
166-11-6639-06-001-011-000	Fixed Assets	38,000.00	0.00	0.00	38,000.00
166-11-6639-06-002-011-000	Fixed Assets	38,000.00	0.00	0.00	38,000.00
166-11-6639-06-003-011-000	Fixed Assets	38,000.00	0.00	0.00	38,000.00
TOTALS		370,050.00	0.00	0.00	370,050.00

Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

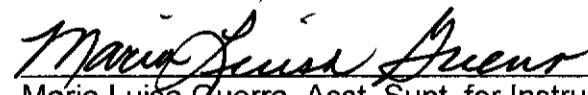
Maria Luisa Guerra
Nelinda Villarreal
Amaro Tijerina

Claudina E. Longoria


Board Policy Reference

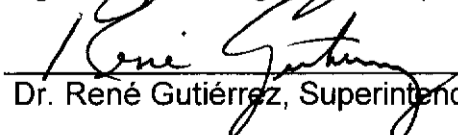
This is in accordance with the Board Policy CH Purchasing Bidding Requirements.

Requested by: 
Nelinda Villarreal, Director of Fine Arts

Approved by: 
Maria Luisa Guerra, Asst. Supt. for Instruction/Support

Within Budgetary Allocations : 
Sylvia D. Garcia, Director of Finance

Approved by: 
Rigoberto V. Abrego, Asst. Supt. for Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation

**Bid 10-171, Performing/Production Equipment for the New Performing Art Centers
August 10, 2010**

1. **USER DEPARTMENT:** This bid was requested by the Fine Arts Department. Nelinda Villarreal, Director of Fine Arts will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a single time purchase.
3. **BID EVALUATION:** This bid was evaluated by Amaro Tijerina, Nelinda Villarreal and Claudina E. Longoria. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The Fine Arts Department will prepare purchase orders following Board of Trustee bid approval on an as needed basis.
5. **APROXIMATE AMOUNT SPENT LAST YEAR:** None purchased last year.
6. **TOTAL AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
B & H Photo	\$ 7,524.00
Interstate Music	\$61,290.00
Micheal A. White	\$42,000.00
Washington Perfessional Systems	\$32,250.00
Wenger Corporation	\$65,175.00
TOTAL ESTIMATED AWARD	\$208,239.00

7. **BID EVALUATION NOTES:**
 - A - Award recommendation to lowest overall and most advantageous bidder.
 - B - Please see bid tabulation for notes on individual items.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	AVES AUDIO VISUAL SYSTEMS, INC			B & H PHOTO			BROOK MAYS		
			UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE
1	CONDENSER HEADWORN MICROPHONES Comfortable, latex-free Dynaflex earforms that hide behind the ears, thin-non-reflective wireframe that is easily hidden underneath hair, ultra thin detachable microphone boom mount for right or left positioning, interchangeable frequency response caps, two foam windscreens included, clothing clip for securing cable, corrosion resistant, easy to clean, durable carrying case for protective storage, includes in-line preamplifier. SHURE BETA 53 SUBMINIATURE	36 EACH	\$212.50	\$7,650.00		\$209.00	\$7,524.00	A	\$0.00	\$0.00	
BRAND & MODEL:											
2	MONITOR SPEAKERS An outstanding utility speaker that can function as a low-profile stage monitor or as a main with a stand, 12" differential drive woofer and 1-1/2" neodymium compression driver boast 400W RMS power handling while the 70 degree x 70 degree horn ensures even distribution of sound, 33 lbs, dual angle pole socket. JBL MRX512M	6 EACH	\$474.00	\$2,844.00		\$527.00	\$3,162.00		\$495.00	\$2,970.00	
BRAND & MODEL:											
3	MONITOR SPEAKERS Features an 18" differential drive woofer in a compact cabinet complete with top pole mount, 500W RMS handling, 2000W peak, 72 lbs. JBL #MRX518S	6 EACH	\$474.00	\$2,844.00		\$527.00	\$3,162.00		\$540.00	\$3,240.00	
BRAND & MODEL:											
4	MOVABLE LIGHT CONTROLLER RDMS remote DMX addressing, US1TT DMX-512, 16 DMX channels, 4 digit LED display, on board menu settings, 3-pin XLR serial input/output, sound active mode, high luminous-efficiency parabolic reflector, 150 mm Fresnel lens, Lux 28,000 @ 15 degrees @ 2.5M, remote DMX adjustable 15 degrees to 28 degrees beam angle, 8 dichroic filters plus white, continuous, variable speed, color scrolling in both directions (rainbow effect), 180 degree beam shaper, wide and flat beam can be rotated by 90 degrees, variable speed strobe effect (1-13) flashes per second, pre-set variable/random strobe and dimming pulse per second, dual flag mechanical dimming system, automatic pan/tilt position correction, maximum PAN-movement 630 degrees in 2.0 sec or 540 degrees, maximum TILT movement 265 degrees in 1.5 sec/16 bid, vector mode with blackout, 2 x 1/4 turn fastening Omega clamps. ELATION DESIGN WASH 250	12 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
5	WIRELESS MICROPHONE Wireless Diversity Receiver - Dual Channel Version, 2400 selectable frequencies across 80 MHz bandwidth, 3000 selectable frequencies across 75 MHz bandwidth, track tuning filtering technology, up to 40 preset compatible systems per band, up to 180 systems with multiple bands, networked automatic frequency selection, infrared automatic transmitter sync (including custom group upload), flash memory to store six 60-channel custom frequency groups, audio reference companding, multi-function bit mapped backlit LCD, USB and Ethernet network control and monitoring, remoteable antennas, Condenser Super Cardioid handheld, UR2 Handheld transmitter - switcheable RF power, frequency and power lockout, bit-mapped backlit LCD, all metal die-cast construction, up to 8 hours continuous use, infrared automatic transmitter sync, KSM9 - dual diaphragm design switchable polar patterns, advanced two-stage shock mount suspension, proprietary shock mount technology reduces handling noise, black. SHURE UR4S/RU2/KSM9/BETA 87A	18 EACH	\$4,267.55	\$76,815.90		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
6	LIGHTING CONSOLE Designed for controlling moving light and conventional dimmer control for stage, event, production and houses of worship lighting, supports a touch screen monitor for easy programming and user interface, 512 DMX channels, built-in fixture library, 20 page of preset playbacks, color, beam, intensity & focus control with individual fade times, effects generator, cue stack memories with hold and fade times, VGA output, PS2 connections for keyboard and mouse, two dimmable Littlite brand work lamps. LEPRECON LP-X24	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
7	BABY GRAND PIANO 6'4" Conservatory Collection, advanced scale design, solid spruce soundboard and ribs, complete tone collector system, dovetail joints, vertically laminated treble bridge with maple cap, duplex scaling, solid copper wound bass strings, aluminum alloy action rails, Yamaha balanced action, spruce keys with hardwood buttons, Ivorite keytops with WPC sharps, premium Yamaha designed hammers with T-fasteners, specially designed hammer shanks, reinforced keyframe pin with adjustable guide, hardwood reinforced keyframe, full sostenuto, patented Humid-A-Seal pinblock, cut thread tuning pins, polyester finish, resin sheet foundation, Polished Ebony. YAMAHA C1	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	AVES AUDIO VISUAL SYSTEMS, INC			B & H PHOTO			BROOK MAYS		
			UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE
8	CHORAL RISERS Designed to be incorporated every meaningful advantage: classic black styling, safe, simple setup, lightweight handling, superb stability, strong, quiet performance, easy mobility, long-lasting service, an integrated backrail with safety crossbar, and a full five-year warranty, patented fold-down design allows easy one-person setup, integral backrail with safety crossbar, wing-nut and locking cam-lever step mount provides the safety of bolted construction but lets you reverse steps and create new setup configurations without tools, durable carpeted plywood steps in 18" depth, compact footprint for easy storage. WENGER #098B004	21 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
9	PORTABLE CART 130 lbs with hard casters, ideal for transporting marching band uniforms, hats, garments, and musical instruments, designed to fit into trailers, semi-trailers and trucks with minimum 6' door height, equipped with removable full-length garment bar and 40 hanger retainer clips, fits through standard 32" door, two locking swivel, non-marking solid rubber or pneumatic casters provide easy maneuverability, bottom shelf stores and transports hats, flags, and instruments, bottom shelf is constructed of 16-gauge steel construction with powder coat paint finish in black, garment bar constructed of 12-gauge round tubing, top of garment bar to top of bottom shelf is 5'-1-1/2", uprights constructed of 16-gauge 1-1/4" round tubing, include slots for adding additional shelves, durable powder coat finish, five-year warranty, shipped assembled. WENGER #210A004	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
10	ACOUSTICAL SHELLS Units promote excellent ensemble and enhance acoustical projection toward the audience, largest coverage area of any portable acoustical shell, lifting mechanism requires only six turns to raise shell into full performance position, tapered canopies adjust to 4 possible positions, durable steel framework provides excellent support, aluminum extrusion panel frame to add rigidity, rounded panel corners provide additional safety, counter weights positioned safely behind the shell, honeycomb core panel construction, designed with heavy-duty soft swivel casters for stable rolling and easy positioning, units nest together for compact storage, fits through a standard 3' doorway. WENGER #186E300	15 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
AWARD RECOMMENDTION			\$0.00			\$7,524.00		A	\$0.00		

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	INTERSTATE MUSIC			INTERSTATE MUSIC ALTERNATE 1			MICHEAL A. WHITE PIANO TECH		
			UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE
1	CONDENSER HEADWORN MICROPHONES Comfortable, latex-free Dynaflex earforms that hide behind the ears, thin-non-reflective wireframe that is easily hidden underneath hair, ultra thin detectable microphone boom mount for right or left positioning, interchangeable frequency response caps, two foam windscreens included, clothing clip for securing cable, corrosion resistant, easy to clean, durable carrying case for protective storage, includes in-line preamplifier. SHURE BETA 53 SUBMINIATURE	36 EACH	\$219.00	\$7,884.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
2	MONITOR SPEAKERS An outstanding utility speaker that can function as a low-profile stage monitor or as a main with a stand, 12" differential drive woofer and 1-1/2" neodymium compression driver boast 400W RMS power handling while the 70 degree x 70 degree horn ensures even distribution of sound, 33 lbs, dual angle pole socket. JBL MRX512M	6 EACH	\$525.00	\$3,150.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
3	MONITOR SPEAKERS Features an 18" differential drive woofer in a compact cabinet complete with top pole mount, 500W RMS handling, 2000W peak, 72 lbs. JBL #MRX518S	6 EACH	\$525.00	\$3,150.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
4	MOVABLE LIGHT CONTROLLER RDMS remote DMX addressing, US1TT DMX-512, 16 DMX channels, 4 digit LED display, on board menu settings, 3-pin XLR serial input/output, sound active mode, high luminous-efficiency parabolic reflector, 150 mm Fresnel lens, Lux 28,000 @ 15 degrees @ 2.5M, remote DMX adjustable 15 degrees to 28 degrees beam angle, 8 dichroic filters plus white, continuous, variable speed, color scrolling in both directions (rainbow effect), 180 degree beam shaper, wide and flat beam can be rotated by 90 degrees, variable speed strobe effect (1-13) flashes per second, pre-set variable/random strobe and dimming pulse effect, dual flag mechanical dimming system, automatic pan/tilt position correction, maximum PAN-movement 630 degrees in 2.0 sec or 540 degrees, maximum TILT movement 265 degrees in 1.5 sec/16 bid, vector mode with blackout, 2 x 1/4 turn fastening Omega clamps. ELATION DESIGN WASH 250	12 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
5	WIRELESS MICROPHONE Wireless Diversity Receiver - Dual Channel Version, 2400 selectable frequencies across 60 MHz bandwidth, 3000 selectable frequencies across 75 MHz bandwidth, track tuning filtering technology, up to 40 preset compatible systems per band, up to 160 systems with multiple bands, networked automatic frequency selection, infrared automatic transmitter sync (including custom group upload), flash memory to store six 60-channel custom frequency groups, audio reference companding, multi-function bit mapped backlit LCD, USB and Ethernet network control and monitoring, remoteable antennas, Condenser Super Cardioid handheld, UR2 Handheld transmitter - switchable RF power, frequency and power lockout, bit-mapped backlit LCD, all metal die-cast construction, up to 8 hours continuous use, infrared automatic transmitter sync, KSM9 - dual diaphragm design switchable polar patterns, advanced two-stage shock mount suspension, proprietary shock mount technology reduces handling noise, black. SHURE UR4S/RU2/KSM9/BETA 87A	18 EACH	\$2,488.00	\$44,784.00		\$3,405.00	\$61,290.00	A	\$0.00	\$0.00	
BRAND & MODEL:											
6	LIGHTING CONSOLE Designed for controlling moving light and conventional dimmer control for stage, event, production and houses of worship lighting, supports a touch screen monitor for easy programming and user interface, 512 DMX channels, built-in fixture library, 20 page of preset playbacks, color, beam, intensity & focus control with individual fade times, effects generator, cue stack memories with hold and fade times, VGA output, PS2 connections for keyboard and mouse, two dimmable Littlite brand work lamps. LEPRECON LP-X24	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
7	BABY GRAND PIANO 6'1" Conservatory Collection, advanced scale design, solid spruce soundboard and ribs, complete tone collector system, dovetail joints, vertically laminated treble bridge with maple cap, duplex scaling, solid copper wound bass strings, aluminum alloy action rails, Yamaha balanced action, spruce keys with hardwood buttons, Ivorite keytops with WPC sharps, premium Yamaha designed hammers with T-fasteners, specially designed hammer shanks, reinforced keyframe pin with adjustable guide, hardwood reinforced keyframe, full sostenuto, patented Humid-A-Seal pinblock, cut thread tuning pins, polyester finish, resin sheet foundation, Polished Ebony. YAMAHA C1	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$14,000.00	\$42,000.00	A
BRAND & MODEL:											

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	INTERSTATE MUSIC			INTERSTATE MUSIC ALTERNATE 1			MICHEAL A. WHITE PIANO TECH		
			UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE
8	CHORAL RISERS Designed to be incorporated every meaningful advantage: classic black styling, safe, simple setup, lightweight handling, superb stability, strong, quiet performance, easy mobility, long-lasting service, an integrated backrail with safety crossbar, and a full five-year warranty, patented fold-down design allows easy one-person setup, integral backrail with safety crossbar, wing-nut and locking cam-lever step mount provides the safety of bolted construction but lets you reverse steps and create new setup configurations without tools, durable carpeted plywood steps in 18" depth, compact footprint for easy storage. WENGER #098B004	21 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
9	PORTABLE CART 130 lbs with hard casters, ideal for transporting marching band uniforms, hats, garments, and musical instruments, designed to fit into trailers, semi-trailers and trucks with minimum 6' door height, equipped with removable full-length garment bar and 40 hanger retainer clips, fits through standard 32" door, two locking swivel, non-marking solid rubber or pneumatic casters provide easy maneuverability, bottom shelf stores and transports hats, flags, and instruments, bottom shelf is constructed of 16-gauge steel construction with powder coat paint finish in black, garment bar constructed of 12-gauge round tubing, top of garment bar to top of bottom shelf is 5'-1-1/2", uprights constructed of 16-gauge 1-1/4" round tubing, include slots for adding additional shelves, durable powder coat finish, five-year warranty, shipped assembled. WENGER #210A004	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
10	ACOUSTICAL SHELLS Units promote excellent ensemble and enhance acoustical projection toward the audience, largest coverage area of any portable acoustical shell, lifting mechanism requires only six turns to raise shell into full performance position, tapered canopies adjust to 4 possible positions, durable steel framework provides excellent support, aluminum extrusion panel frame to add rigidity, rounded panel corners provide additional safety, counter weights positioned safely behind the shell, honeycomb core panel construction, designed with heavy-duty soft swivel casters for stable rolling and easy positioning, units nest together for compact storage, fits through a standard 3' doorway. WENGER #186E300	15 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
AWARD RECOMMENDTION			\$0.00			\$61,290.00		A	\$42,000.00		A

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	MICHEAL A. WHITE ALTERNATE 1			STAGERIGHT			THE WOODWIND & BRASSWIND		
			UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE
1	CONDENSER HEADWORN MICROPHONES Comfortable, latex-free Dynaflex earforms that hide behind the ears, thin-non-reflective wireframe that is easily hidden underneath hair, ultra thin detachable microphone boom mount for right or left positioning, interchangeable frequency response caps, two foam windscreens included, clothing clip for securing cable, corrosion resistant, easy to clean, durable carrying case for protective storage, includes in-line preamplifier. SHURE BETA 53 SUBMINIATURE	36 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$225.00	\$8,100.00	
BRAND & MODEL:											
2	MONITOR SPEAKERS An outstanding utility speaker that can function as a low-profile stage monitor or as a main with a stand, 12" differential drive woofer and 1-1/2" neodymium compression driver boast 400W RMS power handling while the 70 degree x 70 degree horn ensures even distribution of sound, 33 lbs, dual angle pole socket. JBL MRX512M	6 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$460.00	\$2,760.00	
BRAND & MODEL:											
3	MONITOR SPEAKERS Features an 18" differential drive woofer in a compact cabinet complete with top pole mount, 500W RMS handling, 2000W peak, 72 lbs. JBL #MRX518S	6 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$520.00	\$3,120.00	
BRAND & MODEL:											
4	MOVABLE LIGHT CONTROLLER RDMS remote DMX addressing, US1TT DMX-512, 16 DMX channels, 4 digit LED display, on board menu settings, 3-pin XLR serial input/output, sound active mode, high luminous-efficiency parabolic reflector, 150 mm Fresnel lens, Lux 28,000 @ 15 degrees @ 2.5M, remote DMX adjustable 15 degrees to 28 degrees beam angle, 8 dichroic filters plus white, continuous, variable speed, color scrolling in both directions (rainbow effect), 180 degree beam shaper, wide and flat beam can be rotated by 90 degrees, variable speed strobe effect (1-13) flashes per second, pre-set variable/random strobe and dimming pulse effect, dual flag mechanical dimming system, automatic pan/tilt position correction, maximum PAN-movement 630 degrees in 2.0 sec or 540 degrees, maximum TILT movement 265 degrees in 1.5 sec/16 bid, vector mode with blackout, 2 x 1/4 turn fastening Omega clamps. ELATION DESIGN WASH 250	12 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
5	WIRELESS MICROPHONE Wireless Diversity Receiver - Dual Channel Version, 2400 selectable frequencies across 60 MHz bandwidth, 3000 selectable frequencies across 75 MHz bandwidth, track tuning filtering technology, up to 40 preset compatible systems per band, up to 160 systems with multiple bands, networked automatic frequency selection, infrared automatic transmitter sync (including custom group upload), flash memory to store six 60-channel custom frequency groups, audio reference, companding, multi-function bit mapped backlit LCD, USB and Ethernet network control and monitoring, remoteable antennas, Condenser Super Cardioid handheld, UR2 Handheld transmitter - switchable RF power, frequency and power lockout, bit-mapped backlit LCD, all metal die-cast construction, up to 8 hours continuous use, infrared automatic transmitter sync, KSM9 - dual diaphragm design switchable polar patterns, advanced two-stage shock mount suspension, proprietary shock mount technology reduces handling noise, black. SHURE UR4S/RU2/KSM9/BETA 87A	18 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
6	LIGHTING CONSOLE Designed for controlling moving light and conventional dimmer control for stage, event, production and houses of worship lighting, supports a touch screen monitor for easy programming and user interface, 512 DMX channels, built-in fixture library, 20 page of preset playbacks, color, beam, intensity & focus control with individual fade times, effects generator, cue stack memories with hold and fade times, VGA output, PS2 connections for keyboard and mouse, two dimmable Littlefield brand work lamps. LEPRECON LP-X24	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											
7	BABY GRAND PIANO 6'1" Conservatory Collection, advanced scale design, solid spruce soundboard and ribs, complete tone collector system, dovetail joints, vertically laminated treble bridge with maple cap, duplex scaling, solid copper wound bass strings, aluminum alloy action rails, Yamaha balanced action, spruce keys with hardwood buttons, Ivorite keytops with WPC sharps, premium Yamaha designed hammers with T-fasteners, specially designed hammer shanks, reinforced keyframe pin with adjustable guide, hardwood reinforced keyframe, full sostenuto, patented Humid-A-Seal pinblock, cut thread tuning pins, polyester finish, resin sheet foundation, Polished Ebony. YAMAHA C1	3 EACH	\$26,000.00	\$78,000.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	MICHEAL A. WHITE ALTERNATE 1			STAGERIGHT			THE WOODWIND & BRASSWIND		
			UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE
8	CHORAL RISERS Designed to be incorporated every meaningful advantage: classic black styling, safe, simple setup, lightweight handling, superb stability, strong, quiet performance, easy mobility, long-lasting service, an integrated backrail with safety crossbar, and a full five-year warranty, patented fold-down design allows easy one-person setup, integral backrail with safety crossbar, wing-nut and locking cam-lever step mount provides the safety of bolted construction but lets you reverse steps and create new setup configurations without tools, durable carpeted plywood steps in 18" depth, compact footprint for easy storage WENGER #098B004 BRAND & MODEL:	21 EACH	\$0.00	\$0.00		\$1,420.00	\$29,820.00	B	\$0.00	\$0.00	
9	PORTABLE CART 130 lbs with hard casters, ideal for transporting marching band uniforms, hats, garments, and musical instruments, designed to fit into trailers, semi-trailers and trucks with minimum 6' door height, equipped with removable full-length garment bar and 40 hanger retainer clips, fits through standard 32" door, two locking swivel, non-marking solid rubber or pneumatic casters provide easy maneuverability, bottom shelf stores and transports hats, flags, and instruments, bottom shelf is constructed of 16-gauge steel construction with powder coat paint finish in black, garment bar constructed of 12-gauge round tubing, top of garment bar to top of bottom shelf is 5'-1-1/2", uprights constructed of 16-gauge 1-1/4" round tubing, include slots for adding additional shelves, durable powder coat finish, five-year warranty, shipped assembled. WENGER #210A004 BRAND & MODEL:	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
10	ACOUSTICAL SHELLS Units promote excellent ensemble and enhance acoustical projection toward the audience, largest coverage area of any portable acoustical shell, lifting mechanism requires only six turns to raise shell into full performance position, tapered canopies adjust to 4 possible positions, durable steel framework provides excellent support, aluminum extrusion panel frame to add rigidity, rounded panel corners provide additional safety, counter weights positioned safely behind the shell, honeycomb core panel construction, designed with heavy-duty soft swivel casters for stable rolling and easy positioning, units nest together for compact storage, fits through a standard 3' doorway. WENGER #186E300 BRAND & MODEL:	15 EACH	\$0.00	\$0.00		\$1,618.00	\$24,270.00	B	\$0.00	\$0.00	
AWARD RECOMMENDATION			\$0.00			\$0.00			\$0.00		

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	VALLEY KEYBOARDS			WASHINGTON MUSIC CENTER			WASHINGTON PROFESSIONAL SYSTEMS		
			UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE
1	CONDENSER HEADWORN MICROPHONES Comfortable, latex-free Dynaflex earforms that hide behind the ears, thin-non-reflective wireframe that is easily hidden underneath hair, ultra thin detachable microphone boom mount for right or left positioning, interchangeable frequency response caps, two foam windscreens included, clothing clip for securing cable, corrosion resistant, easy to clean, durable carrying case for protective storage, includes in-line preamplifier. SHURE BETA 53 SUBMINIATURE	36 EACH	\$0.00	\$0.00		\$233.00	\$8,388.00		\$233.00	\$8,388.00	
BRAND & MODEL:											
2	MONITOR SPEAKERS An outstanding utility speaker that can function as a low-profile stage monitor or as a main with a stand, 12" differential drive woofer and 1-1/2" neodymium compression driver boast 400W RMS power handling while the 70 degree x 70 degree horn ensures even distribution of sound, 33 lbs, dual angle pole socket. JBL MRX512M	6 EACH	\$0.00	\$0.00		\$479.00	\$2,874.00		\$474.00	\$2,844.00	A
BRAND & MODEL:											
3	MONITOR SPEAKERS Features an 18" differential drive woofer in a compact cabinet complete with top pole mount, 500W RMS handling, 2000W peak, 72 lbs. JBL #MRX518S	6 EACH	\$0.00	\$0.00		\$479.00	\$2,874.00		\$466.00	\$2,796.00	A
BRAND & MODEL:											
4	MOVABLE LIGHT CONTROLLER RDMS remote DMX addressing, US1TT DMX-512, 16 DMX channels, 4 digit LED display, on board menu settings, 3-pin XLR serial input/output, sound active mode, high luminous-efficiency parabolic reflector. 150 mm Fresnel lens, Lux 28,000 @ 15 degrees @ 2.5M, remote DMX adjustable 15 degrees to 28 degrees beam angle, 8 dichroic filters (plus white, continuous, variable speed, color scrolling in both directions (rainbow effect), 180 degree beam shaper, wide and flat beam can be rotated by 90 degrees, variable speed strobe effect (1-13) flashes per second, pre-set variable/random strobe and dimming pulse effect, dual flag mechanical dimming system, automatic pan/tilt position correction, maximum PAN-movement 630 degrees in 2.0 sec or 540 degrees, maximum TILT movement 265 degrees in 1.5 sec/16 bid, vector mode with blackout, 2 x 1/4 turn fastening Omega clamps. ELATION DESIGN WASH 250	12 EACH	\$0.00	\$0.00		\$1,281.00	\$15,372.00		\$1,281.00	\$15,372.00	A
BRAND & MODEL:											
5	WIRELESS MICROPHONE Wireless Diversity Receiver - Dual Channel Version, 2400 selectable frequencies across 60 MHz bandwidth, 3000 selectable frequencies across 75 MHz bandwidth, track tuning filtering technology, up to 40 preset compatible systems per band, up to 160 systems with multiple bands, networked automatic frequency selection, infrared automatic transmitter sync (including custom group upload), flash memory to store six 60-channel custom frequency groups, audio reference companding, multi-function bit mapped backlit LCD, USB and Ethernet network control and monitoring, remoteable antennas, Condenser Super Cardioid handheld, UR2 Handheld transmitter - switchable RF power, frequency and power lockout, bit-mapped backlit LCD, all metal die-cast construction, up to 8 hours continuous use, infrared automatic transmitter sync, KSM9 - dual diaphragm design switchable polar patterns, advanced two-stage shock mount suspension, proprietary shock mount technology reduces handling noise, black. SHURE UR4S/RU2/KSM9/BETA 87A	18 EACH	\$0.00	\$0.00		\$3,510.00	\$63,180.00		\$3,510.00	\$63,180.00	
BRAND & MODEL:											
6	LIGHTING CONSOLE Designed for controlling moving light and conventional dimmer control for stage, event, production and houses of worship lighting, supports a touch screen monitor for easy programming and user interface, 512 DMX channels, built-in fixture library, 20 page of preset playbacks, color, beam, intensity & focus control with individual fade times, effects generator, cue stack memories with hold and fade times, VGA output, PS2 connections for keyboard and mouse, two dimmable Littlite brand work lamps. LEPRECON LP-X24	3 EACH	\$0.00	\$0.00		\$3,749.00	\$11,247.00		\$3,746.00	\$11,238.00	A
BRAND & MODEL:											
7	BABY GRAND PIANO 6'1" Conservatory Collection, advanced scale design, solid spruce soundboard and ribs, complete tone collector system, dovetail joints, vertically laminated treble bridge with maple cap, duplex scaling, solid copper wound bass strings, aluminum alloy action rails, Yamaha balanced action, spruce keys with hardwood buttons, Ivorite keytops with WPC sharps, premium Yamaha designed hammers with T-fasteners, specially designed hammer shanks, reinforced keyframe pin with adjustable guide, hardwood reinforced keyframe, full sostenuto, patented Humid-A-Seal pinblock, cut thread tuning pins, polyester finish, resin sheet foundation, Polished Ebony. YAMAHA C1	3 EACH	\$24,500.00	\$73,500.00		\$0.00	\$0.00		\$0.00	\$0.00	
BRAND & MODEL:											

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	VALLEY KEYBOARDS			WASHINGTON MUSIC CENTER			WASHINGTON PROFESSIONAL SYSTEMS		
			UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE	UNIT PRICE	TOTAL	EVAL. CODE
8	CHORAL RISERS Designed to be incorporated every meaningful advantage: classic black styling, safe, simple setup, lightweight handling, superb stability, strong, quiet performance, easy mobility, long-lasting service, an integrated backrail with safety crossbar, and a full five-year warranty, patented fold-down design allows easy one-person setup, integral backrail with safety crossbar, wing-nut and locking cam-lever step mount provides the safety of bolted construction but lets you reverse steps and create new setup configurations without tools, durable carpeted plywood steps in 18" depth, compact footprint for easy storage. WENGER #098B004 BRAND & MODEL:	21 EACH	\$0.00	\$0.00		\$2,472.00	\$51,912.00		\$0.00	\$0.00	
9	PORTABLE CART 130 lbs with hard casters, ideal for transporting marching band uniforms, hats, garments, and musical instruments, designed to fit into trailers, semi-trailers and trucks with minimum 6' door height, equipped with removable full-length garment bar and 40 hanger retainer clips, fits through standard 32" door, two locking swivel, non-marking solid rubber or pneumatic casters provide easy maneuverability, bottom shelf stores and transports hats, flags, and instruments, bottom shelf is constructed of 16-gauge steel construction with powder coat paint finish in black, garment bar constructed of 12-gauge round tubing, top of garment bar to top of bottom shelf is 5'-1-1/2", uprights constructed of 16-gauge 1-1/4" round tubing, include slots for adding additional shelves, durable powder coat finish, five-year warranty, shipped assembled. WENGER #210A004 BRAND & MODEL:	3 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
10	ACOUSTICAL SHELLS Units promote excellent ensemble and enhance acoustical projection toward the audience, largest coverage area of any portable acoustical shell, lifting mechanism requires only six turns to raise shell into full performance position, tapered canopies adjust to 4 possible positions, durable steel framework provides excellent support, aluminum extrusion panel frame to add rigidity, rounded panel corners provide additional safety, counter weights positioned safely behind the shell, honeycomb core panel construction, designed with heavy-duty soft swivel casters for stable rolling and easy positioning, units nest together for compact storage, fits through a standard 3' doorway. WENGER #186E300 BRAND & MODEL:	15 EACH	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
AWARD RECOMMENDATION			\$0.00			\$0.00			\$32,250.00		A

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

ITEM #	DESCRIPTION	QTY UNIT	WENGER CORPORATION		
			UNIT PRICE	TOTAL	EVAL. CODE
1	CONDENSER HEADWORN MICROPHONES Comfortable, latex-free Dynaflex earforms that hide behind the ears, thin-non-reflective wireframe that is easily hidden underneath hair, ultra thin detachable microphone boom mount for right or left positioning, interchangeable frequency response caps, two foam windscreens included, clothing clip for securing cable, corrosion resistant, easy to clean, durable carrying case for protective storage, includes in-line preamplifier. SHURE BETA 53 SUBMINIATURE	36 EACH	\$0.00	\$0.00	
BRAND & MODEL:					
2	MONITOR SPEAKERS An outstanding utility speaker that can function as a low-profile stage monitor or as a main with a stand, 12" differential drive woofer and 1-1/2" neodymium compression driver boast 400W RMS power handling while the 70 degree x 70 degree horn ensures even distribution of sound, 33 lbs, dual angle pole socket. JBL MRX512M	6 EACH	\$0.00	\$0.00	
BRAND & MODEL:					
3	MONITOR SPEAKERS Features an 18" differential drive woofer in a compact cabinet complete with top pole mount, 500W RMS handling, 2000W peak, 72 lbs. JBL #MRX518S	6 EACH	\$0.00	\$0.00	
BRAND & MODEL:					
4	MOVABLE LIGHT CONTROLLER RDMS remote DMX addressing, US1TT DMX-512, 16 DMX channels, 4 digit LED display, on board menu settings, 3-pin XLR serial input/output, sound active mode, high luminous-efficiency parabolic reflector, 150 mm Fresnel lens, Lux 28,000 @ 15 degrees @ 2.5M, remote DMX adjustable 15 degrees to 28 degrees beam angle, 8 dichroic filters plus white, continuous, variable speed, color scrolling in both directions (rainbow effect), 180 degree beam shaper, wide and flat beam can be rotated by 90 degrees, variable speed strobe effect (1-13) flashes per second, pre-set variable/random strobe and dimming pulse effect, dual flag mechanical dimming system, automatic pan/tilt position correction, maximum PAN-movement 630 degrees in 2.0 sec or 540 degrees, maximum TILT movement 265 degrees in 1.5 sec/16 bid, vector mode with blackout, 2 x 1/4 turn fastening Omega clamps. ELATION DESIGN WASH 250	12 EACH	\$0.00	\$0.00	
BRAND & MODEL:					
5	WIRELESS MICROPHONE Wireless Diversity Receiver - Dual Channel Version , 2400 selectable frequencies across 60 MHz bandwidth, 3000 selectable frequencies across 75 MHz bandwidth, track tuning filtering technology, up to 40 preset compatible systems per band, up to 160 systems with multiple bands, networked automatic frequency selection, infrared automatic transmitter sync (including custom group upload), flash memory to store six 60-channel custom frequency groups, audio reference expanding, multi-function bit mapped backlit LCD, USB and Ethernet network control and monitoring, remoteable antennas, Condenser Super Cardioid handheld, UR2 Handheld transmitter - switchable RF power, frequency and power lockout, bit-mapped backlit LCD, all metal die-cast construction, up to 8 hours continuous use, infrared automatic transmitter sync, KSM9 - dual diaphragm design switchable polar patterns, advanced two-stage shock mount suspension, proprietary shock mount technology reduces handling noise, black. SHURE UR4S/RU2/KSM9/BETA 87A	18 EACH	\$0.00	\$0.00	
BRAND & MODEL:					
6	LIGHTING CONSOLE Designed for controlling moving light and conventional dimmer control for stage, event, production and houses of worship lighting, supports a touch screen monitor for easy programming and user interface, 512 DMX channels, built-in fixture library, 20 page of preset playbacks, color, beam, intensity & focus control with individual fade times, effects generator, cue stack memories with hold and fade times, VGA output, PS2 connections for keyboard and mouse, two dimmable Litlite brand work lamps. LEPRECON LP-X24	3 EACH	\$0.00	\$0.00	
BRAND & MODEL:					
7	BABY GRAND PIANO 6'1" Conservatory Collection, advanced scale design, solid spruce soundboard and ribs, complete tone collector system, dovetail joints, vertically laminated treble bridge with maple cap, duplex scaling, solid copper wound bass strings, aluminum alloy action rails, Yamaha balanced action, spruce keys with hardwood buttons, Ivorite keytops with WPC sharps, premium Yamaha designed hammers with T-fasteners, specially designed hammer shanks, reinforced keyframe pin with adjustable guide, hardwood reinforced keyframe, full sostenuto, patented Humid-A-Seal pinblock, cut thread tuning pins, polyester finish, resin sheet foundation, Polished Ebony. YAMAHA C1	3 EACH	\$0.00	\$0.00	
BRAND & MODEL:					

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
10-171, PERFORMANCE/PRODUCTION EQUIPMENT FOR THE NEW PERFORMING ART CENTERS
BID TABULATION

		WENGER CORPORATION			
ITEM #	DESCRIPTION	QTY UNIT	UNIT PRICE	TOTAL	EVAL. CODE
8	CHORAL RISERS Designed to be incorporated every meaningful advantage: classic black styling, safe, simple setup, lightweight handling, superb stability, strong, quiet performance, easy mobility, long-lasting service, an integrated backrail with safety crossbar, and a full five-year warranty, patented fold-down design allows easy one-person setup, integral backrail with safety crossbar, wing-nut and locking cam-lever step mount provides the safety of bolted construction but lets you reverse steps and create new setup configurations without tools, durable carpeted plywood steps in 18" depth, compact footprint for easy storage. WENGER #098B004	21 EACH	\$1,640.00	\$34,440.00	A
BRAND & MODEL:					
9	PORTABLE CART 130 lbs with hard casters, ideal for transporting marching band uniforms, hats, garments, and musical instruments, designed to fit into trailers, semi-trailers and trucks with minimum 8' door height, equipped with removable full-length garment bar and 40 hanger retainer clips, fits through standard 32" door, two locking swivel, non-marking solid rubber or pneumatic casters provide easy maneuverability, bottom shelf stores and transports hats, flags, and instruments, bottom shelf is constructed of 16-gauge steel construction with powder coat paint finish in black, garment bar constructed of 12-gauge round tubing, top of garment bar to top of bottom shelf is 5'-1-1/2", uprights constructed of 16-gauge 1-1/4" round tubing, include slots for adding additional shelves, durable powder coat finish, five-year warranty, shipped assembled. WENGER #210A004	3 EACH	\$895.00	\$2,685.00	A
BRAND & MODEL:					
10	ACOUSTICAL SHELLS Units promote excellent ensemble and enhance acoustical projection toward the audience, largest coverage area of any portable acoustical shell, lifting mechanism requires only six turns to raise shell into full performance position, tapered canopies adjust to 4 possible positions, durable steel framework provides excellent support, aluminum extrusion panel frame to add rigidity, rounded panel corners provide additional safety, counter weights positioned safely behind the shell, honeycomb core panel construction, designed with heavy-duty soft swivel casters for stable rolling and easy positioning, units nest together for compact storage, fits through a standard 3' doorway. WENGER #186E300	15 EACH	\$1,870.00	\$28,050.00	A
BRAND & MODEL:					
AWARD RECOMMENDTION			\$65,175.00		A

EXHIBIT _____

10-171, PERFORMANCE/PRODUCTION EQUIPMENT

7552 74-2917729
ADVANCED COMMUNICATION & CABLI
6318 HARWICK STREET
CORPUS CHRISTI, TX 78417

7391 74-2967307
ALL AMERICAN SECURITY L.L.C.
1016 SOUTH CLOSNER
EDINBURG, TX 78504

9584
APRISA TECHNOLOGY, LLC
24 LUMBER ROAD
SUITE #101
ROSLYN, NY 11576

382 1-74-12599015
AUDIO VISUAL AIDS CORP
2903 NORTH FLORES STREET
SAN ANTONIO, TX 78212

5506 76-0383585
AVANTAGE SYSTEMS DESIGN INC
4913 PALMETTO ST
BELLAIRE, TX 77401

432 74-2136365
AVES AUDIO VISUAL SYSTEMS INC
P.O. BOX 500
SUGAR LAND, TX 77487

3497 13-2768071
B & H PHOTO-VIDEO INC
420 NINTH AVENUE
NEW YORK, NY 10001

6 39-168-8999
C & H DISTRIBUTORS INC
770 SOUTH 70th STREET
P.O. BOX 14770
MILWAUKEE, WI 53214

605 742560511
CHERIJONS MUSIC STORE
317 S. "H" STREET
HARLINGEN, TX 78550-6004

2545 74-2450377
DAVE'S PIANO SERVICE
P O BOX 804
811 ALVAREZ ROAD
RIO GRANDE CITY, TX 78582-0804

2537 437-76-7342
GOODE'S PIANO SERVICE
P.O. BOX 2914
MCALLEN, TX 78502-2914

3592 75-0884353
GOODDEN'S MUSIC EDUCATORS SUPP
P.O. BOX 560085
DALLAS, TX 75356-0085

1920 17415986326
HOLZE MUSIC COMPANY
1210 LAKE AIR DRIVE
PH DISC/ SEE NOTES**
WACO, TX 76710

1828 391137295
INTERSTATE MUSIC
13819 WEST NATIONAL AVENUE
NEW BERLIN, WI 53151

2535 59-1789043
KEMPKE'S MUSIC SERVICE
101 GORDON STREET
SANFORD, FL 32771

470 742342251
KEN BRIDGES AUDIO VIDEO
P.O. BOX 3041
CORPUS CHRISTI, TX 78404

8382 20-1707206
LEVINGTON & ASSOCIATES INC.
1418 BEECH AVENUE. SUITE 118
**PH/FAX DISC/NO UPDATE ON YP*
MCALLEN, TX 78501

602 74-1681112
MELHART MUSIC CENTER
3325 NORTH 10TH STREET
MCALLEN, TX 78501

8947
MUSICIAN'S FRIEND, INC.
P.O. BOX 4370
MEDFORD, OR 97501-0168

105 22-2482884
NATIONAL AUDIO VISUAL SUPPLY
ROUTE 121 EAST
P.O. BOX 116
GRAFTON, VT 05146-0116

4208
NATIONAL ARION FOUNDATION
P.O. BOX 1003
ELKHART, IN 46515

603 22-1665623
NATIONAL EDUCATIONAL MUSIC
1181 U.S. ROUTE 22
BOX 1130
MOUNTAINSIDE, NJ 07092

EXHIBIT _____

10-171, PERFORMANCE/PRODUCTION EQUIPMENT

448 22-193-4037
STAGE ACCENTS
234 INDUSTRIAL PARKWAY
NORTHVALE, NJ 07647

215 38-2513133
STAGERIGHT CORPORATION
495 PIONEER PARKWAY
CLARE, MI 48617

613 1742436582
VALLEY KEYBOARDS INC
900 HARVEY DRIVE
MCALLEN, TX 78501

1173 41-0759858
WENGER CORPORATION
555 PARK DRIVE
P O BOX 448
OWATONNA, MN 55060-0448

4898 42-0737247
WEST MUSIC
P.O. BOX 5521
CORALVILLE, IA 52241

2049 93-1235414
WOODWIND & BRASSWIND
4004 TECHNOLOGY DRIVE
SOUTH BEND, IN 46628

Vendors Printed: 28

EXHIBIT _____

APPROVAL OF BID 10-203, WORKSTATIONS FOR EDINBURG NORTH, CLASSROOM 120 FOR CAREER AND TECHNICAL EDUCATION

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the lowest Texas Multiple Award Schedules quote, for the workstations, which are indicated in the attached quote as being the most favorable and advantageous to the District.

Rationale

Workstations purchased through the Texas Multiple Award Schedules (TXMAS) meet all bidding requirements. Texas Wilson has been awarded a contract that is available to the Edinburg CISD. This bid provides furniture to replace computer tables and chairs for Edinburg North Classroom Number 120 for Career and Technical Education.

User Department

This item was requested by Griselda Quintanilla, Career and Technical Education Department.

Budgetary Information

Total Award Recommendation **\$29,100.98**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
162-11-6397-00-003-022-044	Fixed Assets	91,389.00	54,005.34	552.00	36,831.66
TOTAL		91,389.00	54,005.34	552.00	36,831.66

Resource Personnel

Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Maria Luisa Guerra	Griselda Quintanilla	Amaro Tijerina
Kay W. Green		

Board Policy Reference

This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: 
Griselda Quintanilla, Coordinator for Career & Tech. Dept

Approved by: 
Maria Luisa Guerra, Asst. Supt. for Instruction/Support Services

Within Budgetary Allocations: 
Sylvia D. Garcia, Director of Finance

Approved by: 
Rigoberto V. Abrego, Assist. Supt. for Finance/Operations

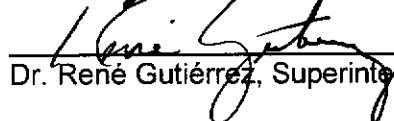
Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT C, PAGE(S) 1-4

Notes for Bid Tabulation
BID 10-203, Workstations for ECISD North Classroom 120
August 10, 2010

1. **USER DEPARTMENT:** This bid was requested by the Career and Technical Education Department. Mrs. Griselda Quintanilla will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a single time purchase.
3. **STATE QUOTE EVALUATION:** These quotes were evaluated by Griselda Quintanilla. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Purchasing will prepare purchase orders following the Board of Trustees Bid approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** None purchased last year.
Purchased in June, 2010 for different classrooms **\$79,681.36**
6. **TOTAL ESTIMATED AWARD RECOMMENDATION:** **\$29,100.98**

ITEM DESCRIPTION	VENDOR	ESTIMATED AWARD AMOUNT
Workstations	Texas Wilson	29,100.98
	GRAND TOTAL	29,100.98

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
89474	6/9/2010		EDIN10	JOHN YOCHER	

QUOTE TO: ACCOUNTS PAYABLE
EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
P.O. BOX 990
Edinburg, TX 78539

SHIP TO: Sonia Seeds
EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
P.O. BOX 990
Edinburg, TX 78539

P: 956.289.2300 X2097
F: 956.316.3728

P: 956.289.2422

Terms: DUE UPON RECEIPT

ECISD North Classroom 12C

Line	Quantity	Catalog No. / Description	Unit Price	Extended Amount
		STEELCASE TXMAS CONTRACT NUMBER: TXMAS-7-7110410-6 EXPIRATION DATE: MARCH 31, 2012 TIN# 17428480804 CONTRACTOR/ORDERING/REMIT TO ADDRESS: TEXAS WILSON OFFICE FURNITURE & SERVICES 6812 FAIRGROUNDS PKWY SAN ANTONIO, TX 78238		
1	12	321701 COALESSE Receptacle-Vecta, Circuit 1, Systems Ground,3+1 Tag For: 1	8.84	106.08
2	12	321702 COALESSE Receptacle-Vecta, Circuit 2, Systems Ground,3+1 Tag For: 2	8.84	106.08
3	6	321703 COALESSE Receptacle-Vecta, Circuit 3, Systems Ground,3+1 Tag For: 3	8.84	53.04
4	15	321772 COALESSE Juice-Vecta, 72L, 3+1	454.48	6,817.20
5	3	321793 COALESSE Base Power In-Vecta, Modular 3+1	109.72	329.16

ACCEPTED BY

TITLE

DATE

EXHIBIT _____

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
89474	6/8/2010		EDIN10	JOHN YOICHEM	

Line	Quantity	Catalog No. / Description	Unit Price	Extended Amount
	Tag For: 6			
6	3	321796 COALESSE Wall and Floor Plate-Vecta, 3+1	34.84	104.52
	Tag For: W-F			
7	15	464956 COALESSE Table-Runner, Rectangular, 24x72, 1 1/4 Thick, 281/2h, L Base, Fixed BASE :7268 TUX TEXTURE (0455) BEZEL :7268 TUX TEXTURE (0455) EDGE :6000 BLACK EDGETYPE:RNRV RUNNER VINYL EDGE LEG :7268 TUX TEXTURE (0455) MOD PNL :NOXX NO / NONE TOP :290A SPECIAL LAMINATE GRADE 1(T098) STEELCASE INC Laminate: 2412 -Natural Cherry OPTIONS * * OPTIONS * * GROMMETS *OPT:GROMMETS NONE STD:NONE	336.94	5,054.10
	Tag For: 72/24			
8	30	CPRCCL DETAILS Vertical Locking CPU Cradle	79.16	2,374.80
9	30	SS20JP106F DETAILS Standard Stella, 20" Track, Jules Platform, With Standard Foam Palm Rest BASIC :6288 CHARCOAL	162.73	4,881.90
	Tag For: SKB/19			
10	30	490410UC STEELCASE Chair-Move, No Arm, Upholstered Back, Caster FRAME :7239 MIDNIGHT SHELL :6259 MIDNIGHT(SOLAR BLACK UPHLSTRY:5A27 BLACK OPTIONS * * OPTIONS * * CASTER *OPT:CASTERS SOFT CST SOFT CASTERS OPT ACC *OPT:OPTIONAL ACCESSORIES	154.37	4,631.10
	Tag For: MOVE			
11	1	INSTALLATION TEXAS Labor to deliver, unload and install the product at the customer's site. The following assumptions apply and anything outside of the standard scope may result	4,643.00	4,643.00

ACCEPTED BY _____

TITLE _____

DATE _____

EXHIBIT _____

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
89474	6/8/2010		EDINIC	JOHN YOCHER	

Line	Quantity	Catalog No. / Description	Unit Price	Extended Amount
		in additional installation fees.		
		Assumptions: delivery and installation during normal business hours on non-holidays with no stair carries. Installation is to be completed in one phase. All cabling and electrical hookups are to be provided by the customer. Installation site shall be clear of all other trades. Customer to provide a product staging area.		
			Sub Total	29,100.98
				ACTUAL
			TEXAS NON-TAXABLE	0.00
			Grand Total	29,100.98
		*****End of Quotation*****		

ACCEPTED BY _____ **TITLE** _____ **DATE** _____

EXHIBIT _____

APPROVAL OF RFP 10-159, AUTOMATION SOLUTION FOR SPECIAL EDUCATION

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the contract for Automation Solution as requested by the Special Education Department as being the most favorable and advantageous to the Edinburg CISD.

Rationale

The administration sought Statement of Proposals for Automation Solutions. RFP's opening was held at the Business Office Building on June 2, 2010 at 3:30 P.M. where six (6) proposals were submitted. Special Education Manager (SEM) is a web-based application used by numerous local school districts (Harlingen, PSJA, Sharyland, and Mission) to manage data for special education students. SEM is a reliable and secure vendor hosted application. Training may be conducted in August/September 2010 and a transition from the current system to the SEMs system will begin shortly thereafter. Over five hundred school districts in the State of Texas are using SEM. SEMs reporting and customization features are well-developed. It will be utilized by special education teachers, assessment personnel, speech pathologists, and special education administrators districtwide.

User Department

This item was requested by Special Education Department.

Budgetary Information

Award Recommendation **\$88,140.00**

ACCOUNT	APPROPRIATION	ENCUMBRANCE	EXPENDITURE	BALANCE
283-31-6645-00-810-023-000	400,000.00	0.00	0.00	400,000.00
TOTAL	400,000.00	0.00	0.00	400,000.00

* To include next years budget, if approved by the Board.

Resource Personnel

Dr. René Gutiérrez	Maria Luisa Guerra	Amaro Tijerina
Rigoberto V. Abrego	Socorro Sandoval	Kay W. Green
Sylvia D. Garcia	Eduardo Javier Moreno	

Board Policy Reference and Compliance

This is in compliance and in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: *Socorro Sandoval*
Socorro Sandoval, Interim Director of Special Education

Approved by: *Eduardo Javier Moreno*
Eduardo Javier Moreno, Director of Technology

Approved by: *Maria Luisa Guerra*
Maria Luisa Guerra, Asst. Supt. For Instruction/Support Ser

Within Budgetary Allocations: *Sylvia D. Garcia*
Sylvia D. Garcia, Director of Finance

Approved by: *Rigoberto V. Abrego*
Rigoberto V. Abrego, Asst. Supt. Finance/Operations

Recommended by: *René Gutiérrez*
Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
Bid 10-159 Automation Solution for Special Education
August 10, 2010

1. **USER DEPARTMENT:** These Services were requested by the Special Education Department. Socorro Sandoval will be present to answer any detailed questions regarding this RFP.
2. **TYPE OF CONTRACT:** This is a term contract beginning September 11, 2010 or soon thereafter and ending August 31, 2011.
3. **ORDERING INFORMATION:** Special Education Department will prepare purchase orders following Board of Trustee approval.
4. **WAS NOT PURCHASED LAST YEAR:**

AWARD RECOMMENDATION: \$88,140.00

VENDOR	RECOMMENDED AWARD
GG Consulting, LLC 175 Pawnee Drive Boulder, CO 80303 Contact: Gary Guber PH: 888-442-6751 FX: 303-499-2797	
ESTIMATED TOTAL	\$88,140.00

FIVE YEAR COST ANALYSIS, REFERENCES , AND EVALUATIONS

5 Year Application Cost Assessment						
	Year 1	Year 2	Year 3	Year 4	Year 5	5 YR TOTAL
SEAS	98,000	28,500	28,500	28,500	28,500	212,000
SEM	88,140	36,040	36,040	36,040	36,040	232,300
MAX	86,840	41,900	41,900	41,900	41,900	254,440
SPECTRUM	133,300	55,050	55,050	55,050	55,050	353,500
ESPED	95,600	90,000	90,000	90,000	90,000	455,600
SUNGUARD	145,352	41,760	41,760	41,760	41,760	312,392

REFERENCES	SEAS				SEM		
	ALVIN ISD	DAYTON ISD	CONROE ISD	SHARYLAND	HARLINGEN	MISSION	
HOSTED	✓	✓	✓	✓	✓	✓	
USER FRIENDLY	✓	✓	✓	✓	✓	✓	
MEET ALL SPED DOC NEEDS	✓	✓	use own forms	✓	✓	✓	
SPANISH FORMS				✓	✓	✓	

EVALUATORS:	1st Choice	2nd Choice	3rd Choice
Linda Beltran, LSSP	SEM	SEAS	Spectrum
Belinda Garza, Diagnostician	SEM		
Carmen Lopez, Diagnostician	SEM	SEAS	Spectrum
Neva Risica, Diagnostician	SEM	SEAS	Maximus
Pat Salinas, Diagnostician	SEM	SEAS	Maximus
Esther Moralez, Diagnostician	SEM		
Berta Valle, Speech Pathologist	SEM		
Loretta Laws, Sp. Ed. Teacher	SEM		
Debbie Cobos, Sp. Ed. Teacher	SEM		
Bianca R. Floy, Sp. Ed. Supervisor	SEM		
Socorro Sandoval, Sp. Ed. Supervisor	SEM		
Alida Suarez, Sp. Ed. Supervisor	SEM		

**GG Consulting, LLC
Revised Pricing for
Edinburg CISD**

Option 1 - ASP

i-Suite can be configured to meet ECISD's specific needs and preferences, with all modules and features priced individually as described below. This pricing is based on an ASP model with 100 concurrent user licenses.

<u>Software license costs (w/any optional modules itemized)</u>	<u>License (Year 1)</u>	<u>Annual Maintenance (Years 2 & Beyond)</u>
1. Special Education Manager (SEM) including ARDs, Supplements, IEP Writer, Goals & Objectives, Administrative Reports, FIE Writer, Transition, Referral forms, & Spanish forms.	\$73,640	\$34,040
2. Texas Test Results Reader (Optional module)	\$ 1,500	\$1,500
3. Student Services & Medicaid Manager including 4 days of training (Optional module)	\$18,450	\$11,850
4. Central Student Management (ITCCS) Linkage Download (Optional feature)	\$ 500	\$500
5a. Student Assistance Administration System Complete (SAT, RTI, 504, GT, LPAC, SSI, PGP, At-Risk, Behavior Analysis. Includes 8 days of training) (Optional module)	\$106,625	\$44,475
5b. RTI/SAT Modules only including 5 days of training (Optional module)	\$54,963	\$22,988
5c. 504 Module only including 3 days of training (Optional module)	\$30,598	\$13,633
5d. LPAC Module only including 3 days of training (Optional module)	\$30,598	\$13,633
Total Software Costs (Items 1, 2, & 4)	\$75,640	\$36,040
6. Implementation Costs for SEM	\$0	\$0
7. Conversion Costs for SEM	\$800	\$0
8. Training Costs for SEM (1 day planning, 6 days ARD training, 60 manuals, 2 days IEP training, 2 days follow-up training)	\$11,700	\$0
9. PEIMS Linkage Setup (Required if this feature is selected)	\$0	\$0
10. Additional Training Days (Optional by district request)	\$900 per day plus expenses	\$900 per day plus expenses
Total Services (Items 6, 7, 8, & 9)	\$12,500	\$0
Total Combined Costs	\$88,140	\$36,040

* Training fees do not include travel expenses which are billed to the district upon completion of the training. Training expenses are estimated to be \$300 per day.

10-159, AUTOMATION SOLUTION FOR SP ED

2588
800-SOFTWARE
1003 CANAL BLVD
RICHMOND, CA 94804-8517

7708
ALEJANDRO ARREGUIN
1901 CONVENT AVE
LAREDO, TX 78040

7702
ANTHONY COVACEVICH
401 SOUTH GATE CIRCLE
WESLACO, TX 78596

7699
CLARENCE UPCHURCH
5700 SOUTH STAPLES
SUITE F5
CORPUS CHRISTI, TX 78413

7667
CLEARIS CORPORATION
9600 GREAT HILLS TR
AUSTIN, TX 78759

7199 71-0775982
COMPUTER AUTOMATION SYSTEMS
P.O. BOX 590
MOUNTAIN HOME, AR 72654

5403
DATABASE PRO
9632 HAMILTON AVE.
SUITE H4
HUNTINGTON BEACH, CA 92646

7668
DATABASE SECURITY & OPTIMIZATI
9228 LIMONCILLO DR
AUSTIN, TX 78750

7669
DATAWISE INFORMATION TECH
1824 EAST OLTORF STREET
SUITE #200
AUSTIN, TX 78741-4015

7697
DAVID L. GOMEZ
PO BOX 534075
HARLINGEN, TX 78553

7701
DAVID LEE WALKER
6622 SAHARA DR
CORPUS CHRISTI, TX 78412

7694
DOUGLAS W. DARR
12542 RIVA RIDGE LANE
HOUSTON, TX 77071

7704
EDGAR R FARRERA
5509 SAFARI DR
CORPUS CHRISTI, TX 78411

9428
ESPED.COM, INC.
6 RIVERSIDE DRIVE
ANDOVER, MA 01810

7722 84-1349233
GG CONSULTING LLC
175 PAWNEE DRIVE
BOULDER, CO 80303

7706
HUXLEY TC SMITH
1913 THAMES DRIVE
CORPUS CHRISTI, TX 78412

Handwritten initials/signature

10-159, AUTOMATION SOLUTION FOR SP ED

7671
 INFORMATION BUILDERS INC.
 10375 RICHMON AVENUE
 SUITE #1400
 HOUSTON, TX 77099

1944 76-0339770
 INTERNATIONAL LEADING TECH
 10700 RICHMOND AVENUE
 SUITE #203
 HOUSTON, TX 77042

7709
 JUAN J MOLANO, JR.
 2502 IRWIN DRIVE
 LAREDO, TX 78045

9564
 MAXIMUS CONSULTING SER, INC
 11419 SUNSET HILLS ROAD
 RESTON, VA 20190

7670
 MIGRATION SPECIALIST INC
 9101 BURNET RD, SUITE 212
 MAIL RETURNED SEE NOTES**
 AUSTIN, TX 78458

4844
 QA SYSTEMS, INC
 5000 BURLESON RD.
 AUSTIN, TX 78744

9498
 SLI DESIGN INC.
 10200 KATY FREEWAY
 HOUSTON, TX 77043

9426
 SUNGARD PUBLIC SECTOR
 3 WEST BROAD STREET
 BETHLEHEM, PA 18018

7901
 INTEGRATED MARKETING SYSTEMS
 945 HORNBLEND STREET
 SUITE G
 SAN DIEGO, CA 92109

7700
 JESSICA PIAZZA
 925 E HIGHWAY 80
 BOX 102-B
 SAN MARCOS, TX 78666

7703
 KENNETH OTTEN
 6100 RICHMOND AVE
 #110
 HOUSTON, TX 77057

9360
 MICHAEL IMBIMBO, INC.
 16500 SAN PEDRO
 SUITE #235
 SAN ANTONIO, TX 78232

7674
 PAPERLESS SOLUTIONS OF TEXAS
 467 VALLEY DRIVE
 MOODY, TX 76557

7705
 RODOLFO R MOLINA, JR. AIA
 608 SOUTH 12TH STREET
 MCALLEN, TX 78501

9415
 SPECTRUM K12 SCHOOL SOLUTIONS
 901 DULANEY VALLEY ROAD
 SUITE #800
 TOWSON, MD 21204

7707
 SUSAN J COREY
 PO BOX 3156
 CORPUS CHRISTI, TX 78463

210-861-9323

10-159, AUTOMATION SOLUTION FOR SP ED

1650 1-74-2817750900
SYSTEMS DESIGN
3838 W.O.W. ROAD
SUITE B
CORPUS CHRISTI, TX 78413

7696
TERESA L. DARR, AIA
12542 RIVA RIDGE LANE
HOUSTON, TX 77071

7672
TEXAS APPLICATIONS SPECIALISTS
2915 HOLLOW CREEK
HOUSTON, TX 77082

7675
US TECH
1236 SAN JACINTO MALL
SAN ANGELO, TX 77521

7695
WILLIAM T WINNING, III
9943 SAGEBUD LANE
HOUSTON, TX 77089

Vendors Printed: 37

CLASS - ITEM
906 - 67

APPROVAL OF RFP 10-175, STUDENT PICTURE SERVICES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the term bid for the Student Picture Services which is indicated in the attached bid tabulation.

Rationale

Administration sought competitive sealed bids on the above mentioned proposal for the school district. Bid opening was held at the Business Office Building on June 16, 2010 at 3:30 P.M. where eleven (11) proposals were received, opened, and read aloud. Please see the attached bid tabulation where the bid most favorable and advantageous to the district.

These vendors shall be used District Wide for any and all types of pictures. Picture sessions to include Senior Portraits, Senior Cap & Gown, Kinder Graduation, Athletics, etc. These vendors shall be used for on-site and off-site photo sessions.

Paperwork Impact

This will not generate additional paperwork for the District.

Budgetary Information

The Edinburg CISD will not require appropriated funds to cover the procurement of these items in the 2010-2011 school budget. Parents will be purchasing with personal funds.

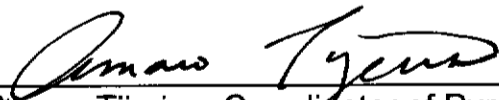
Resource Personnel

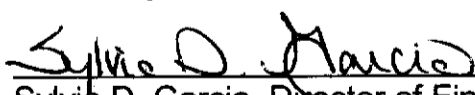
Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

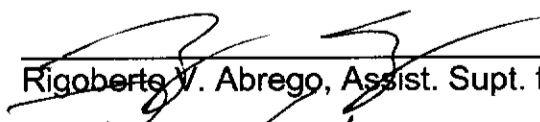
Amaro Tijerina
Claudina E. Longoria

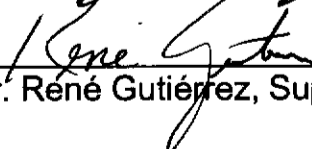
Board Policy Reference

This is in accordance with the TASB Local Policy CH, Purchasing Bidding Requirements.

Requested by: 
Amaro Tijerina, Coordinator of Purchasing

Within Budgetary Allocations : 
Sylvia D. Garcia, Director of Finance

Approved by: 
Rigoberto V. Abrego, Assist. Supt. for Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
RFP 10-175, Student Pictures
August 10, 2010

1. **USER DEPARTMENTS:** This bid will be used by the whole district for the purchase of student pictures.
2. **TERM BID:** This bid is a term bid beginning July 1, 2010 or soon thereafter and ending June 30, 2011.
3. **BID EVALUATION:** This bid was evaluated by the Purchasing Department.
4. **ORDERING INFORMATION:** The prices will be available to all the district campuses and departments who will be placing orders directly from the awarded primary vendors. Parents will be responsible to turn in money to the student's teacher/coach. Teacher/coach will be responsible to turn in the money to the campus secretary/bookkeeper. Campus secretary/bookkeeper will be responsible to generate a report on total collected from each teacher/coach and turn in money to the vendor. Once vendor has the picture money, they will be responsible to submit the commission check, if applicable, to the campus within one week after receipt of money.
5. **UNIT PRICES:** The unit prices will remain the same for the term of the contract.
6. **TYPE OF BID:** This bid is for student picture services only.
7. **AWARD RECOMMENDATION:**

Adrian's Photo
3421 W. US Hwy 83, STE #5
McAllen, TX 78501
CONTACT: Adrian Rodriguez
PH: 668-6889
FX: 688-6995

Alamo Photo Center
819 Main Street
Alamo, TX 78516
CONTACT: Guadalupe Rocha
PH: 787-1831
FX: 787-5367

Classic Images
606 Golden Drive
Pharr, TX 78577
CONTACT: Raymond Jesse Garcia
PH: 702-3199, 460-1776
FX: 702-8199

Color Portraits, Inc.
401 Cornell Ave.
Barrington, IL 60010
CONTACT: Deborah Zucco
PH: 888-382-7505, ext. 316
956-648-4911
FX: 847-382-4835

Johnny Joe's Productions
2119 E. David Rd
Edinburg, TX 78542
CONTACT: Johnny Joe Alvarez
PH: 383-7300

LifeTouch
5541 Bear Lane #111
Corpus Christi, TX 78485
CONTACT: Don Cooper
PH: 800-893-3482
FX: 361-289-1250

Strawbridge Studios, Inc.
PO Box 610
Beeville, TX 78104
CONTACT: Christie T. Bryant
PH: 800-299-1626
FX: 361-358-3187

Team-Pic Photography
PO Box 4833
McAllen, TX 78502
CONTACT: Jaime R. Guerra
PH: 630-4726
CELL: 451-0769

Trevino's Digital
1101 N. Cage, STE C-5
Pharr, TX 78577
CONTACT: Joe G. Trevino
PH: 783-5274
FX: 781-8044

Trevino's Photography
1101 N. Cage, STE C-3
Pharr, TX 78577
CONTACT: Hector Trevino, Jr.
PH: 781-5274
FX: 781-8044

Texas Photo Solutions
813 E. Esperanza
McAllen, TX 78501
CONTACT: Peggy Trom
PH: 686-6298
FX: 686-7244

EXHIBIT _____

Edinburg Consolidated Independent School District
RFP 10-175, Student Picture Services
TABULATION

PACKAGES	ADRIAN'S PHOTOGRAPHY	ALAMO PHOTO CENTER	CLASSIC IMAGES	COLOR PORTRAITS	JOHNNY JOE'S	LIFETOUCH	STRAWBRIDGE STUDIOS, INC	TEAM-PIC PHOTOGRAPHY	TREVINO'S DIGITAL	TREVINO'S PHOTOGRAPHY	TEXAS PHOTOGRAPHY SOLUTIONS
SENIOR PORTRAITS/SENIOR CAP & GOWN											
PACKAGE A 1 - 10 x 13 2 - 8 x 10 2 - 5 x 7 4 - 3 x 5 16 - wallets	\$60.00	\$40.00	\$60.00	\$0.00	\$67.00	\$55.00	\$35.00	\$0.00	\$55.00	\$58.00	\$72.00
PACKAGE B 1 - 10 x 13 1 - 8 x 10 4 - 5 x 7 4 - 3 x 5 8 - wallets	\$55.00	\$35.00	\$55.00	\$0.00	\$57.00	\$50.00	\$30.00	\$0.00	\$50.00	\$52.00	\$53.00
PACKAGE C 1 - 8 x 10 2 - 5 x 7 4 - 3 x 5 16 - wallets	\$45.00	\$25.00	\$45.00	\$0.00	\$40.00	\$45.00	\$25.00	\$0.00	\$39.00	\$40.00	\$47.00
PACKAGE D 1 - 8 x 10 4 - 3 x 5 16 - wallets	\$40.00	\$20.00	\$40.00	\$0.00	\$33.00	\$30.00	\$20.00	\$0.00	\$35.00	\$37.00	\$42.00
PACKAGE E 2 - 5 x 7 4 - 3 x 5 8 - wallets	\$30.00	\$15.00	\$30.00	\$0.00	\$33.00	\$25.00	\$16.00	\$0.00	\$27.00	\$28.00	\$33.00
PACKAGE F 4 - 3 x 5 8 - wallets	\$25.00	\$10.00	\$25.00	\$0.00	\$18.00	\$18.00	\$12.00	\$0.00	\$20.00	\$14.00	\$26.00
INDIVIDUAL PRICING PER SHEET <small>(Available for purchase separately without a package, unless specified in RFP. Contact Purchasing for details.)</small>											
1 - 10 x 13	\$35.00	\$18.00	\$25.00	\$0.00	\$21.00	\$20.00	\$16.00	\$0.00	\$18.00	\$14.00	\$24.00
1 - 8 x 10	\$25.00	\$15.00	\$15.00	\$0.00	\$12.00	\$12.00	\$14.00	\$0.00	\$15.00	\$10.00	\$18.00
2 - 5 x 7	\$20.00	\$15.00	\$15.00	\$0.00	\$12.00	\$12.00	\$12.00	\$0.00	\$15.00	\$10.00	\$18.00
4 - 3 x 5	\$20.00	\$15.00	\$15.00	\$0.00	\$12.00	\$12.00	\$12.00	\$0.00	\$15.00	\$10.00	\$18.00
8 - wallets	\$20.00	\$15.00	\$15.00	\$0.00	n/a	\$12.00	\$12.00	\$0.00	\$15.00	\$10.00	\$18.00
16 - mini wallets	\$0.00	\$10.00	\$10.00	\$0.00	\$4.00	\$5.00	\$7.00	\$0.00	n/a	\$6.00	\$12.00
1 - Personalization Retouch Option	\$10.00	\$15.00	\$10.00	\$0.00	\$12.00	\$12.00	\$10.00	\$0.00	\$12.00	\$12.00	\$9.00
					Personalization & Retouch option pricing is in addition to package price		Blemishes only				

EXHIBIT

Edinburg Consolidated Independent School District
RFP 10-175, Student Picture Services
TABULATION

PACKAGES	ADRIAN'S PHOTOGRAPHY	ALAMO PHOTO CENTER	CLASSIC IMAGES	COLOR PORTRAITS	JOHNNY JOE'S	LIFETOUCH	STRAWBRIDGE STUDIOS, INC	TEAM-PIC PHOTOGRAPHY	TREVINO'S DIGITAL	TREVINO'S PHOTOGRAPHY	TEXAS PHOTOGRAPHY SOLUTIONS
FALL INDIVIDUAL											
PACKAGE A											
1- 10 x 13	\$40.00	\$40.00	\$60.00	\$38.10	\$67.00	\$32.00	\$35.00	\$0.00	\$32.00	\$55.00	\$35.00
2- 8 x 10											
2- 5 x 7											
4- 3 x 5											
16 - Wallets											
PACKAGE B											
1- 10 x 13	\$35.00	\$35.00	\$55.00	\$35.65	\$57.00	\$29.00	\$30.00	\$0.00	\$28.00	\$52.00	\$30.00
1- 8 x 10											
4- 5 x 7											
4- 3 x 5											
8 - Wallets											
PACKAGE C											
1- 8 x 10	\$25.00	\$25.00	\$45.00	\$28.30	\$40.00	\$24.00	\$25.00	\$0.00	\$24.00	\$40.00	\$25.00
2- 5 x 7											
4- 3 x 5											
16 - Wallets											
PACKAGE D											
1- 8 x 10	\$20.00	\$20.00	\$40.00	\$25.40	\$33.00	\$16.00	\$20.00	\$0.00	\$20.00	\$37.00	\$19.00
4- 3 x 5											
16 - Wallets											
PACKAGE E											
2- 5 x 7	\$15.00	\$15.00	\$30.00	\$22.00	\$33.00	\$12.00	\$16.00	\$0.00	\$15.00	\$28.00	\$14.00
4- 3 x 5											
8 - Wallets											
PACKAGE F											
4- 3 x 5	\$10.00	\$10.00	\$25.00	\$19.20	\$18.00	\$8.00	\$12.00	\$0.00	\$10.00	\$14.00	\$7.00
5 - Wallets											
INDIVIDUAL PRICING PER SHEET											
<small>(Available for purchase separately subject to package prices specified in RFP. Contact Purchasing for details.)</small>											
1- 10 x 13	\$20.00	\$18.00	\$25.00	\$20.00	\$21.00	\$15.00	\$16.00	\$0.00	\$15.00	\$14.00	\$18.00
1- 8 x 10	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$14.00	\$0.00	\$10.00	\$10.00	\$12.00
2- 5 x 7	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
4- 3 x 5	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
8 - Wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
16 - Mini Wallets	\$15.00	\$15.00	\$15.00	\$12.00	n/a	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
1 - Personalization	\$0.00	\$10.00	\$10.00	\$10.00	\$4.00	\$10.00	\$7.00	\$0.00	n/a	\$6.00	\$10.00
Retouch Option	\$10.00	\$15.00	\$10.00	\$20.00	\$12.00	\$6.00	\$10.00	\$0.00	\$12.00	\$12.00	\$9.00
				(no braces)	Personalization & Retouch option pricing is in addition to package price		Blemishes only				

Edinburg Consolidated Independent School District
RFP 10-175, Student Picture Services
TABULATION

PACKAGES	ADRIAN'S PHOTOGRAPHY	ALAMO PHOTO CENTER	CLASSIC IMAGES	COLOR PORTRAITS	JOHNNY JOE'S	LIFETOUCH	STRAWBRIDGE STUDIOS, INC	TEAM-PIC PHOTOGRAPHY	TREVINO'S DIGITAL	TREVINO'S PHOTOGRAPHY	TEXAS PHOTOGRAPHY SOLUTIONS
SPRING INDIVIDUAL											
PACKAGE A 1-10 x 13 2-8 x 10 2-5 x 7 4-3 x 5 16--wallets	\$40.00	\$40.00	\$60.00	\$42.10	\$67.00	\$32.00	\$35.00	\$0.00	\$32.00	\$58.00	\$35.00
PACKAGE B 1-10 x 13 1-8 x 10 4-5 x 7 4-3 x 5 8--wallets	\$35.00	\$35.00	\$55.00	\$38.75	\$57.00	\$29.00	\$30.00	\$0.00	\$28.00	\$52.00	\$30.00
PACKAGE C 1-8 x 10 2-5 x 7 4-3 x 5 16--wallets	\$25.00	\$25.00	\$45.00	\$30.25	\$40.00	\$24.00	\$25.00	\$0.00	\$24.00	\$40.00	\$25.00
PACKAGE D 1-8 x 10 4-3 x 5 16--wallets	\$20.00	\$20.00	\$40.00	\$27.20	\$33.00	\$16.00	\$20.00	\$0.00	\$20.00	\$37.00	\$19.00
PACKAGE E 2-5 x 7 4-3 x 5 8--wallets	\$15.00	\$15.00	\$30.00	\$23.75	\$33.00	\$12.00	\$16.00	\$0.00	\$15.00	\$28.00	\$14.00
PACKAGE F 4-3 x 5 8--wallets	\$10.00	\$10.00	\$25.00	\$20.20	\$18.00	\$8.00	\$12.00	\$0.00	\$10.00	\$14.00	\$7.00
INDIVIDUAL PRICING PER SHEET <small>(Available for purchase separately without a package, unless specified in RFP. Consult Purchasing for details)</small>											
1-10 x 13	\$20.00	\$18.00	\$25.00	\$20.00	\$21.00	\$15.00	\$16.00	\$0.00	\$15.00	\$14.00	\$18.00
1-8 x 10	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$14.00	\$0.00	\$10.00	\$10.00	\$12.00
2-5 x 7	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
4-3 x 5	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
8--wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
16--mini wallets	\$15.00	\$15.00	\$15.00	\$12.00	n/a	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
1- Personalization Retouch Option	\$0.00	\$10.00	\$10.00	\$20.00	\$4.00	\$10.00	\$7.00	\$0.00	n/a	\$6.00	\$10.00
	\$10.00	\$15.00	\$10.00	(no braces)	Personalization &	\$6.00	\$10.00	\$0.00	\$12.00	\$12.00	\$9.00
							Retouches only				

Edinburg Consolidated Independent School District
RFP 10-175, Student Picture Services
TABULATION

PACKAGES	ADRIAN'S PHOTOGRAPHY	ALAMO PHOTO CENTER	CLASSIC IMAGES	COLOR PORTRAITS	JOHNNY JOE'S	LIFETOUCH	STRAWBRIDGE STUDIOS, INC	TEAM-PIC PHOTOGRAPHY	TREVINO'S DIGITAL	TREVINO'S PHOTOGRAPHY	TEXAS PHOTOGRAPHY SOLUTIONS
KINDER GRADUATION											
PACKAGE A 1 - 10 x 13 2 - 8 x 10 2 - 5 x 7 4 - 3 x 5 16 - wallets	\$40.00	\$40.00	\$60.00	\$42.10	\$67.00	\$32.00	\$35.00	\$0.00	\$32.00	\$58.00	\$35.00
PACKAGE B 1 - 10 x 13 1 - 8 x 10 4 - 5 x 7 4 - 3 x 5 8 - wallets	\$35.00	\$35.00	\$55.00	\$38.75	\$57.00	\$29.00	\$30.00	\$0.00	\$28.00	\$52.00	\$30.00
PACKAGE C 1 - 8 x 10 2 - 5 x 7 4 - 3 x 5 16 - wallets	\$25.00	\$25.00	\$45.00	\$30.25	\$40.00	\$24.00	\$25.00	\$0.00	\$24.00	\$40.00	\$25.00
PACKAGE D 1 - 8 x 10 4 - 3 x 5 16 - wallets	\$20.00	\$20.00	\$40.00	\$27.20	\$33.00	\$16.00	\$20.00	\$0.00	\$20.00	\$37.00	\$19.00
PACKAGE E 2 - 5 x 7 4 - 3 x 5 8 - wallets	\$15.00	\$15.00	\$30.00	\$23.75	\$33.00	\$12.00	\$16.00	\$0.00	\$15.00	\$28.00	\$14.00
PACKAGE F 4 - 3 x 5 8 - wallets	\$10.00	\$10.00	\$25.00	\$20.20	\$18.00	\$8.00	\$12.00	\$0.00	\$10.00	\$14.00	\$7.00
INDIVIDUAL PRICING PER SHEET <small>(Available for purchase separately without a package. Prices specified in RFP. Contact Purchasing for details)</small>											
1 - 10 x 13	\$20.00	\$18.00	\$25.00	\$20.00	\$21.00	\$15.00	\$16.00	\$0.00	\$15.00	\$14.00	\$18.00
1 - 8 x 10	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$14.00	\$0.00	\$10.00	\$10.00	\$12.00
2 - 5 x 7	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
4 - 3 x 5	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
8 - wallets	\$15.00	\$15.00	\$15.00	\$12.00	n/a	\$10.00	\$12.00	\$0.00	\$10.00	\$10.00	\$12.00
16 - mini wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$4.00	\$10.00	\$7.00	\$0.00	n/a	\$6.00	\$10.00
1 - Personalization	\$0.00	\$10.00	\$10.00	\$20.00	\$12.00	\$6.00	\$10.00	\$0.00	\$12.00	\$12.00	\$9.00
Relouch Option	\$10.00			(no braces)	Personalization & Retouch option pricing is in addition to package price		Blemishes only				

Edinburg Consolidated Independent School District
RFP 10-175, Student Picture Services
TABULATION

KINDER GROUP PICTURES											
PACKAGES	ADRIAN'S PHOTOGRAPHY	ALAMO PHOTO CENTER	CLASSIC IMAGES	COLOR PORTRAITS	JOHNNY JOE'S	LIFETOUCH	STRAWBRIDGE STUDIOS, INC	TEAM-PIC PHOTOGRAPHY	TREVINO'S DIGITAL	TREVINO'S PHOTOGRAPHY	TEXAS PHOTOGRAPHY SOLUTIONS
1 - 6 X 8 with names Retouch Option	\$6.00 \$10.00 no retouch option 8 x 10 with names for \$10	\$8.00 \$15.00	\$10.00 \$10.00	\$7.00 \$10.00	\$0.00 \$0.00	\$8.00 n/a	\$12.00 n/a	\$0.00 \$0.00	\$12.00 \$12.00	\$14.00 \$12.00	\$8.00 N/A
HOLIDAY/DANCES/SPECIAL EVENTS											
PACKAGE A 1 - 8 x 10 2 - 5 x 7 8 - wallets	\$25.00	\$20.00	\$30.00	\$28.25	\$29.00	\$20.00	\$17.00	\$23.00	\$23.00	\$31.00	\$23.00
PACKAGE B 2 - 5 x 7 4 - 3 x 5 16 - wallets	\$30.00	\$25.00	\$30.00	\$32.25	\$35.00	\$25.00	\$15.00	\$28.00	\$29.00	\$37.00	\$18.00
PACKAGE C 2 - 5 x 7 24 - wallets	\$30.00	\$25.00	\$30.00	\$32.25	\$31.00	\$25.00	\$12.00	\$28.00	\$29.00	\$37.00	\$12.00
INDIVIDUAL PRICING PER SHEET <small>(available for purchase separately without a package, unless specified in RFP. Contact Purchasing for details)</small>											
1 - 10 x 13	\$30.00	\$18.00	\$25.00	\$20.00	\$22.00	\$15.00	\$16.00	\$0.00	\$17.00	\$14.00	\$18.00
1 - 8 x 10	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$14.00	\$14.00	\$12.00	\$10.00	\$12.00
2 - 5 x 7	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$14.00	\$12.00	\$10.00	\$12.00
4 - 3 x 5	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$14.00	\$12.00	\$10.00	\$12.00
8 - wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$14.00	\$12.00	\$10.00	\$12.00
16 - mini wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$14.00	\$12.00	\$10.00	\$12.00
1 - Personalization Retouch Option	n/a \$10.00	\$10.00 \$15.00	\$10.00	\$20.00	\$12.00	\$10.00	\$7.00 \$10.00	n/c \$10.00	n/a \$12.00	\$6.00 \$12.00	n/a n/a

EXHIBIT

Edinburg Consolidated Independent School District
RFP 10-175, Student Picture Services
TABULATION

PACKAGES	ADRIAN'S PHOTOGRAPHY	ALAMO PHOTO CENTER	CLASSIC IMAGES	COLOR PORTRAITS	JOHNNY JOE'S	LIFETOUCH	STRAWBRIDGE STUDIOS, INC	TEAM-PIC PHOTOGRAPHY	TREVINO'S DIGITAL	TREVINO'S PHOTOGRAPHY	TEXAS PHOTOGRAPHY SOLUTIONS
EXTRA-CURRICULAR ACTIVITIES PICTURE (Fine Arts, Athletics, Cheerleading/Drill Team)											
FINE ARTS											
PACKAGE A 1-11 x 14 2-8 x 10 4-5 x 7 16 - wallets	\$45.00	\$45.00	\$45.00	\$42.50	\$57.00	\$30.00	\$35.00	\$52.00	\$44.00	\$58.00	\$34.00
PACKAGE B 1-10 x 13 1-8 x 10 2-5 x 7 8 - wallets	\$35.00	\$40.00	\$40.00	\$30.00	\$45.00	\$20.00	\$25.00	\$35.00	\$32.00	\$45.00	\$25.00
PACKAGE C 1-8 x 10 4-4 x 5 16 - wallets	\$25.00	\$20.00	\$35.00	\$23.25	\$33.00	\$16.00	\$20.00	\$23.00	\$27.00	\$37.00	\$21.00
PACKAGE D 1-8 x 10 2-5 x 7 8 - wallets	\$25.00	\$20.00	\$30.00	\$21.25	\$29.00	\$12.00	\$16.00	\$23.00	\$23.00	\$31.00	\$18.00
PACKAGE E 2-5 x 7 8 - wallets	\$20.00	\$15.00	\$25.00	\$17.25	\$21.00	\$9.00	\$14.00	\$20.00	\$20.00	\$23.00	\$12.00
INDIVIDUAL PRICING PER SHEET											
1-11 x 14	\$30.00	\$25.00	\$27.00	\$20.00	\$25.00	\$19.00	\$18.00	\$25.00	\$17.00	\$23.00	\$20.00
1-10 x 13	\$30.00	\$18.00	\$30.00	\$20.00	\$21.00	\$15.00	\$16.00	\$12.00	\$17.00	\$14.00	\$18.00
1-8 x 10	\$20.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$14.00	\$12.00	\$12.00	\$10.00	\$12.00
2-5 x 7	\$20.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
4-4 x 5	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
8 - wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$0.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
16 - mini wallets	\$15.00	\$15.00	\$25.00	\$12.00	\$0.00	\$20.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
1-11 x 14 Group Composit	n/a	\$25.00	\$25.00	\$20.00	\$0.00	\$20.00	n/a	\$25.00	\$12.00	\$23.00	n/a
1 - Photo Button	\$6.00	\$8.00	\$10.00	\$12.00	\$10.00	\$5.00	\$7.00	\$8.00	\$10.00	\$8.00	\$5.00
1 - Personalization	n/a	\$10.00	\$10.00	\$10.00	\$4.00	\$10.00	\$7.00	n/c	n/a	\$6.00	\$10.00
Retouch Option	\$10.00	\$15.00	\$10.00	\$20.00	\$12.00	n/a	\$10.00	\$10.00	\$12.00	\$12.00	\$9.00
				(no braces)	Personalization & Retouch option pricing is in addition to package price		Blemishes only	Prices are no commission for the Extra-Curricular Activities			

*Available for purchase separately - additional package - unless specified in RFP - Contact Purchasing for details

Edinburg Consolidated Independent School District
RFP 10-175, Student Picture Services
TABULATION

PACKAGES	ADRIAN'S PHOTOGRAPHY	ALAMO PHOTO CENTER	CLASSIC IMAGES	COLOR PORTRAITS	JOHNNY JOE'S	LIFETOUGH	STRAWBRIDGE STUDIOS, INC	TEAM-PICT PHOTOGRAPHY	TREVINO'S DIGITAL	TREVINO'S PHOTOGRAPHY	TEXAS PHOTOGRAPHY SOLUTIONS
ATHLETICS											
PACKAGE A 1 - 12 x 18 2 - 5 x 7 16 - wallets	\$45.00	\$45.00	\$45.00	\$30.00	\$0.00	n/a	\$35.00	\$40.00	\$40.00	\$50.00	\$35.00
PACKAGE B 1 - 11 x 14 1 - 8 x 10 2 - 5 x 7 16 - wallets	\$45.00	\$40.00	\$40.00	\$32.20	\$45.00	n/a	\$30.00	\$37.00	\$37.00	\$45.00	\$29.00
PACKAGE C 1 - 8 x 10 4 - 3-1/2 x 5 16 - wallets	\$30.00	\$25.00	\$35.00	\$23.25	\$33.00	\$20.00	\$18.00	\$28.00	\$28.00	\$37.00	\$22.00
PACKAGE D 1 - 8 x 10 2 - 5 x 7 8 - wallets	\$25.00	\$20.00	\$30.00	\$21.25	\$29.00	\$17.00	\$16.00	\$23.00	\$23.00	\$31.00	\$18.00
PACKAGE E 2 - 5 x 7 8 - wallets	\$20.00	\$15.00	\$25.00	\$17.25	\$21.00	\$13.00	\$14.00	\$20.00	\$20.00	\$24.00	\$12.00
PACKAGE F 4 - 3-1/2 X 5 8 - wallets	\$20.00	\$15.00	\$25.00	\$17.25	\$18.00	\$11.00	\$13.00	\$20.00	\$20.00	\$24.00	\$12.00
INDIVIDUAL PRICING PER SHEET <small>(Available for purchase separately, unless otherwise specified in RFP. Contact Purchaser for details)</small>											
1 - 12 x 18	\$35.00	\$30.00	\$30.00	\$20.75	\$0.00	n/a	\$16.00	\$29.00	\$25.00	\$24.00	\$21.00
1 - 11 x 14	\$30.00	\$25.00	\$25.00	\$20.00	\$25.00	n/a	\$15.00	\$23.00	\$17.00	\$23.00	\$20.00
1 - 8 x 10	\$20.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$14.00	\$12.00	\$12.00	\$10.00	\$12.00
2 - 5 x 7	\$20.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
4 - 3-1/2 x 5	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
8 - wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
16 - mini wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
1 - Photo Button	\$6.00	\$8.00	\$10.00	\$12.00	\$10.00	\$5.00	\$12.00	\$6.00	\$10.00	\$8.00	\$5.00
1 - Sponsor Poster, price to include any design specified by sponsor	\$20.00	\$25.00	\$21.00	\$17.50	\$0.00	n/a	n/a	\$18.00	\$18.00	\$17.00	n/a
1 - Personalization	n/a	\$10.00	\$10.00	\$10.00	\$4.00	n/a	\$7.00	n/c	pricing varies, contact purchasing for pricing	\$6.00	\$10.00
Retouch Option	\$10.00	\$15.00	\$10.00	\$20.00	\$12.00	n/a	\$10.00	\$10.00	\$10.00	\$12.00	\$9.00
		(no braces)			Personalization & Retouch option pricing is in addition to package price						

Edinburg Consolidated Independent School District
RFP 10-175, Student Picture Services
TABULATION

PACKAGES	ADRIAN'S PHOTOGRAPHY	ALAMO PHOTO CENTER	CLASSIC IMAGES	COLOR PORTRAITS	JOHNNY JOE'S	LIFETOUCH	STRAWBRIDGE STUDIOS, INC	TEAM-PIC PHOTOGRAPHY	TREVINO'S DIGITAL	TREVINO'S PHOTOGRAPHY	TEXAS PHOTOGRAPHY SOLUTIONS
CHEERLEADING/DRILL TEAM											
PACKAGE A 1 - 11 x 14 2 - 8 x 10 4 - 5 x 7 16 - wallets	\$45.00	\$45.00	\$45.00	\$42.50	\$57.00	\$30.00	\$35.00	\$46.00	\$44.00	\$58.00	\$34.00
PACKAGE B 1 - 10 x 13 1 - 8 x 10 2 - 5 x 7 8 - wallets	\$35.00	\$40.00	\$40.00	\$30.00	\$45.00	\$20.00	\$25.00	\$32.00	\$32.00	\$45.00	\$25.00
PACKAGE C 1 - 8 x 10 4 - 4 x 5 16 - wallets	\$25.00	\$20.00	\$35.00	\$23.25	\$33.00	\$16.00	\$20.00	\$23.00	\$27.00	\$37.00	\$21.00
PACKAGE D 1 - 8 x 10 2 - 5 x 7 8 - wallets	\$25.00	\$20.00	\$30.00	\$21.25	\$29.00	\$12.00	\$16.00	\$23.00	\$23.00	\$31.00	\$18.00
PACKAGE E 2 - 5 x 7 8 - wallets	\$20.00	\$15.00	\$25.00	\$17.25	\$21.00	\$9.00	\$14.00	\$20.00	\$20.00	\$24.00	\$12.00
INDIVIDUAL PRICING PER SHEET <small>(Available for purchase separately without a package, unless specified in RFP. Contact Purchaser for details)</small>											
1 - 11 x 14	\$30.00	\$25.00	\$27.00	\$20.00	\$25.00	n/a	\$18.00	\$23.00	\$17.00	\$23.00	\$20.00
1 - 10 x 13	\$30.00	\$18.00	\$25.00	\$20.00	\$21.00	\$15.00	\$16.00	\$15.00	\$17.00	\$14.00	\$18.00
1 - 8 x 10	\$20.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$14.00	\$12.00	\$12.00	\$10.00	\$12.00
2 - 5 x 7	\$20.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
4 - 4 x 5	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
8 - wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$12.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
16 - mini wallets	\$15.00	\$15.00	\$15.00	\$12.00	\$0.00	\$10.00	\$12.00	\$12.00	\$12.00	\$10.00	\$12.00
1 - Sponsor Poster, price to include any design specified by sponsor	\$20.00	\$25.00	\$21.00	\$15.00	\$0.00	n/a	n/a	\$18.00	\$18.00	\$18.00	n/a
1 - Personalization	n/a	\$10.00	\$10.00	\$10.00	\$4.00	n/a	\$7.00	n/c	pricing varies, contact purchasing for pricing	\$6.00	\$10.00
Retouch Option	\$10.00	\$15.00	\$10.00	\$20.00	\$12.00	n/a	\$10.00	\$10.00	\$12.00	\$12.00	\$9.00
PANORAMIC PICTURES											
8th Grade Panoramic Photo	n/a	n/a	n/a	n/a	n/a	n/a	\$14.00	n/a	\$25.00	\$17.00	n/a
12th Grade Panoramic Photo	n/a	n/a	n/a	n/a	n/a	n/a	\$14.00	n/a	\$25.00	\$17.00	n/a

APPROVAL OF RFP 10-181, AMBULANCE SERVICES FOR SCHOOL SPONSORED GAMES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the RFP for Ambulance Services for School Sponsored Games as requested by the Athletic Department as being the most favorable and advantageous to the Edinburg CISD.

Rationale

The Edinburg Athletic Department has a need to provide Emergency Ambulance Services at district sponsored games and events. Ambulances and certified medical staff will be required to attend such events as requested by Mr. Joe Filoteo, Athletic Director. The administration sought competitive sealed RFP's for Ambulance Services for School Sponsored Games. RFP opening was held at the Business Office Building on July 22, 2010, at 11:30 A.M. where one (1) proposal was received, opened, and read aloud. The district sponsored games are football, soccer and track at the high school and middle school levels.

User Department

This item was requested by Mr. Joe Filoteo, Director of Athletics.

Budgetary Information

Total Award Recommendation: \$50,310.00

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
167-36-6219-43-873-X91000	Oth Prof SVCS/MED/Judges	58,050.00	00.00	48,997.50	9,052.50
TOTAL		58,050.00	00.00	48,997.50	9,052.50

* To include next year's budget, if approved by the School Board.

Resource Personnel

Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Maria Luisa Guerra	Joe Filoteo	Amaro Tijerina
Soledad Schuller		

Board Policy Reference

This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: Joe Filoteo
Joe Filoteo, Athletic Director

Approved by: Maria Luisa Guerra
Maria Luisa Guerra, Asst. Supt. for Instruction and Support Services

Within Budgetary Allocations: Sylvia D. Garcia
Sylvia D. Garcia, Director for Finance

Approved by: Rigoberto V. Abrego
Rigoberto V. Abrego, Asst. Superintendent for Finance/Operations

Superintendent of School: Dr. René Gutiérrez
Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
RFP 10-181, Ambulance Services for School Sponsored Games
August 10, 2010

1. **USER DEPARTMENT:** This RFP was requested by the Athletic Department. Mr. Joe Filoteo will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term RFP beginning August 11, 2010 or soon thereafter and ending July 31, 2011 with an option to renew for an additional two (2) years.
3. **BID EVALUATION:** This RFP was evaluated by Mr. Joe Filoteo, Athletic Director. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Athletic Department will prepare purchase orders after the Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$58,050.00**
6. **BID AWARD RECOMMENDATION:**

VENDOR	APPROXIMATE AWARD RECOMMENDATION
Valley EMS, Inc. 601 S. 10 th Ave. Edinburg, TX 78539 Contact: Noe Ramon PH: 956-381-1898	\$50,310.00
ESTIMATED TOTAL AWARD	\$50,310.00

**TABULATION
RFP 10-181, AMBULANCE SERVICES FOR SCHOOL SPONSORED GAMES**

VENDOR	AWARD RECOMMENDATION	FIXED PRICE PROPOSAL	DECREASE OR INCREASE BY MORE THAN 10%	PAYMENT PROPOSAL	NOTES
Valley E.M.S. Inc. 1615 S. Clossner, Ste. J Edinburg, TX 78539 Contact: Noe Ramon, Jr PH: 956-381-1898 FAX: 956-381-0552		\$50,310.00	\$65.00 per hour	Annual payment 50,310.00	No Deviations

10-181, AMBULANCE SERVICES

8660
ALLIANCE EMERGENCY MEDICAL SER
808 SHARY ROAD
PMB186
MISSION, TX 78572

4234
AMBULANCE TRANSPORTATION SVC
508 SOUTH 23RD STREET
MCALLEN, TX 78501

8661
ARCHANGEL AMBULANCE
1601 N. CAGE BLVD.
PHARR, TX 78577

1969
EMERGENCY RESPONSE TECHNOLOGIE
P O BOX 201
PH/FAX NOT FOR THIS VENDOR
EDINBURG, TX 78540

8662
HIDALGO COUNTY EMS
2606 S. 10TH STREET
MCALLEN, TX 78501

8663
LIFELINE EMS
2635 W. HYW 83
MCALLEN, TX 78501

4233
MED-CARE EMS
1501 S. "K" CENTER
MCALLEN, TX 78502

4232 74-2860755
VALLEY EMS INC
601 S. 10TH AVENUE
EDINBURG, TX 78539



4251
VITAL LINE P.C.S.
221 E WISCONSIN
EDINBURG, TX 78539

Vendors Printed: 9

APPROVAL OF FEE SCHEDULE FOR RFQ 10-107, INDOOR AIR QUALITY TESTING SERVICE

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the Indoor Air Quality Testing Service fee schedule which is attached.

Rationale

This RFQ was approved by the board April 27, 2010. This is Terracon Consultants, Inc. best and final offer. The Indoor Air Quality RFQ is needed for any issue that may arise associated with mold or allergen issues that may affect the learning environment. Air samples may be taken on an as needed basis to determine whether a problem may exist. Issues involving Indoor Air Quality are mandated by the State through the Texas Department of State Health Services.

Budgetary Information

Total Estimated Award Recommendation: \$20,000.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6299-63-936-099000	Misc Contracted Services	750,000.00	213,016.24	437,065.84	99,917.92
TOTAL		750,000.00	213,016.24	437,065.84	99,917.92 *

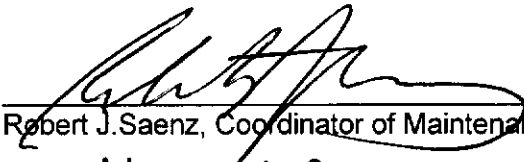
* Pending Board approval 2010-2011 budget.

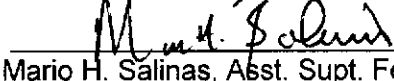
Resource Personnel


Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Mario H. Salinas	Robert J. Saenz	Amaro Tijerina
Jacqueline Kingan		


Board Policy Reference

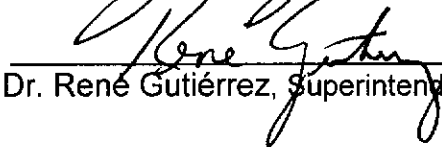
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: 
 Robert J. Saenz, Coordinator of Maintenance/Facilities

Approved by: 
 Mario H. Salinas, Asst. Supt. For District Administration

Within Budgetary Allocations: 
 Sylvia D. Garcia, Director for Finance

Approved by: 
 Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by: 
 Dr. René Gutiérrez, Superintendent of Schools

INDOOR AIR QUALITY FEE SCHEDULE - 2010

I. GENERAL IAQ CONSULTING: LABOR FEES

Expert Witness	\$ 250.00
Senior Principal	\$ 160.00
Department Manager, Indoor Air Quality	\$ 140.00
Principal	\$ 140.00
Senior Environmental Scientist	\$125.00
Senior Project Manager	\$110.00
Project Manager	\$100.00
Texas Licensed Mold Assessment Consultant	\$ 95.00
Texas Licensed Mold Assessment Technician	\$ 75.00
Administrative Assistant	\$ 55.00
Draftsperson/CAD Operator	\$ 55.00
Word Processor	\$ 50.00
Clerical	\$ 45.00

II. ANALYSIS, BIOLOGICAL

<u>Analysis</u>	<u>Media</u>	<u>Method</u>	
Fungal Identification	Tape/Bulk	Microscopy	\$ 35.00*
Total Bioaerosol (air)	Allergenco/AOC	Microscopy	\$ 35.00*
Viable Bioaerosol (air)	Malt/Viable	Culture/Microscopy	\$ 55.00*
Bacterial Identification	TSA/Viable	Culture/Biolog	\$ 105.00*
Sewage Indicating Bacteria	Swab	Culture/Biolog	\$ 125.00*
Legionella	Water	Viable/DFA	\$ 155.00*

* TDSHS Licensed Laboratory and/or AIHA EMLAP Laboratory

III. ANALYSIS, CHEMICAL

<u>Analyte</u>	<u>Media</u>	<u>Method</u>	
Total VOC	OVM or sorbent tube	GC/FID	\$ 75.00
Specific VOC	OVM or sorbent tube	GC/FID	\$ 125.00
Multiple VOC	Tenax/Silica/Suma	GC/MS	\$ 325.00
Formaldehyde	OVM (3721 or DNPH)	HPLC/GC	\$ 75.00
BTEX	OVM or sorbent tube	GC/FID	\$ 75.00

IV. FIELD EQUIPMENT

<u>Analyte/Instrument</u>	<u>Method</u>	
CO ₂ , CO, Temp, Humidity	Direct Read	Included*
Moisture	Direct Read	Included*
Photo-documentation	Digital	Included*
Airborne Particulate	Direct Read	Included*
Micromanometer	Direct Read	Included*
Infrared Camera	Thermography	\$ 250.00

*These analytical measurements included in a standard IAQ investigations/evaluations.

V. TRAVEL EXPENSES

Reimbursable Expenses are charged at cost plus 15%.

Vehicle Charge, per day	\$ 60.00
Mileage (per mile).....	\$ 0.58
Air Fare.....	cost + 15%
Per Diem	\$ 125.00
Document Delivery/Overnight (per standard package)	\$ 20.00

APPROVAL OF RFQ 10-160, EDUCATIONAL DIAGNOSTICIAN FOR DYSLEXIA CONTRACTOR

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the negotiated contract for Educational Diagnostician for Dyslexia Contractor as requested by the Guidance Services Department as being the most favorable and advantageous to the Edinburg CISD.

Rationale

The administration sought Statement of Qualifications for Educational Diagnostician for Dyslexia Contractor. RFQ's opening was held at the Business Office Building on June 8, 2010 at 2:30 P.M. where one (1) Educational Diagnostician submitted their qualifications. The Educational Diagnostician will provide dyslexia assessments to pre K through 12th grade students with disabilities, for Section 504 services.

User Department

This item was requested by Mrs. Janie Fong, Coordinator for Guidance Services.

Budgetary Information

Award Recommendation **\$16,800.00**

ACCOUNT	APPROPRIATION	ENCUMBRANCE	EXPENDITURE	BALANCE
199-31-6291-00-884-099000	40,000.00	10,500.00	1,400.00	28,100.00
TOTAL	40,000.00	10,500.00	1,400.00	28,100.00*

* To include next years budget, if approved by the Board.

Resource Personnel

Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Mario H. Salinas	Janie Fong	Amaro Tijerina
Kay W. Green		

Board Policy Reference and Compliance

This is in compliance and in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: Janie Fong
Janie Fong, Coordinator of Guidance Services

Approved by: Mario H. Salinas
Mario H. Salinas, Asst. Supt. For District Administration

Within Budgetary Allocations: Sylvia D. Garcia
Sylvia D. Garcia, Director of Finance

Approved by: Rigoberto V. Abrego
Rigoberto V. Abrego, Asst. Supt. Finance/Operations

Recommended by: Dr. René Gutiérrez
Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
Bid 10-160, Educational Diagnostician for Dyslexia
July 27, 2010

1. **USER DEPARTMENT:** These Services were requested by the Guidance Services Department. Mrs. Janie Fong will be present to answer any detailed questions regarding this RFQ.
2. **TYPE OF CONTRACT:** This is a term contract beginning September 1, 2010 or soon thereafter and ending August 31, 2011 with an option to renew for an additional two years.
3. **RANKING & EVALUATION:** The qualifications of the Educational Diagnostician was first ranked and then a contract was negotiated with the highest ranked Educational Diagnostician by Janie Fong, Coordinator of Guidance Services. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Guidance Services will prepare purchase orders following Board of Trustee approval, on an "as needed basis".
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$0.00**
6. **AWARD RECOMMENDATION:**

VENDOR	RECOMMENDED AWARD
Agustin De Lucio 525 Palm Haven Drive Brownsville, TX 78521 PH: 956-459-8045 FX: 956-831-9939	\$16,800.00
ESTIMATED TOTAL	\$16,800.00

7. **FEE STRUCTURE:**

SERVICES	FEE
Evaluations	48 students at \$350.00 = \$16,800.00

RFQ 10-160 TABULATION

EVALUATION CRITERIA	AGUSTIN DE LUCIO
Years of Experience (0-20) points	20
Past Performance (0-20) points	20
Record for Completing Evaluations (0-20) points	20
Reputation w/ School Districts of Similar Size (0-20) points	20
Meeting the Overall needs of Edinburg CISD (0-20) points	20
TOTAL OF POINTS AWARDED	100
RANKINGS	1
CONTRACT AWARD	Negotiated

EXHIBIT _____

10-160, ED DIAGNOSTICIAN DYSLEXIA CONTRA

8115
ANGIE PENA
4823 EAST HYWAY 107
EDINBURG, TX 78541

7950
CLARICIA CALVILLO, M.ED.
11317 VIRIDIAN WAY
AUSTIN, TX 78739-2093

4141 11-3090131
DARBY ~~MEDICAL~~ Dental Supply
300 JERICHO QUADRANGLE
JERICHO, NY 11753

8860
FAMILY CHOICE MEDICAL SUPPLY
2212 PRIMROSE AVENUE
SUITE D
MCALLEN, TX 78504

7849 20-1414608
FORTRESS REHABILITATION GROUP
2006 SABINAL ST.
MISSION, TX 78572

1766 17415337801
JEFFERSON MEDICAL SUPPLY
4365 RITTIMAN ROAD
SAN ANTONIO, TX 78218

2174 221897821
MOORE MEDICAL CORPORATION
1690 NEW BRITAIN AVE
P O BOX 4066
FARMINGTON, CT 06032

8116
SYLVIA CAMARILLO GOMEZ
2107 LA CONDESA
EDINBURG, TX 78540

8646
VIRGINIA LOVELACE GONZALEZ
3908 WARBLER
MCALLEN, TX 78501

8114
YOLANDA CHAPA
1115 LEXINGTON CIRCLE #8
EDINBURG, TX 78539

Vendors Printed: 10

*Agustini De Lucic
525 Palm Haven Dr
Brownsville, Tx 78521*

**CLASS - ITEM
269 - 36**

AWB

APPROVAL OF TX-MAS 10-206, FURNITURE FOR TEN PORTABLE BUILDINGS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the TX-Mas contract pricing for the furniture needed at the ten portable buildings which is indicated in the attached bid tabulation as being the most favorable and advantageous to the District.

Rationale

The Texas Multiple Award Schedule (TX-Mas) sought competitive sealed bids and have awarded a contract to J.R. Incorporated for furniture. This contract complies with all bidding requirements as required by federal, state, and local laws.

The purchase of these items is to furnish the portable buildings that will be located at the following campuses: Memorial, Barrientes, South, EHS, ENHS, and JEHS. This furniture is to keep up with the growth of the district. Any other items needed for the other campuses will be made available on a case by case basis.

User Department

This item was requested by Maria Luisa Guerra, Assistant Superintendent of Instruction/Support Services.

Budgetary Information

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-81-6397-01-999-099-044	Fixed Assets – Inventory Item	511,000.00	39,782.09	193,569.02	277,648.89
TOTALS		511,000.00	39,782.09	193,569.02	277,648.89

Resource Personnel

- | | |
|---------------------|----------------------|
| Dr. René Gutiérrez | Mario Salinas |
| Rigoberto V. Abrego | Amaro Tijerina |
| Maria Luisa Guerra | Claudina E. Longoria |
| Sylvia D. Garcia | |

Board Policy Reference

This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Approved by: Mario Salinas
 Mario Salinas, Asst. Supt. for District Administration

Approved by: Maria Luisa Guerra
 Maria Luisa Guerra, Asst. Supt. for Instruction/Support Services

Within Budgetary Allocations : Sylvia D. Garcia
 Sylvia D. Garcia, Director of Finance

Approved by: Rigoberto V. Abrego
 Rigoberto V. Abrego, Assist. Supt. for Finance/Operations

Recommended by: Dr. René Gutiérrez
 Dr. René Gutiérrez, Superintendent of Schools

**Notes for Quote Tabulation
TX-MAS 10-206, Furniture for Ten Portable Buildings
August 10, 2010**

1. **USER DEPARTMENT:** This quote was requested by Maria Luisa Guerra. Mrs. Guerra will be present to answer any detailed questions regarding this bid.
2. **TYPE OF PURCHASE:** This is a one time purchase.
3. **STATE QUOTE EVALUATION:** This TX-Mas quote was evaluated by Amaro Tijerina. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The Purchasing Department will prepare purchase orders following Board of Trustee bid approval.
5. **AMOUNT SPENT LAST YEAR:** None purchased last year.
6. **TOTAL AWARD RECOMMENDATION:**

COMPANY	COST
J.R. Inc.	\$86,799.20
GRAND TOTAL	\$86,799.20

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT PORTABLE FURNITURE

ID #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
HON 88962	DOUBLE PEDESTAL DESK, 60" X	20	EACH	\$ 358.89	\$ 7,177.80
VIRCO 3700BR	STUDENT CHAIR DESKS	700	EACH	\$ 85.54	\$ 59,878.00
VIRCO 483060	RECTANGULAR TABLES	20	EACH	\$ 65.85	\$ 1,317.00
VIRCO 9018	4TH & 5TH STUDENT STACKING - 18"	80	EACH	\$ 21.84	\$ 1,747.20
VIRCO 9050P	TEACHER'S STACKING CHAIR	20	EACH	\$ 55.19	\$ 1,103.80
HON 314CP	LEGAL FILING CABINETS	20	EACH	\$ 193.59	\$ 3,871.80
HON SC1872	STORAGE CABINET	20	EACH	\$ 258.77	\$ 5,175.40
HON 94224	4-SHELF BOOKCASE	20	EACH	\$ 326.41	\$ 6,528.20
		900			
DLVR TO:					
ECISD - FIXED ASSET WAREHOUSE					
921. E. SCHUNIOR					
EDINBURG, TX 78539					
				Total:	86,799.20

NOTE: Prices are quoted delivered only.

Submitted by: J.R. Inc
 Jesse Rodriguez
 06/16/2010
TX-MAS CONTRACT

EXHIBIT _____

APPROVAL TO ACCEPT U.S. COMMUNITIES BID FOR OFFICE SUPPLIES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation for Office Supplies through the U.S. Communities awarded contract.

Rationale

The U.S. Communities sought competitive sealed bids and have awarded a contract to Office Depot for Office Supplies. This contract complies with all bidding requirements as required by federal, state, and local laws.

User Department

This item was requested by Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services.

Budgetary Information

TOTAL AWARD RECOMMENDATION: \$223,320.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-XX-6399-XX-XXX-099000	General Supplies	1,059,859.00	82,058.69	712,163.37	265,636.94
16X-XX-6399-XX-XXX-099000	General Supplies	96,113.00	9,082.90	58,804.14	28,225.96
2XX-XX-6399-XX-XXX-099000	General Supplies	41,831.00	10,000.00	29,741.17	2,089.83
4XX-XX-6399-XX-XXX-099000	General Supplies	81,870.00	11,363.48	26,086.50	44,420.02
752-XX-6399-XX-XXX-099000	General Supplies	60,237.00	2,449.22	54,200.02	3,587.76
TOTAL		1,339,910.00	114,954.29	880,995.20	343,960.51 *

* Pending Board approval of 2010-2011 budget.

Resource Personnel

Dr. René Gutiérrez
Sylvia D. Garcia


Rigoberto V. Abrego
Amaro Tijerina

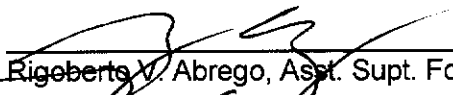
Maria Luisa Guerra
Jacqueline Kingan

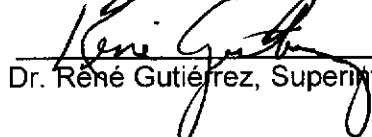
Board Policy Reference

This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Approved by: 
Maria Luisa Guerra, Asst. Supt. for Instruction/Support Serv.

Within Budgetary Allocations: 
Sylvia D. Garcia, Director for Finance

Approved by: 
Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

**Notes for Accepting
U.S. Communities Office Supplies Bid
August 10, 2010**

1. **USER DEPARTMENT:** This bid was requested by the District as a whole. Mrs. Maria Luisa Guerra will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This bid will be used from August 11, 2010 to October 31, 2010.
3. **ORDERING INFORMATION:** Each campus and department will prepare purchase orders on an as needed basis following the Board of Trustees Bid approval.
4. **UNIT PRICES:** Prices are good for term of the contract.
5. **TOTAL AWARD RECOMMENDATION:**

VENDOR	ESTIMATED AWARD AMOUNT
Office Depot P.O. Box 720105 McAllen, TX 78504 Contact: Jason McKay PH: 956-928-1212 FAX: 956-928-1214	\$223,320.00
TOTAL AWARD RECOMMENDATION	\$223,320.00

EXHIBIT _____

U.S. COMMUNITIES Contracts

Close 

OFFICE AND SCHOOL SUPPLIES CONTRACT

Solicited by County of Los Angeles, California
Contract Term: 4 years, Jan. 2, 2006 to Jan. 1, 2010
Extension: Extended until Jan. 01, 2011



Supplier Contact

Contact Information

www.officedepot.com
Tel. No. (800) 890-4914 press 1 & 3202
Fax. No. (800) 890-4914
uscommunities@officedepot.com

Pricing Review Documents

- 2009 Office Depot Pricing Review Report
- 2008 Office Depot Pricing Review Report

You must be a registered participant to utilize the U.S. Communities contract. If not, please click here to Register to Participate.

How to Order

Recovery Toolbox



Contract Documents

- Master Agreement No. 42595
- Master Agreement No. 42595 Amendments
- Master Agreement No. 42595 Clearance Products
- Master Agreement No. 42595 Extension (Jan. 01, 2011)

RFP Documents

- Request For Proposal
- RFI 218856
- RFP 218955 Posting Document
- RFP 218955 Bid Tabulation Result

RFP Posting Summary

No. of suppliers participated in the solicitation process: 60 invited; 7 responded; posted in the Internet

- U.S. Communities: Upcoming Contract
Date Posted: Mar. 10, 2005 to Aug. 18, 2005
- LA County Open Bids and Solicitations System
Date Posted: Mar. 10, 2005 to Aug. 18, 2005
- DemandStar by Onvia
Date Posted: Mar. 10, 2005 to Aug. 18, 2005
- Canadian MERX Public Tenders
Date Posted: Mar. 10, 2005 to Aug. 18, 2005

APPROVAL OF 2010-2011 COMMITMENT FOR DATA PROCESSING SERVICES WITH REGION ONE ESC

Superintendent's Recommendation

That the Board of Trustees approve the 2010-2011 Commitment for Data Processing Services with Region One ESC as presented.

Rationale

Region One ESC has been providing data processing for student and business services for the District for over 27 years. The projected cost for 2010-2011 is \$799,474 for Business and Student Services (Business, Payroll, Budget, Requisition System, Fixed Assets, Personnel Management System, Personnel, Student, PEIMS, Attendance, Discipline, Historical Data, Special Education Management System, Criminal History) and \$29,265 for a total of \$828,739. The Student, Attendance and Business applications have moved to web-based access. ECISD processes and prints checks and reports on-site now that we have the infrastructure in the Administration Building.

User Department

This item was requested by Mr. Rigoberto V. Abrego, Assistant Superintendent for Finance & Operations.

Budgetary Information

Pending Board Approval of 2010-2011 budget.

Account Number	Description	Appropriation	Encumbrance	Expenditure	Balance
199-53-6239-00-728-199	Region One Services	828,739	0	0	828,739

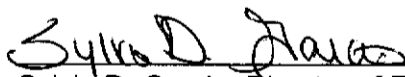
Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

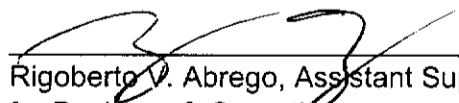
Board Policy Reference

This is in accordance with Board Policy CH(Local) Purchasing and Acquisition.

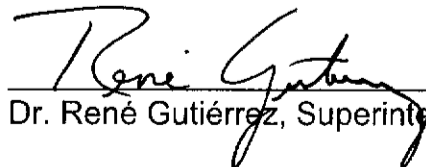
Prepared by:


Sylvia D. Garcia, Director of Finance

Approved by:


Rigoberto V. Abrego, Assistant Superintendent
for Business & Operations

Recommended By:


Dr. René Gutiérrez, Superintendent of Schools



Region One Education Service Center

1900 West Schunior • Edinburg, Texas 78541 • Phone: (956) 984-6000 Fax: (956) 984-6299

Jack C. Damron
Executive Director

July 30, 2010

Dr. Rene Gutierrez, Superintendent
Edinburg CISD
411 N. 8th St.
Edinburg, Texas 78540

Dear Dr. Gutierrez:

RE: 2010-2011 Computer Services Commitment Forms

Enclosed are the computer services commitment forms for the 2010-2011 school year. Please complete and return the forms by August 31, 2010.

As we look ahead to the challenges of the new school year, we continue to provide data management solutions for your growing demands for software, information, immediate access, and specialized reporting.

Region One Datapoint is a web-based solution that continues to evolve and has been developed to assist your district with your customized reporting needs and to help you address the challenges of the future.

We thank you for having the Education Service Center provide your computer services, and look forward to working with you to meet the challenges of the future.

Sincerely,

Adrian Garcia, Administrator
Information Technology

EC:jag

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender, or disability.

EXHIBIT _____

REGION ONE EDUCATION SERVICE CENTER
 SCHOOL DISTRICT COMMITMENT FOR INFORMATION TECHNOLOGY
 2010-2011 MISCELLANEOUS ITCCS SERVICES

EDINBURG CTSD
 DISTRICT

This commitment form is an agreement for Region One ESC to provide requested application software and interface assistance for the iTCCS miscellaneous services: Batch Downloads, ROSCOE Services, TSO Sign-on Services, RJE/NJE, Query Services, FTP Access, PEIMS Processing, Supplemental Services, and SNAP Health Module.

MISCELLANEOUS SERVICES

1. **RJE/NJE services** is defined as being when a district remotely inputs all its jobs, prints all jobs, scans all jobs, and distributes output within the district.

SELECT OPTION A OR B

A. Connect Charges with Job Class and one Execute	\$5440.00	
B. Connect Charges with Shared Job Class	\$2495.00	\$ <u>5,440.00</u>
2. ROSCOE Services		
A. On-line and Disk Program Maintenance	\$4400.00	\$ <u>4,400.00</u>
B. Second Sign-On	\$2100.00	
3. TSO Sign-On	\$1300.00	\$ <u>1,300.00</u>
4. FTP ACCESS:		
Standard Service <u> 1 </u> X	\$ 625.00	\$ <u> 625.00 </u>
5. Data Reporters. Cost is based on the number of reports run		\$ _____
6. PEIMS PROCESSING		\$ <u> 2,500.00 </u>
7. SUPPLEMENTAL PROCESSING AND REPORTS		\$ <u>15,000.00</u>
Throughout the year, users may run jobs in excess of the commitment or for special reports.		
8. SNAP HEALTH MODULE		\$ _____
MISCELLANEOUS TOTAL		\$ <u>29,265.00</u>

PLEASE PROVIDE A PURCHASE ORDER NUMBER FOR THE SERVICES REQUESTED ON THIS COMMITMENT _____

RETURN BY: AUGUST 31, 2010 TO: REGION ONE ESC
 INFORMATION TECHNOLOGY
 1900 WEST SCHUNIOR
 EDINBURG TX 78541

EXHIBIT _____

APPROVAL OF ENDORSING CANDIDATE TO SERVE AS TEXAS ASSOCIATION OF SCHOOL BOARDS DIRECTOR FOR REGION ONE POSITION 1-B

Superintendent's Recommendation

That the Board of Trustees approves endorsement of candidate to serve as director for the Texas Association of School Boards (TASB).

Rationale

Incumbent Maria Leal, South Texas ISD board member, is seeking reelection. She asks support in her bid to serve on the TASB Board as the Region One TASB Director Position 1-B for the 2010-13 Term.

Budgetary Information

Not Applicable

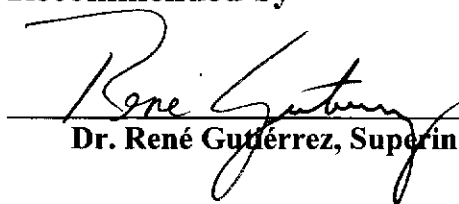
Resource Personnel

Dr. René Gutiérrez, Superintendent

Board Policy Reference and Compliance

Board Policy BBD (LEGAL)

Recommended by



Dr. René Gutiérrez, Superintendent of Schools

Exhibit _____, Pages _____



Texas Association of School Boards
 P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222
 12007 Research Blvd. • Austin, Texas 78759-2439 • www.tasb.org

Serving Texas Schools Since 1949



TO: Board Presidents and Superintendents, TASB Region 1, Position B
 FROM: Robert Seward, Nominations Committee Chair
 DATE: May 20, 2010
 SUBJECT: TASB Director Expiring Term of Maria Leal

As prescribed by the Bylaws of the Texas Association of School Boards, this is to serve as written notice that the term of Maria Leal, your representative on the TASB Board of Directors from TASB Region 1, Position B will expire this year at the close of the 2010 Convention. **Ms. Leal has indicated an intent to seek reelection.** Your district is invited to submit a nominee for this position on the TASB Board or your district may support the current Director.

The Nominations Committee will meet in Austin on **September 11, 2010**, to interview nominated individuals and prepare a slate of nominees to present to the Delegate Assembly. Candidates will be notified of the time for the interviews. Expenses incurred for the interview will be the responsibility of the local school district.

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly of the Association. The individual Director is expected to attend five meetings of the Board each year with one of the meetings being at the same time as the annual state convention in the fall. In addition, the Director will be asked to serve on a standing committee that will meet on a need basis, normally in conjunction with a Board meeting. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership. Lodging and transportation expenses incurred by Board members attending regular Spring, Summer, Fall, and Winter Board meetings, are reimbursed by the Association. Transportation and one-night's lodging expenses incurred attending the convention Board meeting are also reimbursed by the Association.

TO NOMINATE AN INDIVIDUAL FROM YOUR LOCAL SCHOOL BOARD

Each nominated individual's local school board (Active member) must submit the following: (a) the Active member's nomination (blue form), (b) the nominated individual's biographical information, (c) a signed letter from the nominated individual confirming an intention to be a candidate and a willingness to serve, if elected, and (d) candidate questionnaire. These four items must be received in the TASB Austin office no later than June 30, 2010. Pursuant to the Bylaws, Nominations that do not meet this deadline cannot be accepted. The enclosed provides additional information regarding this process. Shortly after receipt of nomination forms, TASB will email to the nominated individual and the superintendent confirmation of receipt of the forms. If an acknowledgment is not received, contact Hershawna Turner at TASB.

TO ENDORSE A NOMINATED INDIVIDUAL FROM A BOARD WITHIN YOUR TASB REGION

From July 3 to August 30, Active member school boards may endorse a nominated individual (tan form) from their TASB Region who has complied with the requirements stated in the above paragraph. (If you have nominated one of your local board members, that nomination will be counted as your endorsement as well.) If at least 25 percent and less than a majority of the Active members from the nominated individual's TASB Region endorse the same individual, that individual will be included on the official ballot. If a majority of the Active members in a TASB Region endorse the same nominated individual, that individual will be elected to the TASB Board and will take office after the final session of the convention in the year elected [TASB Bylaws Art. VI, Section 2D(5)]. On July 3, a list of all candidates running for a position will be posted to the TASB Web Site (www.tasb.org).

EXHIBIT _____

Pursuant to the bylaws, endorsements adopted by an Active Member before July 3 or endorsements that are not on the endorsement form provided by the Association in a given year shall not be accepted. If your district has submitted a nomination for a member of your local board, the nomination will be counted as one of the endorsements. To endorse a nominated individual, complete the enclosed tan form and return to the TASB office. This form must be received in the TASB Austin office no earlier than JULY 3 or no later than AUGUST 30, 2010 (see enclosed for additional information regarding this process).

If you have questions or need further information, please contact Hershawna Turner at TASB 1-800-580-8272, ext. 6365 or 512-467-0222, ext. 6365; or by e-mail at hershawna.turner@tasb.org. We appreciate your participation in this nomination process.

Enclosures

EXHIBIT _____

TASB Overview

2010 Nomination Information

Updated 07/01/2010

TASB Board Vacancies

*Indicates Large District Director Position

TASB Region 9		Term 2010-13 (Vacant after Sept 26, 2010)
TASB Region 10	Position D	Term 2010-13

TASB Board Expiring Terms

*Indicates Large District Director Position

(I) Incumbents that have indicated they will be seeking reelection

TASB Region 1	Position B	(I) Maria Leal	South Texas ISD	Term 2010-13
TASB Region 2		(I) Teresa Flores	Ingleside ISD	Term 2010-13
TASB Region 6		(I) Michael B. Watkins	Cameron ISD	Term 2010-13
TASB Region 7		(I) Andra Self	Lufkin ISD	Term 2010-13
TASB Region 10	Position B	(I) James Goode	Carrollton-Farmers Branch ISD	Term 2010-13
TASB Region 10	Position C*	(I) Lew Blackburn	Dallas ISD	Term 2010-13
TASB Region 10	Position E*	(I) Linda Griffin	Garland ISD	Term 2010-13
TASB Region 11	Position A	(I) Charles Stafford	Denton ISD	Term 2010-13
TASB Region 13	Position A*	(I) Lori Moya	Austin ISD	Term 2010-13
TASB Region 14		(I) Richard Chambers	Snyder ISD	Term 2010-11
TASB Region 16		(I) Bret Begert	Fort Elliott CISD	Term 2010-13
TASB Region 20	Position D	(I) Rolinda Schmidt	Kerrville ISD	Term 2010-13

TASB Board of Directors Nominations Received by the June 30, 2010 Deadline

*Indicates Large District Director Positions

(I) Incumbents that have indicated they will be seeking reelection

				<u>Districts In Region</u>
TASB Region 1	Position B	Maria Leal	South Texas ISD	38
TASB Region 2		Teresa Flores	Ingleside ISD	43
TASB Region 2		Eric Ramos	Brooks County ISD	43
TASB Region 7		John Alexander	Bullard ISD	97
TASB Region 7		Ted Beard	Longview ISD	97
TASB Region 7		Andra Self	Lufkin ISD	97
TASB Region 10	Position B	James Goode	Carrollton-Farmers Branch ISD	82
TASB Region 10	Position C*	Carla Ranger	Dallas ISD	Large District
TASB Region 10	Position D	Missy Bender	Plano ISD	82
TASB Region 10	Position D	Keith Foisey	Kemp ISD	82
TASB Region 10	Position D	Donald Gant	De Soto ISD	82
TASB Region 10	Position D	Jeannie Russell	Bells ISD	82
TASB Region 10	Position D	Cindy Williams	Midlothian ISD	82
TASB Region 10	Position E*	Linda Griffin	Garland ISD	Large District
TASB Region 11	Position A	Leon Leal	Grapevine-Colleyville ISD	77
TASB Region 11	Position A	Charles Stafford	Denton ISD	77
TASB Region 13	Position A*	Lori Moya	Austin ISD	Large District
TASB Region 14		Richard Chambers	Snyder ISD	43
TASB Region 16		Bret Begert	Fort Elliott CISD	64
TASB Region 20	Position D	Joshua Cerna	Harlandale ISD	51
TASB Region 20	Position D	Rolinda Schmidt	Kerrville ISD	51

Updated 7/01/2010

EXHIBIT _____

ENDORSEMENT FORM

Date _____

This form to be used to endorse a nominated individual from a BOARD within your TASB Region who has completed the June 30, 2010 requirements.
Endorsements will only be accepted if acted on from JULY 3 to AUGUST 30. Must be received in the TASB Austin office on or before AUGUST 30, 2010

Robert Seward, Chair
TASB Nominations Committee
P. O. Box 400
Austin, Texas 78767-0400

Dear Mr. Seward:

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____
SCHOOL DISTRICT: _____
MAILING ADDRESS: _____
CITY: _____, TEXAS ZIP _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on _____
(Date)

Sincerely,

(BOARD PRESIDENT)

NAME: _____
SCHOOL DISTRICT: _____
MAILING ADDRESS: _____
CITY: _____, TEXAS ZIP _____

Must be received in the TASB Austin office on or before AUGUST 30, 2010

**RETURN TO:
TASB, Attn: Management Services
P.O. Box 400, Austin, Texas 78767-0400
or FAX (512) 467-3554**

2010 Delegate Assembly
Endorsement Form

EXHIBIT _____

APPROVAL OF DELEGATE AND ALTERNATE FOR THE 2010 TEXAS ASSOCIATION OF SCHOOL BOARDS DELEGATE ASSEMBLY

Superintendent's Recommendation

That the Board of Trustees appoints a Delegate and an Alternate to represent Edinburg CISD at the Delegate Assembly of the Texas Association of School Boards (TASB) held in conjunction with the TASB/TASA (Texas Association of School Administrators) Annual Convention in September 2010.

Rationale

The Delegate Assembly is the general governing body of TASB. Each member district of TASB is entitled to appoint a delegate and an alternate to represent the district's interests before state and national policy makers. Local trustees are instrumental in providing vital direction to the TASB Board through meaningful participation in the Assembly.

Budgetary Information

Not Applicable

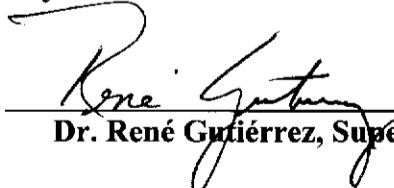
Resource Personnel

René Gutiérrez, Superintendent

Board Policy Reference and Compliance

Not Applicable

Recommended by



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____, PAGE(S) _____

Official Delegate Designation

Please note:

- Only board members of TASB Active Members (public schools and ESCs) may serve as delegates or alternates.
- TASB Directors are delegates by virtue of their position. If one of your board members is also a TASB Director, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, be sure you have submitted your membership update information to Anisa Pope at TASB.

Delegate _____

Board Title _____ E-mail _____

Send Delegate Assembly materials to the delegate at this address:

Alternate _____

Board Title _____ E-mail _____

Send Delegate Assembly materials to the alternate at this address:

Name of school district _____

County-district number _____ **TASB (ESC) region number** _____

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2010 TASB Delegate Assembly in Houston, Texas, on September 25, 2010 (as provided by the TASB Bylaws).

Board president's signature _____

Date _____

Please return your board's designations by September 10, 2010, to the following address:

Credentials Committee
c/o Anisa Pope
Texas Association of School Boards
P.O. Box 400
Austin, Texas 78767-0400

or fax this completed form to:
Anisa Pope
512-467-3554

EXHIBIT _____

**APPROVAL OF DATE TO HOLD PUBLIC MEETING TO DISCUSS
PROPOSED BUDGET AND TAX RATE FOR THE 2010-2011 SCHOOL YEAR**

Superintendent's Recommendation

That the Board of Trustees approves to hold a public meeting on August 24, 2010 at 5:30 p.m. to discuss proposed budget and tax rate for the 2010-2011 school year as required by Education Code Section 44.004.

Rationale

The Public Notice of this meeting will be published ten (10) to thirty (30) days before the proposed meeting date of August 24, 2010. The notice is currently scheduled to be published on August 12, 2010. Attached is also a planning calendar with the proposed dates of August 24, 2010 to adopt the Budget and September 14, 2010 to adopt the proposed rate of 1.2398.

Budgetary Information

Not applicable.

Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

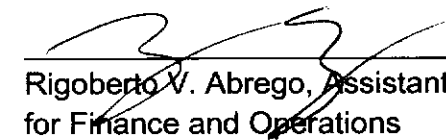
Board Policy Reference

This is in accordance with Board Policy, BAA (Legal) Board Powers and Duties and with Board Policy, CE (Legal) Annual Operating Budget.

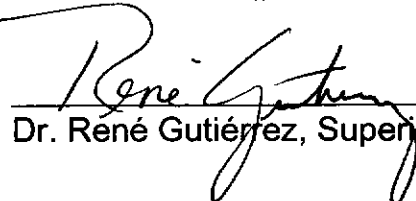
Prepared by:


Sylvia D. Garcia, Director of Finance

Approved by:


Rigoberto V. Abrego, Assistant Superintendent
for Finance and Operations

Recommended By:


Dr. René Gutiérrez, Superintendent of Schools

2010 Planning Calendar EDINBURG C I S D

	Mailing of notices of appraised value by chief appraiser.
May 15, 2010	Deadline for submitting appraisal records to ARB.
June 8, 2010	Deadline for chief appraiser to certify an estimated taxable value if school district has a July 1 fiscal year.
July 15, 2010	Deadline for commissioner of education to send notice to school districts required to equalize wealth.
July 20, 2010	Deadline for ARB to approve appraisal records. The board of directors of an appraisal district in a county with a population of at least one million may extend this deadline to September 2.
July 26, 2010	Deadline for chief appraiser to certify rolls to school districts.
July 12, 2010	Certification of anticipated collection rate by assessor-collector.
August 4, 2010	Calculation of rollback tax rate.
August 6, 2010	72-hour notice for meeting (Open Meetings Notice).
August 10, 2010	Meeting of school board to decide on public meeting date on budget and proposed tax rate. The school board votes on a proposed tax rate that will be published in the notice for the public meeting.
August 12, 2010	NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE published 10 to 30 days before public meeting. Post proposed budget summary on district's Web site.
August 20, 2010	72-hour notice for public meeting (Open Meetings Notice).
August 24, 2010	Public meeting on budget and proposed tax rate. School board may adopt budget and tax rate after the public meeting. Or, the board may adopt the budget and wait to adopt the tax rate. If the board waits to adopt the tax rate, continue with the next step.
Sept. 10, 2010	72-hour notice for meeting at which governing body will adopt tax rate (Open Meetings Notice).
Sept. 14, 2010	Meeting to adopt tax rate. School districts subject to an equalized wealth notice must wait to adopt a tax rate until the commissioner of education certifies that the wealth is equalized [Education Code Section 41.004(c)]. School district must adopt tax rate by Sept. 29 or 60 days after receiving certified appraisal roll, whichever date is later.

**APPROVAL OF 2010 EDINBURG CISD ANTICIPATED COLLECTION RATE
AND EXCESS 2009 DEBT TAX COLLECTIONS**

Superintendent's Recommendation

That the Board of Trustees approves the Edinburg CISD anticipated collection rate and excess 2009 Debt Tax Collection.

Rationale

This is needed to certify that the estimated collection rate for the year 2010 has been projected at 100% rate.

Budgetary Information

Information will be used to determine property tax rate.

Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

Board Policy Reference

This is in accordance with Board Policy, CCG (Legal).

Prepared by:



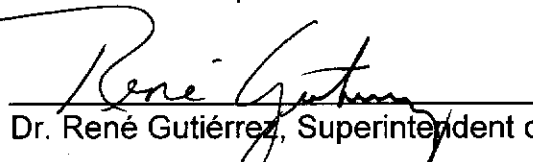
Sylvia D. Garcia, Director of Finance

Approved by:



Rigoberto V. Abrego, Assistant Superintendent
for Finance & Operations

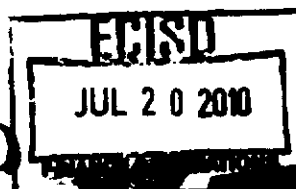
Recommended By:



Dr. René Gutiérrez, Superintendent of Schools

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

July 12, 2010

Edinburg C.I.S.D.
Attn: Mr. Rigberto V. Abrego
Director of Finance
P.O. Box 690
Edinburg, TX. 78540

Re: 2010 Edinburg C.I.S.D. Anticipated Collection Rate
And Excess 2009 Debt Tax Collections

Dear Mr. Abrego,

As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Rollback Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2009 to the governing body.

Certification

This is to certify that the Estimated Collection Rate for the year 2010 has been projected at 100% rate.

Also, the 2009 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2009 Debt Service Report.

Sincerely,

A handwritten signature in black ink, appearing to read "Armando Barrera, Jr." with a stylized flourish at the end.

Armando Barrera, Jr., RTA
Tax Assessor-Collector, Hidalgo County

2804 S. Bus. Hwy 281 • Edinburg, TX 78539

EXHIBIT _____

APPROVAL OF CONTRACT FOR PROPERTY VALUE STUDY APPEALS REPRESENTATION

Superintendent's Recommendation

That the Board of Trustees approve the firm of Linebarger Goggan Blair & Sampson, LLP, Attorneys at Law to represent the District in the administrative appeal and any judicial appeal of the property value study conclusions for the district for the school year 2011-2012.

Rationale

Each year, the Comptroller's office estimates the total taxable value of property in each school district as required by Section 403.302 of the Government Code. The Comptroller certifies this estimate to the Commissioner of Education, who uses them to distribute state aid to school districts. If the school districts values, as determined by the Appraisal District are calculated to be within 5% of the Comptroller's estimates of value, the Comptroller will automatically certify the school district values. No protest would be needed in this situation. However, if the difference were more than 5% then the District would need to decide whether to file a protest. The services of the firm of Linebarger Goggan Blair & Sampson, LLP, Attorneys at Law would be needed to file the protest and represent this District at the hearings. Although an appeal was not required for the 2009 property value study, the 1998 to 2009 appeals have resulted in total value reductions of \$349,316,842 and approximately \$5,241,000 in additional state aid.

Budgetary Information

The estimated fee for this service, if needed, will be known by June 2011 and will be included in the 2010-2011 school budget. The fee will equal to 10% of the additional state aid that the District qualifies for in the year 2011 - 2012 as a result of the administrative or judicial appeal.

Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

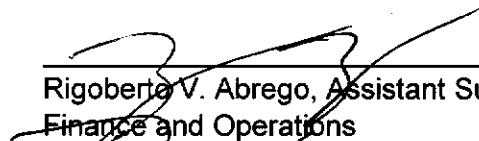
Board Policy Reference

This is in accordance with Board Policy CH (Legal) Purchasing and Acquisition.

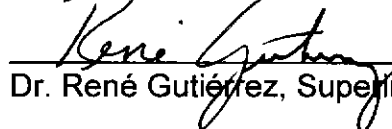
Prepared by:


Sylvia D. Garcia, Director of Finance

Approved by:


Rigoberto V. Abrego, Assistant Superintendent for Finance and Operations

Recommended by:


Dr. René Gutiérrez, Superintendent of Schools

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
TERRACE II
2700 VIA FORTUNA DRIVE
SUITE 400 (78746)
P.O. BOX 17428 (78760)
AUSTIN, TEXAS

512/447-6675
FAX 512/447-2433



05-17-10P.13:12 RCVG

June 16, 2010

Ms. Sylvia D. Garcia
Director of Finance
Edinburg Cons. Independent School District
P.O. Box 990
Edinburg, Texas 78540-0990

Dear Ms. Garcia:

I have prepared our report and proposal to continue representing Edinburg Cons. Independent School District for an appeal of the Comptroller's 2010 Property Value Study. With the exception of updating years, the contract is identical to that used in previous years.

Although an appeal was not required for the 2009 Property Value Study, our 1998 to 2009 appeals have resulted in total value reductions of **\$349,316,842** and approximately **\$5,241,000** in additional state aid.

I appreciate your continued support of our appeals services and hope that our past performance has equaled your expectations. I would also appreciate your assistance in scheduling our report and proposed contract for board consideration at your convenience. When approved, please execute both original contracts and return one in the enclosed envelope. If you have questions or require additional information, please contact me at (800) 262-7229, (512) 447-6675 ext. 3804, or direct at (512) 634-3804.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Witt".

Tom Witt
Director
Property Value Study Appeals Division

EXHIBIT _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT

This Contract is between the law firm of Linebarger Goggan Blair & Sampson, LLP, hereinafter referred to as Firm, and Edinburg Consolidated Independent School District, hereinafter referred to as District. This Contract is for the administrative appeal and any judicial appeal of the property value study findings as conducted by the Comptroller's Office as of January 1, 2010 for the school year 2011-2012. Firm and District agree as follows:

I.

Administrative and Judicial Appeal Services

Firm agrees to represent District in the administrative appeal and any judicial appeal of the property value study conclusions for District for the school year 2011-2012. Included in such administrative and judicial appeal representation is research of the preliminary conclusions, the gathering and analysis of property sales, appraisals and such other evidence as may be necessary or appropriate, presentation of the appeal at administrative hearings, and prosecution of any judicial appeal. Firm agrees to retain any necessary consultants or appraisers as required.

II.

Fees and Expenses

Firm agrees to bear the costs of preparing and presenting the administrative appeal and prosecuting any judicial appeal including the expenses, if any, for appraisers or other consultants.

District agrees to pay Firm as compensation for services under this Contract a contingent fee equal to ten percent (10%) of the additional State aid that District qualifies for in the year 2011-2012 as a result of the administrative or judicial appeal. Payment of the fee to Firm shall be made in equal quarterly payments on November 1, February 1, May 1, and August 1 following the certification of State aid amounts by the Commissioner of Education, or as agreed upon in a letter to District executed by a partner of the Firm.

This Contract is executed on _____, 2010 in duplicate originals at Hidalgo County, Texas.

Edinburg Consolidated Independent School District

Linebarger Goggan Blair & Sampson, LLP

By: _____

By: Kent M. Reider

PARTNER

TITLE

EXHIBIT _____

APPROVAL OF 2010-2011 TUITION FEES FOR OUT OF DISTRICT TRANSFERS

Superintendent's Recommendation

That the Board of Trustees approve the 2010-2011 Tuition Fee for Out of District eligible transfers at \$2,628 per student.

Rationale

The Education Code and District Policy allows the District to charge a tuition fee for out of district transfers to the extent that the District's actual expenditure per student in enrollment exceeds the sum of the District's benefits from state and federal aid sources.

Budgetary Information

Anticipated revenues from the collection of the fees are included in the budget.

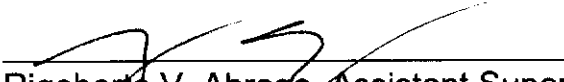
Resource Personnel

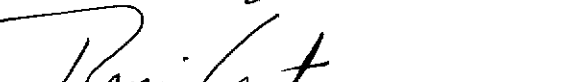
Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

Board Policy Reference

This is in accordance with Board Policy FDA (Local); TEC 25.038.

Prepared by: 
Sylvia D. Garcia, Director of Finance

Approved by: 
Rigoberto V. Abrego, Assistant Superintendent
For Finance & Operations

Recommended By: 
Dr. René Gutiérrez, Superintendent of Schools



EDINBURG
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DRAWER 990
EDINBURG, TEXAS 78540
PHONE (956) 289-2300
FAX # (956) 386-0915

July 29, 2010

TO: Dr. René Gutiérrez
Superintendent of Schools

FR: Mr. Rigoberto V. Abrego
Assistant Superintendent for Finance & Operations

RE: Tuition Fee - Transfer Students

The following information is for the purpose of determining the tuition charges for students in the 2010-2011 school year as per Board Policy FCA (local).

Total Estimated Expenditures 2009-2010	367,989,582
Less Estimated State Revenue	199,470,820
Less Estimated Federal Revenue	80,341,554
Less Estimated Facilities Acquisition	4,052,500
Net Difference	84,124,708
2009-2010 Enrollment from PEIMS Fall Submission	32,011
Net Difference divided by Enrollment	2,628
Recommended Tuition Fee	2,628
Current Tuition Fee	2,628
Increase (Decrease)	0

APPROVAL TO REMOVE REFERENCES TO THE EXHIBIT A, B, AND C SIGNATURE FORMS IN THE ECISD ELECTRONIC COMMUNICATION AND DATA MANAGEMENT CQ LOCAL, LEGAL, AND REGULATION POLICIES

Superintendent's Recommendation

Board of Trustees approves the request to remove EXHIBIT A, B, AND C references in the ECISD ELECTRONIC COMMUNICATION AND DATA MANAGEMENT CQ LOCAL, LEGAL, and REGULATION POLICIES.

- EXHIBIT A-STUDENT PERMISSION FORM TO CONTINUE USING THE DISTRICT'S ELECTRONIC COMMUNICATIONS SYSTEM
- EXHIBIT B-STUDENT AGREEMENT FOR PARTICIPATION IN AN ELECTRONIC COMMUNICATION SYSTEM
- EXHIBIT C-EMPLOYEE AGREEMENT FOR ACCEPTABLE USE OF THE ELECTRONIC COMMUNICATION SYSTEM

Staff, student, and/or parent signatures on the EXHIBIT A, B, AND C FORMS grant access to the ECISD Electronic Communication System and acceptance of ECISD Technology Acceptable Use Policy regulations and procedures.

This request is to have the staff, student, and/or parent signatures on the ECISD Employee Handbook and Student/Parent Handbook reflect acceptance of all ECISD Technology Acceptable Use Policy guidelines and regulations.

A parent and/or guardian may submit a letter to the Campus Principal requesting their child not participate in the ECISD Electronic Communication System and/or that their child's work and photo not be recognized in electronic publications.

Rationale

Currently, ECISD staff, students, and/or parents sign the EXHIBIT A, B, and/or C forms annually to grant system access and acknowledge acceptance of the ECISD Technology Acceptable Use Policy (AUP) guidelines and regulations. This process is redundant, as signatures on both the ECISD Employee Handbook and ECISD Student/Parent Handbook already reflect acknowledgement and acceptance of ECISD Board Policy.

User Department

This item was requested by Eduardo Javier Moreno/Director of the Technology.

Budgetary Information

N/A

Resource Personnel

Dr. René Gutiérrez
Mario Salinas
Eduardo Javier Moreno

Board Policy Reference

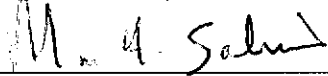
This is in accordance with the ECISD procedures.

Prepared by:



Eduardo Javier Moreno, Director of Technology

Approved by:



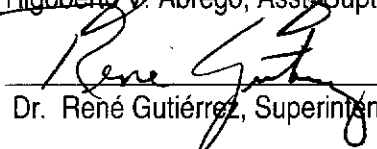
Mario H. Salinas, Asst. Supt./District Administration

Approved by:



Rigoberto V. Abrego, Asst. Supt./Finance

Superintendent of Schools:



Dr. René Gutiérrez, Superintendent

Edinburg CISD
108904

ELECTRONIC COMMUNICATION AND DATA MANAGEMENT

CQ
(EXHIBIT)

The following exhibits are used by the District:

- Exhibit A: Student Permission to Continue Using the District's Electronic Communications and Data System — 2 pages
- Exhibit B: Student Agreement for Participation in an Electronic Communications System — 1 page
- Exhibit C: Employee Agreement for Acceptable Use of the Electronic Communications System — 2 pages
- Exhibit D: Agreement for Acceptable Use of the Electronic Communications System by a Nonschool User — 2 pages
- Exhibit E: System Access Confidentiality Agreement Form — 2 pages

DATE ISSUED: 10/4/2004
LDU-40-04
CQ(EXHIBIT)-X

1 of 1

EXHIBIT _____

Edinburg CISD
108904

ELECTRONIC COMMUNICATION AND DATA MANAGEMENT

CQ
(EXHIBIT)

EXHIBIT A

STUDENT PERMISSION TO CONTINUE USING THE DISTRICT'S
ELECTRONIC COMMUNICATIONS AND DATA SYSTEM

Dear Parents:

Our records indicate that you previously signed a form giving permission for your child to participate in the District's electronic communications system. The District requires that you renew this permission each year. To grant your child permission to continue using the District's electronic communications system please sign your name below. If you would like a new printed copy of the District's Electronic Communication and Data Management policy you may request one from the school where your child attends, or you may visit our District's Web site at <http://www.ecisd.us> for an electronic version of our Acceptable Use Policy.

A Reminder...

The Internet is a network of networks. Your child will be able to communicate with other schools, colleges, organizations, and individuals around the world through the Internet and other electronic information systems/networks.

With this educational opportunity also comes responsibility. It is important that you and your child read the District policy, administrative regulations, and agreement form and discuss these requirements together. Inappropriate system use will result in:

1. The suspension of access to the District's system,
2. The loss of the privilege to use this educational tool, or
3. Other disciplinary or legal action, in accordance with the Student Code of Conduct and applicable laws.

Please note that the Internet is an association of diverse communication and information networks. It is possible that your child may run across areas of adult content and some material you might find objectionable. While the District will take reasonable steps to preclude access to such material and does not condone such access, it is not possible for us to absolutely prevent such access.

Please fill in the appropriate information below, sign and date it, and return this form to your child's school to indicate that you are giving, or not giving, your child permission to continue to participate. Also indicate if you want to allow your child's work and/or photograph, which may or may not be accompanied by his/her first name (and initial of last name in the event of two children in the same group with the same first name), to be electronically displayed by the Edinburg Consolidated Independent School District. (Indicate by placing an X on the blank.)

I give ___ or do not give ___ permission for my child to participate in the District's electronic communications system.

I give ___ or do not give ___ permission for my child's work to be displayed on a Web.

I give ___ or do not give ___ permission for my child's photograph to be displayed on a Web.

DATE ISSUED: 10/4/2004
LDU-40-04
CQ(EXHIBIT)-X

1 of 2

EXHIBIT _____

Edinburg CISD
108904

ELECTRONIC COMMUNICATION AND DATA MANAGEMENT

CQ
(EXHIBIT)

Student Name (print) _____

Grade _____ I.D. Number _____ Campus _____

Parent /Guardian Name (print) _____

Signature _____ Date _____

It is the policy of the Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. Es poliza del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religion, raza, color, origen nacional, ni por discapacidad dentro de sus programas educacionales.

DATE ISSUED: 10/4/2004
LDU-40-04
CQ(EXHIBIT)-X

2 of 2

EXHIBIT _____

Edinburg CISD
108904

ELECTRONIC COMMUNICATION AND DATA MANAGEMENT

CQ
(EXHIBIT)

EXHIBIT B

STUDENT AGREEMENT FOR PARTICIPATION
IN AN ELECTRONIC COMMUNICATIONS SYSTEM

I. STUDENT

I have received a copy of and understand the District's electronic communications system policy and administrative regulations and agree to abide by their provisions. I understand that violation of these provisions may result in suspension or revocation of system access, and other disciplinary or legal action, in accordance with the Student Code of Conduct and applicable laws.

Student's Name (print) _____ I. D. Number: _____ Grade _____

Student's signature _____ School _____ Date _____

II. SPONSORING PARENT OR GUARDIAN

I have received a copy of and understand the District's electronic communications system policy and administrative guidelines. In consideration for the privilege of using the District's electronic communications system, and in consideration for having access to the public networks, I hereby release the District, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my child's use of, or inability to use, the system, including, without limitation, the type of damages identified in the District's policy and administrative regulations. (Indicate by placing an X on the blank.)

I give ___ or do not give ___ permission for my child to participate in the District's electronic communications system.

I give ___ or do not give ___ permission for my child's work, which may or may not be accompanied by his/her first name (and initial of last name in the event of two children in the same group with the same first name), to be electronically displayed by the Edinburg Consolidated Independent School District.

I give ___ or do not give ___ permission for photographs of my child, which may or may not be accompanied by his/her first name (and initial of last name in the event of two children in the same group with the same first name), to be electronically displayed by the Edinburg Consolidated Independent School District.

Parent/Guardian Name (print) _____

Home Address _____

_____ Phone Number _____

Signature _____ Date _____

It is the policy of the Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs. Es poliza del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religion, raza, color, origen nacional, ni por discapacidad dentro de sus programas educacionales.

DATE ISSUED: 10/4/2004
LDU-40-04
CQ(EXHIBIT)-X

1 of 1

EXHIBIT _____

Edinburg CISD
108904

ELECTRONIC COMMUNICATION AND DATA MANAGEMENT

CQ
(EXHIBIT)

EXHIBIT C

EMPLOYEE AGREEMENT FOR ACCEPTABLE USE OF THE
ELECTRONIC COMMUNICATIONS SYSTEM

You are being given access to the Edinburg Consolidated Independent School District's electronic communications system. Through this system, you will be able to communicate with other schools, colleges, organizations, and people around the world through the Internet and other electronic information systems/networks. You will have access to hundreds of databases, libraries, and computer services all over the world.

With this opportunity comes responsibility. It is important that you read the District policy, administrative regulations, and agreement form and ask questions if you need help in understanding them. Inappropriate system use will result in the loss of the privilege to use this educational tool.

Please note that the Internet is a network of many types of communication and information networks. It is possible that you may run across some material you might find objectionable. While the District will take reasonable steps to restrict access to such material, it is not possible to absolutely prevent such access. It will be your responsibility to follow the rules for appropriate use.

RULES FOR APPROPRIATE USE

1. You may be assigned an individual account, and you are responsible for not sharing the password for that account with others.
2. You will be held responsible at all times for the proper use of your account and the District may suspend or revoke your access if you violate the rules.
3. Remember that people who receive e-mail from you with a District address might think your messages represent the District's point of view.

INAPPROPRIATE USE

1. Using the system for any illegal purpose.
2. Borrowing someone's account without permission.
3. Downloading or using copyrighted information without permission from the copyright holder.
4. Posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
5. Wasting District resources through the improper use of the computer system.
6. Gaining unauthorized access to restricted information or resources.

CONSEQUENCES FOR INAPPROPRIATE USE

1. Suspension of access to the system

DATE ISSUED: 10/4/2004
LDU-40-04
CQ(EXHIBIT)-X

1 of 2

Edinburg CISD
108904

ELECTRONIC COMMUNICATION AND DATA MANAGEMENT

CQ
(EXHIBIT)

- 2. Revocation of the computer system account; or
- 3. Other disciplinary or legal action, in accordance with applicable laws

I understand that my computer use is not private and that the District will monitor my activity on the computer system.

I have read the District's electronic communications system policy and administrative regulations and agree to abide by their provisions. In consideration for the privilege of using the District's electronic communications system and in consideration for having access to the public networks, I hereby release the District, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, the system, including, without limitation, the type of damages identified in the District's policy and administrative regulations.

_____ I give permission for my work to be electronically displayed and reproduced by the District.

_____ I give permission for my picture to be electronically displayed on the Internet

Printed Name _____ Employee I.D. Number _____

Signature _____

Campus _____ Assignment _____

Home Address _____

Home Phone Number _____

Date _____

Printed Name of Immediate Supervisor _____

Immediate Supervisor's Signature Indicating Approval _____

White copy: Technology Department Yellow Copy: Principal Designee Pink Copy: Teacher

DATE ISSUED: 10/4/2004
LDU-40-04
CQ(EXHIBIT)-X

2 of 2

EXHIBIT _____

APPROVAL TO PURCHASE LIBRARY BOOKS FROM AWARDED VENDORS THROUGH THE REGION ONE LIBRARY PURCHASING COOPERATIVE FOR THE FISCAL SCHOOL YEAR 2010-2011 FOR THREE HIGH SCHOOLS, SIX MIDDLE SCHOOLS, AND TWENTY-EIGHT ELEMENTARY SCHOOLS.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approve the recommendation to purchase library books from awarded vendors through Region One Library Purchasing Cooperative for the fiscal year 2010-2011 for three High Schools, six Middle Schools, and twenty-eight Elementary Schools.

RATIONALE:

The Region One ESC sought competitive sealed bid proposals on the above mentioned library books on Tuesday, February 23, 2010 until 3:00 p.m. The library books bids were awarded on June 29, 2010 by Region One ESC Board of Directors with a term bid beginning July 1, 2010 and ending June 30, 2012. The new elementary campuses, (Ramirez, Crawford, and Flores-Zapata), are not included in this approval due to pending funding from other sources. Gorena Elementary and Longoria Middle School are included in this approval due to their scheduled opening in the Spring of 2011.

PAPERWORK IMPACT:

This will not generate additional paperwork from the District.

BUDGETARY INFORMATION:

Pending Approval of 2010-2011 Budget

Estimated Cost: \$737,900.00

199-12-6397-56-XXX-099069

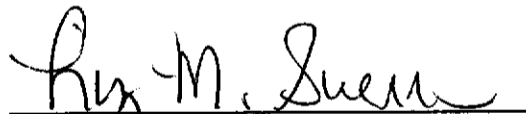
Account	Description	Appro.	Enc.	Expen.	Bal.
199-12-6397-56-XXX-199069	Library Books	\$737,900	0	0	\$737,900

The Edinburg CISD has appropriated funds to cover the procurement of these items in the 2010-2011 school budgets following school board approval.

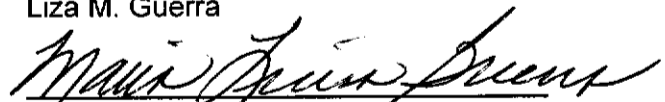
RESOURCE PERSONNEL:

- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
- Rigoberto V. Abrego, Assistant Superintendent for Finance and Operations
- Sylvia D. Garcia, Director of Finance
- Amaro Tijerina, Purchasing Coordinator
- Liza M. Guerra, Library Services Supervisor


Prepared by:


Liza M. Guerra


Approved by:


Maria Luisa Guerra

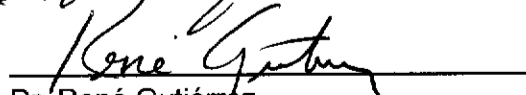
Within Budgetary Allocation:


Sylvia D. Garcia

Finance Department Approval:


Rigoberto V. Abrego

Recommended by:


Dr. René Gutiérrez
Superintendent of Schools

Notes for Bid Tabulation
LIBRARY BOOKS
FROM REGION ONE
LIBRARY PURCHASING COOPERATIVE
 Bids Awarded on June 29, 2010
 by ESC Board of Directors

1. **USER DEPARTMENTS:** This bid will be used by the Librarians of the district for the purchase of Library Books.
2. **TERM BID:** This bid is a term bid beginning 2010 and ending 2011.
3. **TOTAL ESTIMATED BID AWARDED:**
4. **APPROXIMATE AMOUNT SPENT LAST YEAR:** \$299,000
5. **BUDGET INFORMATION:** Each campus will issue purchase orders based on their approved budgets for Library Books with school board approval.

CAMPUS	ACCOUNT #	DESCRIPTION	APPROP.	ENCUM.	EXPEND	BALANCE
EHS	199-12-6397-56-001-199069	Library Books	\$20,000	0	0	\$20,000
JEHS	199-12-6397-56-002-199069	Library Books	\$20,000	0	0	\$20,000
ENHS	199-12-6397-56-003-199069	Library Books	\$20,000	0	0	\$20,000
B.L. Garza MS	199-12-6397-56-043-199069	Library Books	\$5,000	0	0	\$5,000
South MS	199-12-6397-56-044-199069	Library Books	\$21,020	0	0	\$21,020
Memorial MS	199-12-6397-56-045-199069	Library Books	\$5,000	0	0	\$5,000
Barrientes MS	199-12-6397-56-046-199069	Library Books	\$5,000	0	0	\$5,000
Harwell MS	199-12-6397-56-047-199069	Library Books	\$6,120	0	0	\$6,120
Longoria MS	199-12-6397-56-048-199069	Library Books	\$300,000	0	0	\$300,000
Austin	199-12-6397-56-101-199069	Library Books	\$2,880	0	0	\$2,880
Brewster	199-12-6397-56-102-199069	Library Books	\$4,400	0	0	\$4,400
Hargill	199-12-6397-56-103-199069	Library Books	\$12,680	0	0	\$12,680
Betts	199-12-6397-56-104-199069	Library Books	\$3,200	0	0	\$3,200
Jefferson	199-12-6397-56-105-199069	Library Books	\$3,200	0	0	\$3,200
Trevino	199-12-6397-56-106-199069	Library Books	\$17,120	0	0	\$17,120
Lee	199-12-6397-56-107-199069	Library Books	\$2,000	0	0	\$2,000
Lincoln	199-12-6397-56-108-199069	Library Books	\$2,000	0	0	\$2,000
Guerra	199-12-6397-56-109-199069	Library Books	\$20,980	0	0	\$20,980
Zavala	199-12-6397-56-110-199069	Library Books	\$3,700	0	0	\$3,700
Travis	199-12-6397-56-111-199069	Library Books	\$3,200	0	0	\$3,200
F.Gonzalez	199-12-6397-56-112-199069	Library Books	\$2,000	0	0	\$2,000
Johnson	199-12-6397-56-113-199069	Library Books	\$3,200	0	0	\$3,200
Canterbury	199-12-6397-56-114-199069	Library Books	\$3,200	0	0	\$3,200
Monte Cristo	199-12-6397-56-115-199069	Library Books	\$27,700	0	0	\$27,700
Escandon	199-12-6397-56-116-199069	Library Books	\$3,200	0	0	\$3,200
De La Vina	199-12-6397-56-117-199069	Library Books	\$3,200	0	0	\$3,200
San Carlos	199-12-6397-56-118-199069	Library Books	\$5,460	0	0	\$5,460
Truman	199-12-6397-56-119-199069	Library Books	\$19,000	0	0	\$19,000
Eisenhower	199-12-6397-56-120-199069	Library Books	\$3,200	0	0	\$3,200
Kennedy	199-12-6397-56-121-199069	Library Books	\$15,560	0	0	\$15,560
Cano/Gonzalez	199-12-6397-56-122-199069	Library Books	\$4,240	0	0	\$4,240
Cavazos	199-12-6397-56-123-199069	Library Books	\$3,200	0	0	\$3,200
Villarreal	199-12-6397-56-124-199069	Library Books	\$11,240	0	0	\$11,240
Avila	199-12-6397-56-125-199069	Library Books	\$2,000	0	0	\$2,000
Magee	199-12-6397-56-126-199069	Library Books	\$2,000	0	0	\$2,000
Esparza	199-12-6397-56-127-199069	Library Books	\$2,000	0	0	\$2,000
Gorena	199-12-6397-56-131-199069	Library Books	\$150,000	0	0	\$150,000
			\$737,900	0	0	\$737,900

EXHIBIT _____



Library Purchasing Cooperative Bids Awarded
 Period Of July 1, 2010 - June 30, 2012

www.esc1.net/media
Library Purchasing Cooperative
 (click) Library Books
 Password: bids2010

Bids 10-04-12

Company Name	Website	Address	City	State	Zip Code
Website - Catalog Name					
2010-11 Discount	2011-12 Discount	Shipping/Handling	Vendor Bid Comments		
Decisions					
Bellweather Media, Inc.	www.bellweathermedia.com	3857 Penn Av. S.	Minneapolis	MN	55419
Magazine Spring 2010 BELLWETHER "The best for Beginning and Struggling Readers"	25 %				
No	\$ 10.00 Handling fee on orders under \$ 200. Magazine				
Book Depot	www.bookdepot.com	67 Front Street, North	Thorold	Ontario, Canada	L7V 1X3
65%	65%				
Yes	www.bookdepot.com for all net pricing. Our product is discounted 65%-95% off the U.S. List Price. Ship costs start in Buffalo, NY. And are based on weight and destination. Min order amount \$250.00				
Borders, Inc.	www.borders.com	300 Phoenix Drive	Ann Arbor	MI	48106
0-25%*	0-25%*	up to 4.50 / carton (determined by weight)	* See attachment Attachment A with Discount Percentage, Discount Exceptions, And Discount Limitations. Borders, Inc. discounts from retail price. View current catalog at www.borders.com .		
Yes					
Bound To Stay Bound Books, Inc.	www.btsb.com	1888 W. Marten	Jacksonville	FL	32250
catalog and website	30%*				
No					
Budgeted Corporation		1906 North Shiloh Drive	Fayetteville	AR	72704
Budgeted 2010-2011 K-12 Catalog	*3%	NA	*Take an additional 3% off our catalog price. Our catalog is already discounted up to 40% off publisher pricing. Discounts offered here will be off our then current catalog/web pricing which is updated in April each year.		
Yes	We are not able to fully process library books in order to make books shelf ready. We can get virtually any book in print, not limited to those in our catalog, at up to 40% off publisher prices.				
Capstone Publishers		131 Good Counsel Drive	Manhato	MM	56002-0669
Capstone Digital Brochure	*As per current catalog		*Catalog offers two prices - list and school/library. School/library is 25% off list price. You will receive the school/library price.		
No					
Children's Plus, Inc.	www.childrensplusinc.com	1387 Dutch American Way	Beecher	IL	60401
As per current catalog	As per current catalog	Free Shipping on all orders.	Note: Catalog and website prices already reflect a 0-30% off publishers list price. Prices are net discount.		
No					

2010-2012 Region One ESC Library Purchasing Cooperative Bids Awarded - Bids 10-04-12

7/22/2010

Page 13 of 31

Company Name	Website	Address	City	State	Zip Code
Website - Catalog Name					
2010-11 Discount	2011-12 Discount	Shipping/Handling	Vendor Bid Comments		
Decisions					
Child's World, Inc., The		1888 Leabart Drive	Manhato	MN	56003-1785
Catalog & Price List	30%	Free	Discounted price is in black/bold type in catalog.		
No					
Child's World, The		1888 Leabart Drive	Manhato	MN	56003
Catalog	30% Off List				
No					
Comerics Corporation		3858 Bone China Blvd.	Brownsville	TX	78521
??	25%				
No					
Crabtree Publishing		PMB 58851 69th Avenue 58th Floor	New York	NY	10118
Catalog	25% Off List	8% of Net			
Yes	8% of net				
Creative Company, The		P O Box 227	Manhato	MN	56002
Catalog	30% Off List	8% of net			
No					
Cystal Productions		P O Box 2138	Glendora	IL	60825
Catalog	30%				
Yes	(1) Discount applies only to full-line catalog. (2) Discount does not apply to supplementary catalogs. (3) Discount does not apply to already special priced items i.e. sets. (4) Vendor is not responsible for discontinued items.				
Davidson Titles, Inc.	www.davidsontitles.com	P O Box 3888	Jackson	TN	38888-3688
Davidson and Turtleback Books, catalogs	*5%		Elementary 2010 each season new catalogs Secondary 2010 will be available online should print catalogs cease to be printed. Catalogs are available and interactive online at www.davidsontitles.com . The website is the most comprehensive and is		
No					
Delaney Educational Enterprises	www.delaney.com	1435 West Monroe Blvd.	San Diego	CA	92116
0-30%	0-30%				
No					

2010-2012 Region One ESC Library Purchasing Cooperative Bids Awarded - Bids 10-04-12

7/22/2010

Page 14 of 31

EXHIBIT

Bid# 10-04-12

Company/Name	Website	Address	City	State	Zip Code
Website-Catalog Name 2010-11 Discount 2011-12 Discount Shipping/Handling Vendor Bid Comments					
Deviations					
DLB Educational Corp. ?? As Per Current Catalog As Per Current Catalog 0%		14150 Lathrop Rd.	Houston	TX	77058
No Edison Publishing Group Catalog 7% 7%		30 Meacham Boulevard	Oakdale	NY	11769
No Encyclopaedia Britannica, Inc. Britannica Elementary/Secondary Books for Texas Schools Price List See Price List (6%-29%) See Price List (6%-29%) Free for Texas		310 S. Michigan Avenue	Chicago	IL	60604
					Shelf-Ready Library Processing Services: Data Disk, Marc Record or Records Electronically \$20.00 per order // Barcode Labels \$0.50 per label // Spine Labels \$0.50 per label // Clear Label Protectors (for barcode or spine labels) \$0.25 per unit // Theft Protection Strips \$0.50 per unit
No Enlow Publishers, Inc. Catalog 25% Off List 25% Off List 10% of Subtotal	www.enlow.com	32711 Teal Street	Brookshire	TX	77423
Yes Equinox Marketing Group, Inc. 0% 0% 8% or Invoice if shipped		PO Box 73987	Houston	TX	77273-3987
No Essex & Associates 0-30% Off List 0-30% Off List 0-20% depending on order		32711 Teal Street	Brookshire	TX	77423
					Represents: ABDO Publishing, Bearport Publishing, The Child's World, Crabtree Publishing, The Creative Company, Enlow Publishers, Gareth Stevens, Infobase Publishing (imprints: Chelsea Hours Publishing, Facts on File, Chelsea Clubhouse), Mason Crest Publishers, Norwood House Press, Rourke Publishing, Weigl Publishers, The Lincoln Library Press
Yes Everbind Books Catalog 0% 0% 8%		68 Industrial Rd	Lodi	WI	67644
Yes					Discount to schools is reflected in catalog prices.
					(1) Our prices include a discount to schools that is the most generous in the industry. (2) Everbind charges 8% shipping to Texas. (3) Even with shipping charges, our prices are the lowest in the industry. Do not be deceived by the free shipping gimmick. Companies raise the prices of their books to compensate. COMPARE PRICES. We have included competitor prices in the enclosed catalog—that is how confident we have the best prices.

2010-2012 Region One ESC Library Purchasing Cooperative Bids Awarded - Bid# 10-04-12

7/22/2010

Page 15 of 31

Company/Name	Website	Address	City	State	Zip Code
Website-Catalog Name 2010-11 Discount 2011-12 Discount Shipping/Handling Vendor Bid Comments					
Deviations					
Film Media Group		288 American Metro Blvd. Ste. 124	Manalapan	NJ	08619
Catalog 15% 15%					
Yes Third party items are excluded from discount.					
Follett Library Resources, Inc. Catalogs-Website *15% *15%		1948 Edgemoor Drive	McHenry	IL	60050
					*Follett Library Resources, Inc. online catalog prices reflect up to 45% discount off publisher's list prices, with an average 15% discount. Our online catalog, www.blewawe.com , reflects discounted net prices for books. Additional quantity discounts are available for 25+ copies of the same FollettBound title and a select group of dictionaries and thesauri. See enclosed for further information.
No Gale Group Inc, The 2010 Discount Programs by Imprint Price List * See Below * See Below	www.gale.com/gale.com	27500 Drake Road	Farmington Hills	MI	48331-3535
					*Gale discounts vary by imprint. Please refer to the enclosed "2010 Discount Programs by Imprint" for details of discounting by imprint. Discounts and prices may change at any time with or without notice.
Yes Please refer to our cover letter and Exceptions/Notations document which immediately follows this Deviation form.					
Gareth Stevens Publishing Catalog-Website 0% 0% Free		111 East 148th Street, Suite 340	New York	NY	10010
					Catalog prices already reflect a 25% school and library discount
Yes See Attached: (1) Addendum Standards and Deviations; (2) Service Policy					
Garrett Educational Corporation catalog and website 30% 30%		P O Box 1588	Ada	OK	74821-1588
					catalog lists for each book includes both the Publisher's list price and the Garrett Discount Price plus 5% shipping and handling. Member school districts will receive a 30% discount from Publ. List with free S&H.
Gayland Bros. ?? 0% 0%	www.gayland.com	P O Box 4988	Syracuse	NY	13221
No Gardner Books catalog, website *0-70% *0-70%	www.gardnerbooks.com	P O Box 585	Bethany	MO	64424
					*Catalog reflects prediscount off list price, average 32%

2010-2012 Region One ESC Library Purchasing Cooperative Bids Awarded - Bid# 10-04-12

7/22/2010

Page 16 of 31



Library Purchasing Cooperative Bids Awarded
Period Of July 1, 2010 - June 30, 2012

www.esc1.net/media
Library Purchasing Cooperative
(click) Library Books
Password: bids2010

Bids 10-04-12

Company/Name	Website	Address	City	State	ZipCode
Website-Catalog Name 2010-11 Discount 2011-12 Discount Shipping/Handling Vendor Bid Comments					
Deviations					
Heineman Baltesee Library Catalog *As per current catalog *As per current catalog	www.heinemanbaltesee.com	594 Good Counsel Drive	Minnetonka	MN	56002-0609
No					*Note: Our catalogs offer two prices - list and school/library. School/library is 25% off list price. You will receive the school/library price.
Highsmith Inc. Highsmith 2009-10 Catalog [Region One ESC Discount No. 121304 Keycode 13138N] *13% Minimum order \$25.00 *13% Minimum order \$25.00 Stock shipping included. Non-stock varies by item.		401 S. Wright Road	Janesville	WI	53546
Yes	See clarification letter.				*See enclosed discount letter 121304 for details. Discounts NOT valid on LibrarySparks magazine, Edupress and Learning Well brands, 3M & Checkpoint security products, sale catalogs, orders already in progress, in conjunction with other offers or with other discounts. Additional charges for inside delivery, lift gate delivery or prior notification may be prepaid and added to your invoice.
Infobase Publishing Catalogs: Facts On File; Films Media Group; Chelsea House; Chelsea Clubhouse 10% Off List 10% Off List 7% Shipping Charges		32711 Teal Street	Brookshire	TX	77423
Yes					
Ingram Library Services Inc. Children's Advance The Ingram Book Magazine May/June 2010 0-46.9% 0-46.9%	www.ingramlibrary.com	One Ingram Blvd	La Vergne	TN	37086-1986
No					See List of Book Discounts
Junior Library Guild Catalogs [Junior Library Guild Collection Development for Every Library] [JLG Backlist Spring 2010 179 New Titles Plus 364 for Just \$ 5] * 0 % * 0 %	www.juniorlibraryguild.com	7858 Industrial Pkwy.	Plain City	OH	43064
No					* Our Catalogs are Prediscounted up to 75 % off the publisher's price.
Lakeshore Learning Materials catalog; website 5% 5%	www.lakeshorelearning.com	2685 E. Dominguez St.	Carson	CA	90895
No					Note "PER BID 10-04-12" on all orders to ensure you receive the proper terms.
Lectorum Publications, Inc. Catalog-www.lectorum.com *20% *20%	www.lectorum.com	205 Clouds Avenue	Lyndhurst	NI	07071
Yes	Shipping charges are 7% of net total and will be added as a separate item on our invoice. Orders of \$5,000 net or more will be shipped FREE of charge.				*Please note the 20% discount is already reflected in our catalog prices.

Company/Name	Website	Address	City	State	ZipCode
Website-Catalog Name 2010-11 Discount 2011-12 Discount Shipping/Handling Vendor Bid Comments					
Deviations					
Lexia Publishing Group Lexia Publishing Group 2009-10 School & Library Catalog for Grades K-12 25% 25% Free		241 First Avenue North	Minneapolis	MN	55401
No					Processing will be provided free of charge on any orders totaling \$350.00 or more.
Lincoln Library Press, Inc. Brochure 10% Off List 10% Off List \$25.00 Per Set		812 Huron Rd E. Ste 401	Cleveland	OH	44115
Yes					
Lorito Books, Inc. Brochure & Price List *30% *30%	www.loritobooks.com	8885 W. 74th Place	Arvada	CO	80005
No					*In addition to the discount, Lorito Books will offer the following benefits to ESC 1 schools: (1) Free CD replacement; (2) Extra classroom copies of books to go with the audiobook will be available at a 30% discount off the list price; (3) To facilitate shelf-readiness, schools will have their choice of packaging; either in a hang bag or the CD in an adhesive sleeve inside the book.
M.E. Sharpe, Inc. 2009-10 Sharpe Reference Catalog-Sharpe Online Reference Supplement-Schedule A-Schedule B *See Below *See Below		88 Business Park Drive	Armonk	NY	10504
No					*Sharpe Reference 1-2 Sets/mis-match per order = 0% + Free Shipping -- 3-5 Sets/mis-match per order=5% + Free Shipping -- 6+ Sets/mis-match per order=10% + Free Shipping. Sharpe Focus Individual Titles=10% + Free Shipping -- Sets=15% + Free Shipping. *Schedule A Multiple Title Discounts: Purchase 3-5 individual titles =10% -- Purchase 6-9 individual titles=15% -- Purchase 10+ individual titles=25%. Schedule B one-time purchase offer for Sharpe Online Reference (SOLR) for all 143 high schools for \$188,0
Madison Educational Resources ??? +5% Free	www.madison.com	3585 County Road 42 West	Burnsville	MN	55306
Yes	Ebooks will be provided at our standard catalog pricing with no additional discounts.				Note: Our catalog and online resource is already discounted up to 30% off publisher prices.
Marshall Cavendish ???? 30% 30%		P O Box 708825	San Antonio	TX	78278
No					
Mason Crest Publishers Catalog 25% Off List 25% Off List		370 Reed Rd.	Broomall	PA	19008
No					



Library Purchasing Cooperative Bids Awarded
 Period Of July 1, 2010 - June 30, 2012

www.esc1.net/media
Library Purchasing Cooperative
 (click) Library Books
 Password: bids2010

Bid# 10-04-12

Company/Name	Website	Address	City	State	Zip/C.
Website-Catalog Name					
2010-11 Discount	2011-12 Discount	Shipping/Handling	Vendor Bid Comments		
Deviations					
National Educational Systems					
Catalog		6904 W. Sample Rd, Ste. 200	San Antonio	TX	78249
10%	10%				
No	Orders under \$200 add 10% to total order				
Norwood House Press					
Catalog		P O Box 316288	Chicago	IL	60651
25% Off List	25% Off List	10% of Subtotal			
Yes					
Oliver Press Inc., The					
Attachment 1 & 2		5707 W. 36th Street	Minneapolis	MN	55416
*5-30% See Attachment 1 & 2	*5-30% See Attachment 1 & 2	*Attachment 1-30% on Oliver Press Inc/Silver Moon Publishers / 15% on Lerner, Black Rabbit, Mitchell Lane, Morgan Reynolds, Gareth Stevens, Bellwether, Mason Crest, Cherry Lake, Soundprints, Boyds Mills, Tiger Tales, Reference Point Press, MBI Publishers (includes Motorbooks, Voyageur Press, Zenith Press), 5% on Gale (includes Greenhaven, Lucent, Kluwer, Blackbirch, Sleeping Bear Press), Orca, Infobase Publishing (Facts on File, Chelsea House)			
No					
Omni-Media, Inc. (DBA New Santander Press)					
New Santander Press Price List - May 2010		585-S W. Palm Drive	Edinburg	TX	78541-8884
0%	0%				
Overlooked Books					
WEBSITE ?????????		684 Leap Rd.	Killeen	TX	76542
*0%	*0%	5% for orders under \$500.00, free for \$500.00 +	* Our website does not offer an additional discount as our pricing already reflects a 0-25% off publisher's list price		
No					
Pennworthy Company, The					
The Pennworthy Company Price List		www.pennworthy.com	219 N. Milwaukee Street	Milwaukee	WI 53202-5818
* 0%	* 0%	6.4% shipping-Shipping is 6.4% prepaid and added to invoice	* Please see attachment Pricing Policies.		
Yes					

2010-2012 Region One ESC Library Purchasing Cooperative Bids Awarded - Bid# 10-04-12

7/22/2010

Page 19 of 31

Company/Name	Website	Address	City	State	ZipCode
Website-Catalog Name					
2010-11 Discount	2011-12 Discount	Shipping/Handling	Vendor Bid Comments		
Deviations					
Perfection Learning Corporation					
Catalogs		3880 W. 2nd Ave.	Lagan	IA	51546
*See Below	*See Below	10%	*30% Off Current List Price on Individual Cover Craft & Hardcover Books. 30% Off Current List Price on Individual Paperback Books. 0% Off Current List Price on Perfection Learning Language Arts/Curriculum Publications. 30% discount off current list price is already reflected in catalog and web pricing. Perfection Learning publications are already listed at economical institutional prices so the above listed discounts do not apply. All catalog prices subject to change. Current pricing is available at ww		
Yes	Discounts do not apply to Perfection Learning publications. All catalog prices are subject to change. See enclosed Library Services Request Form for pricing on library processing. REFERENCE BID# 10-04-12 ON ALL PURCHASE ORDERS.				
QEP Professional Books					
Catalogs		PO Box 864864	Plano	TX	75086
15%	15%	9% or Minimum \$7.00	See EXCEPTIONS page		
Yes					
Rainbow Book Company					
Rainbow Book Co. Catalog Item List		www.rainbowbookcompany.com	508 East Main Street	Lake Zurich	IL 60047
25% Off Publishers List Price	25% Off Publishers List Price				
No					
Rogers Publishing and Consulting, Inc.					
Catalog		180 East Oak, Ste. 500	Denton	TX	76201
*	*	*Quantity discounts as indicated on order form in catalog.			
Rozen Publishing / PowerKids Press					
Catalogs: Rozen Publishing, PowerKids Press		www.rozenpublishing.com & www.powerkidspress.com	29 East 21st Street	New York	NY 10018
Catalogs already reflect a 25% school & library discount	Catalogs already reflect a 25% school & library discount	Free			
Yes	See Attached: (1) Addendum Standards and Deviations; (2) Service Policy				
Rourke Publishing					
Catalog		P O Box 3528	Vero Beach	FL	32964
30% Off List	30% Off List				
No					

2010-2012 Region One ESC Library Purchasing Cooperative Bids Awarded - Bid# 10-04-12

7/22/2010

Page 20 of 31



Library Purchasing Cooperative Bids Awarded
Period Of July 1, 2010 - June 30, 2012

www.esc1.net/media
Library Purchasing Cooperative
(click) Library Books
Password: bids2010

Bids 10-04-12

Company/Name	Website	Address	City	State	ZipCode
Website-Catalog Name					
2010-11 Discount	2011-12 Discount	Shipping/Handling	Vendor Bid Comments		
Deviations					
Scholastic Library Publishing, Inc.		99-066 Sherman Parkway	Danbury	CT	06816
catalogs and website					
*0-80%	*0-80%	9% for orders less than \$1,000	Reinforced Library Binding (Children's Press, Franklin Watts, Selected Scholastic titles)- 32% discount; Trading binding (selected Scholastic Titles) -40% discount; Reinforced Library Binding (Grouler Reference) 0-80%. Paperback Binding (Children's Press, Franklin Watts)-30% Off List Price. See "Discounts" attachments.		
Yes	Free for orders of \$1,000 or more (except paperback binding-Children's Press/Franklin Watts); (9% for orders of less than \$1000 (except paperback binding-Children's Press/Franklin Watts)				
School Specialty Catalogs	www.schoolspecialty.com	W6316 Design Drive	Greenville	WI	54942
10% off EMP	10% off EMP	0-15%			
Yes	Please see attached letter for details				
Schoen Books		2001 SW 31st Ave	Pembroke Park	FL	33009
??					
0%	0%				
Show What You Know Publishing	www.showwhatyouknowpublishing.com	PO Box 341348	Columbus	OH	43234-1348
catalog, price sheets, website					
*0%	0%	12%	*Quantity discounts-see catalog		
Yes	See enclosed deviation letter				
Storybook Gardens, The Catalog	www.thestorybookgarden.com	260 S. Texas Blvd., Suite 106	Weslaco	TX	78596
20%	20%		Please see ATTACHMENT A which lists discounts for books not printed in our current catalog.		
No	Free in-store pickup. For entities requiring delivery, proposal prices will include shipping & handling charge not to exceed 10% of the product order.				
Sundance/Newbridge		33 Boston Post Road West, Suite 400	Marlborough	MA	01752
Sundance Grade K-8 Winter 2010 Catalog - Newbridge Grades K-8 Winter 2010 Catalog					
					*For Sundance and Newbridge catalogs enclosed: As per current catalog enclosed. Catalogs are enclosed for Sundance and Newbridge (one company). Trade books are also available by visiting our website: www.sundancepub.com/trade . Discounts on Trade titles as follows: Order \$100-\$499 - Save 20% / \$500-\$999 - Save 25% / \$1000+ - Save 30%
No	For product specifications. See attached - freight will be charged. We offer shipping discounts based on order total please see attached discount schedule for shipping. Freight will be charged.				

Company/Name	Website	Address	City	State	ZipCode
Website-Catalog Name					
2010-11 Discount	2011-12 Discount	Shipping/Handling	Vendor Bid Comments		
Deviations					
Texas Connection Catalog		P O Box 451427	Garland	TX	75045-1427
0%	0%				
Yes	Shipping Charges-See Shipping Charges Attachment. Prices subject to change (if publisher increases price). Discount available for classroom set of single title (see attachment)				
Wielg Publishers, Inc		350 5th Avenue, Suite 3304 PMS 68	New York	NY	10118
Catalog					
30% Off List	30% Off List				
No					
Windmill Books		305 Park Avenue South, Suite 1200	New York	NY	10010
Catalog					
*0%	*0%	Free	Reference Bid: Region One ESC Library Purchasing Cooperative/Bid# 10-04-12 on all purchase orders. *Prices already reflect 25% school and library discount.		
Yes	See attached (1) Addendum Standards and Deviations; (2) Service Policy				
World Book, Inc.		233 N. Michigan Ave., Suite 2000	Chicago	IL	60601
World Book 2000-2010 School & Library Catalog					
0%	0%		Callcation: Each year, World Book provides a new catalog. Pricing may vary from year to year. Always refer to the catalog which applies at the time an order is placed. Pricing for schools and libraries includes shipping and handling.		
No					

APPROVAL TO PURCHASE T-BASE BENCHMARK ASSESSMENT SERIES – ESSENTIALS 3RD – 11TH GRADE TAKS MODIFIED AND TAKS ACCOMMODATED BENCHMARKS FROM EDUGILENT PUBLISHING, LLC.

SUPERINTENDENT’S RECOMMENDATION:

That the Board of Trustees approve to purchase T-Base Benchmark Assessment Series – Essentials 3rd – 11th Grade TAKS modified and TAKS Accommodated Benchmarks from Edugilent Publishing LLC.

RATIONALE:

T-Base Benchmark Assessment Series Essentials are secure TAKS/STAAR benchmark assessment designed to measure students’ mastery of the TEKS and assist teachers and administrators in their instruction and preparation for the TAKS/STAAR. These specially designed products will help bilingual and special education students prepare for the TAKS-M and TAKS Accommodated tests. The TEKS Base-E-Benchmarks Series mirrors the format and content of TAKS to provide an accurate simulation of the TAKS. Special attention has been given to the alignment of the questions to state curriculum, the TEKS. This item qualifies as a sole source item.

Connections to the District Plan:

District Performance Goal I: ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking application and problem solving for all students to achieve commended performance. Objective 3: ECISD will supplement the instructional programs to meet the special needs of all special populations in order to narrow the achievement gap. Initiative II: Increase the percentage (%) of special education students participating and passing each section of the TAKS/TAKS-A while decreasing the percentage participating in TAKS M (2%) and TAKS ALT (1%)

PAPERWORK IMPACT:

No additional paperwork will be generated.

BUDGETARY INFORMATION

ACCOUNT	DESCRIPTION	APPRO.	ENCUM.	EXPEND.	BALANCE
164-11-6399-00--999-023	Supplies & Materials	\$363,888	\$51,625.02	\$174,815.88	\$137,447.10

Grand Total.....\$111,650

RESOURCE PERSONNEL:

Dr. René Gutiérrez, Superintendent
 Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
 Socorro Sandoval, Interim Director of Special Education

BOARD POLICY REFERENCE AND COMPLIANCE:

This policy is in compliance and in accordance with Board Policy CH (Legal)

Requested by: Socorro Sandoval
 Socorro Sandoval

Approved by: Maria Luisa Guerra
 Maria Luisa Guerra

Within Budgetary Allocations: Sylvia D. Garcia
 Sylvia D. Garcia

Finance Department Approval: Rigoberto Abrego
 Rigoberto Abrego

Recommended by: Dr. René Gutiérrez
 Dr. René Gutiérrez
 Superintendent of Schools

SOLE SOURCE MEMORANDUM

DATE: July 28, 2010
TO: Assistant Superintendent for Finance & Operations
FROM: Edinburg CISD CAMPUS: Special Ed. Dept.
SUBJECT: SOLE SOURCE AFFIDAVIT FOR EDUGILENT PUBLISHING, LLC.
(Name of Vendor)

PURCHASE AMOUNT: \$ 111,650 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)

T-BASE SECURE BENCHMARK ASSESSMENTS

GENERAL, ACCOMMODATED, MODIFIED & SPANISH

CYCLE 1 & CYCLE 2

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Jacques Ardeval 7/28/10
Signature Date
Interim Director of Special Education

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

EXHIBIT _____



Edinburg Consolidated Independent School District
Sole Source Affidavit

RESET FORM

BEFORE ME, the undersigned official, on this day, personally appeared ROBIN A BAUCOM.
A person known to me to be the person whose signature appears below, who after being duly
sworn upon his oath deposed and said:

1. My name is ROBIN A. BAUCOM, I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
EDUGILENT PUBLISHING, LLC.
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
T-BASE SECURE BENCHMARK SERIES ASSESSMENTS
GENERAL, ACCOMMODATED, MODIFIED & SPANISH
CYCLE 1 & CYCLE 2
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Robin A. Baucum
(Signature)

SUBSCRIBED AND SWORN to before me on this 21 day of July, 2010

(Seal)



(Notary Public, State of Texas)
Marissa Hodges
(Printed Name)
9/13/2010
(Date Commission Expires)

Company Name: EDUGILENT PUBLISHING, LLC.
Address: 6425 IH 35 South, Suite 150, PMB 123
City, State, Zip: Austin, TX 78744
Telephone: 512.687.3406 Fax: 512.687.6211
Contact Person: ROBIN A. BAUCOM, President Email: rbaucom@edugilent.com

EXHIBIT _____

QUOTE

Date: July 19, 2010
Expiration Date: 7/30/2010



Edugilent Publishing, LLC
6425 IH South, Ste 150, PMB 123
Austin, Texas 78744
Phone 512-687-3406
Fax 512-687-2211
sales@edugilent.com

T Alida Suarez, Special Education Supervisor
O ElementaryEdinburg ISD
411 N 8th
Edinburg, Texas 78539
956-827-5815
Email: a.suarez@ecisd.us

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
R Baucom						

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
30	T-BASE MATH	3 rd Math Cycle 1-2 (A,M)	350		10,500
30	T-BASE MATH	4 th Math Cycle 1-2 (A,M)	350		10,500
30	T-BASE MATH	5 th Math Cycle 1-2 (A,M)	350		10,500
30	TBEC READING	3 rd Reading Cycle 1-2 (A,M)	350		10,500
30	TBEC READING	4 th Reading Cycle 1-2 (A,M)	350		10,500
30	TBEC READING	5 th Reading Cycle 1-2(A,M)	350		10,500
30	TBEC WRITING	3 rd Writing Cycle 1-2 (A,M)	350		10,500
30	TBEC SCIENCE	5 th Science Cycle 1-2 (A,M)	350		10,500
TOTAL DISCOUNT					
				SUBTOTAL	84,000
				SHIPPING	Waive
				TOTAL	84,000

Quotation prepared by: Robin A Baucom

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return.

Thank you for your business!

EXHIBIT _____

QUOTE

Date: July 19, 2010
 Expiration Date: 7/30/2010



Edugilent Publishing, LLC
 6425 IH South, Ste 150, PMB 123
 Austin, Texas 78744
 Phone 512-687-3406
 Fax 512-687-2211
 sales@edugilent.com

T Alida Suarez, Special Education Supervisor
 O Middle School, Edinburg ISD
 411 N 8th
 Edinburg, Texas 78539
 956-827-5815
 Email: a.suarez@ecisd.us

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
R Baucom						

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
5	T-BASE MATH	6 th Math Cycle 1-2 (A,M)	350		1,750
5	T-BASE MATH	7 th Math Cycle 1-2 (A,M)	350		1,750
5	T-BASE MATH	8 th Math Cycle 1-2 (A,M)	350		1,750
5	TBEC READING	6 th Reading Cycle 1-2 (A,M)	350		1,750
5	TBEC READING	7 th Reading Cycle 1-2 (A,M)	350		1,750
5	TBEC READING	8 th Reading Cycle 1-2 (A,M)	350		1,750
5	TBEC WRITING	7 th Writing Cycle 1-2 (A,M)	350		1,750
5	TBEC SCIENCE	8 th Science Cycle 1-2 (A,M)	350		1,750
5	TBEC SOCSTUD	8 th Science Cycle 1-2 (A,M)	350		1,750
TOTAL DISCOUNT					
				SUBTOTAL	15,750
				SHIPPING	Waive
				TOTAL	15,750

Quotation prepared by: Robin A Baucom

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

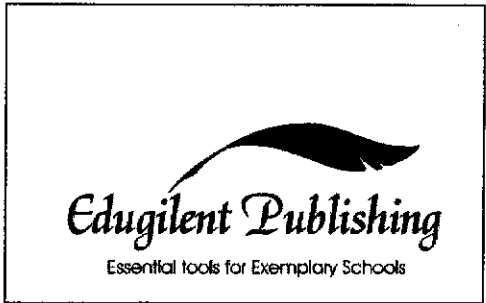
To accept this quotation, sign here and return: _____

Thank you for your business!

EXHIBIT _____

QUOTE

Date: July 19, 2010
 Expiration Date: 7/30/2010



Edugilent Publishing, LLC
 6425 IH South, Ste 150, PMB 123
 Austin, Texas 78744
 Phone 512-687-3406
 Fax 512-687-2211
 sales@edugilent.com

T Alida Suarez, Special Education Supervisor
 O High School Edinburg ISD
 411 N 8th
 Edinburg, Texas 78539
 956-827-5815
 Email: a.suarez@ecisd.us

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
R Baucom						

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
4	T-BASE MATH	9 th Math Cycle 1-2 (A,M)	350		1,400
4	T-BASE MATH	10 th Math Cycle 1-2 (A,M)	350		1,400
4	T-BASE MATH	11 th Math Cycle 1-2 (A,M)	350		1,400
4	TBEC READING	9 th Reading Cycle 1(A,M)	175		700
4	TBEC ELA	10 th ELA Cycle 1(A,M)	175		700
4	TBEC ELA	11 th ELA Cycle 1(A,M)	175		700
4	TBEC SCIENCE	10 th Science Cycle 1-2 (A,M)	350		1,400
4	TBEC SCIENCE	11 th Science Cycle 1-2 (A,M)	350		1,400
4	TBEC SOCSTUD	10 th SocStudies Cycle 1-2 (A,M)	350		1,400
4	TBEC SOCSTUD	11 th SocStudies Cycle 1-2 (A,M)	350		1,400
TOTAL DISCOUNT					
				SUBTOTAL	11,900
				SHIPPING	Waive
				TOTAL	11,900

Quotation prepared by: Robin A Baucom

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Thank you for your business!

EXHIBIT _____

APPROVAL OF DISTRICT TEXTBOOK WAIVER FOR ADVANCED PLACEMENT ENVIRONMENTAL SCIENCE

Superintendent's Recommendation:

That the Board of Trustees approves the District Textbook Waiver for Advanced Placement Environmental Science

Rationale:

The state requires a waiver for textbooks for subjects for which no instructional materials were adopted. The Advanced Placement (AP) Environmental Science is a science course that the district offers at Edinburg North High School. As more students have enrolled in this course, consequently more textbooks are being requested to accommodate for that growth. In addition, since no instructional materials were adopted at the time that Proclamation 1999 was issued, a textbook waiver is required. Once this item requisition is approved by the Board, it is submitted to TEA for their approval. When the textbook waiver is approved by both the Board and TEA, textbooks may then be ordered and the cost of the books then submitted to TEA for reimbursement.

Connections to District Plan:

District Goal 1: Academic Excellence – ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem-solving for all students to achieve exemplary performance.

Budgetary Information:

The district textbook waiver for AP Environmental Science if approved by both the School Board and the Texas Education Agency will be funded by TEA at the state max price of \$80.00 or the publisher's price, depending which is lower. If the price exceeds the state max price, the campus requesting the textbooks will pay the difference.

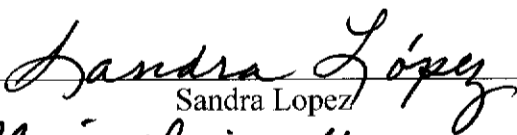
Resource Personnel:

Dr. René Gutiérrez, Superintendent of Schools
Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
Sandra Lopez, Coordinator of Instructional Materials & Textbooks
Santa Alvarado, ISS Area Director
Hector Gonzalez, ISS Area Director
Dominga Vela, ISS Area Director
Ramiro Guerra, Edinburg North High School Principal
Jennifer Cabello, Edinburg North High School SBDM Committee Chairperson

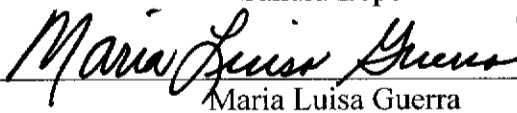
Board Policy Reference and Compliance:

This in accordance with Board Policy EFAA (Local).

Prepared by


Sandra Lopez

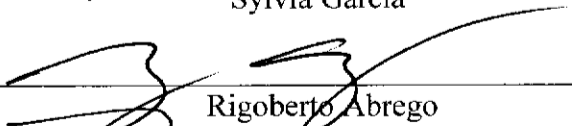
Approved by


Maria Luisa Guerra

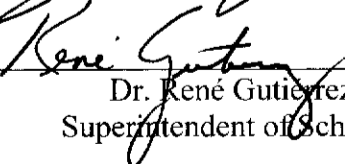
Within Budgetary Allocations


Sylvia Garcia

Final Finance Department Approval


Rigoberto Abrego

Recommended by


Dr. René Gutiérrez
Superintendent of Schools

**APPROVAL OF CONSTRUCTION MATERIALS TESTING FOR
GROUP A – ELEMENTARY SCHOOLS CONTRACT AMENDMENT**

Superintendent's Recommendation

That the Board of Trustees approves the Construction Materials Testing for Group A – Elementary Schools Contract Amendment as prepared by Broaddus & Associates.

Rationale

Broaddus and Associates has reviewed the attached proposals submitted by Terracon dated June 20, 2010, for \$5,620.00 for additional material testing services required in order to complete the work for the Bond Program project referred to above and finds the submitted cost to be acceptable for the requested scope of services and recommends acceptance of the proposal. The cost for additional services for roof infrared testing and water infiltration testing on the exterior windows were previously approved by the Board of Trustees on March 9, 2010.

Broaddus and Associates respectfully request that the ECISD Board of Trustees accept the proposal for the additional material testing services for the project referred to above.

The Facilities Committee has reviewed this item and recommended Board approval.

Budgetary Information

Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6216-00-128-099	\$326,923.00	\$106,145.90	\$175,230.72	\$45,546.38
623-81-6216-00-129-099	\$446,964.00	\$170,562.84	\$241,299.55	\$35,101.61
623-81-6216-00-130-099	\$692,376.00	\$262,612.70	\$380,816.30	\$48,947.00
623-81-6216-00-131-099	\$669,398.00	\$228,132.45	\$429,195.85	\$12,069.70

Resource Personnel

Facilities Committee
Dr. Rene Gutiérrez
Mario Salinas
Rigoberto Abrego
Sylvia Garcia
Robert Estrada

Board Policy Reference

This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by:


Robert Estrada, District Architect


Approved by:


Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary
Allocations:


Sylvia Garcia, Director of Finance

Approved by:


Rigoberto Abrego, Asst. Superintendent for Finance

Recommended by:

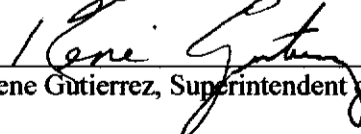

Dr. Rene Gutierrez, Superintendent of Schools

Exhibit _____, Pages _____

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND CONSULTING

08/03/2010

Dr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: Edinburg CISD 2008 Bond Program
Elementary Schools 28, 29, 30 & 31
Materials Testing and Quality Control Services

Dear Mr. Gutierrez:

Broaddus & Associates has reviewed the attached proposals submitted by Terracon dated July 20, 2010, for a total of \$5,620, for additional material testing services required in order to complete the work for the Bond Program project referred to above and finds the submitted cost to be acceptable for the requested scope of services and recommends acceptance of the proposal. The cost for additional services for roof infrared testing and water infiltration testing on the exterior windows were previously approved by the board of Trustees on March 9, 2010.

Based on our review, Broaddus & Associates respectfully requests that the Facilities Committee consider recommending to the ECISD Board of Trustees the acceptance of the proposal for the additional material testing services for the project referred to above.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, AIA
Project Manager

FN: 080310 ECISD ES 05 Material Testing CO Recommendation Letter .docx

1100 E. Jasmine Ave. ☉ McAllen, Texas 78501 ☉ Phone: (956) 688-2307 ☉ Fax: (956) 688-2315
1301 S. Capital of Texas Highway, Suite A-302 ☉ Austin, Texas 78746 ☉ Phone: (512) 329-8822 ☉ Fax: (512) 329-8242

EXHIBIT _____

Edinburg Consolidated ISD
 2008 Bond Program
 Proposed Testing Lab Cost Increases
 August 3, 2010

Project	Original Proposal	BOT		Infrared & Spray App'd		Total		Additional		Total
		Approved	Approved	Approved	Approved	Approved	Approved	MT Fees	MT Fees	
ES #28	\$ 45,500	\$ 39,500	\$ 7,860	\$ 47,360	\$ 47,360	\$ 6,120	\$ 53,480			\$ 53,480
ES #29	\$ 45,500	\$ 39,500	\$ 7,860	\$ 47,360	\$ 47,360	\$ 7,250	\$ 54,610			\$ 54,610
ES #30	\$ 45,500	\$ 39,500	\$ 7,860	\$ 47,360	\$ 47,360	\$ 5,750	\$ 53,110			\$ 53,110
ES #31	\$ 45,500	\$ 39,500	\$ 7,860	\$ 47,360	\$ 47,360	\$ (13,500)	\$ 33,860			\$ 33,860
Totals	\$ 182,000	\$ 158,000	\$ 31,440	\$ 189,440	\$ 189,440	\$ 5,620	\$ 195,060			\$ 195,060

SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated June 16, 2010, Agreement reference number M8809036) is between Edinburg CISD ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services, unless otherwise described in the Project Information section of Consultant's Supplemental Proposal dated July 20, 2010 ("Supplemental Proposal"), or Exhibit A to this Supplement (which section or exhibit is incorporated into the Supplement). This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

The scope includes the additional services provide for La Sienna Elementary as follows:

- **Field density/moisture testing and laboratory evaluation of soils;**
- **Field testing and laboratory evaluation of concrete, observation of reinforced concrete;**
- **Weld/bolt/metal deck observation to check conformance to the project drawings and/or building code;**
- **Field testing and laboratory evaluation of asphalt concrete materials used during pavement construction.**


2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Construction Materials Quality Control Testing Schedule of Fees

- Engineering technician \$41.50/hour**
- Senior engineering technician \$50/hour**
- Concrete compressive strength \$13/cylinder**
- Grout compressive strength \$15/prism**
- Mortar compressive strength \$10/cube**
- Nuclear density \$11/test**
- Proctors \$200/test**
- Atterberg Limit \$60/test**
- Sieve analysis \$60/test**
- Certified welding inspector \$85/hour**
- Asphalt mix verification \$400/series**
- Asphalt cores \$40/core**
- Vehicle trips \$20/trip**
- CME project manager \$70/hour**
- Project engineer \$95/hour**

Construction Materials Testing additional estimated fees \$6,120

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: 7/20/2010
 Name/Title: Mr. Alfonso A. Soto, P.E., Principal
 Address: 1506 Mid Cities Drive
Pharr, Texas 78577
 Phone: 956.283.8254 Fax: 956.283.8279

Client: Edinburg CISD
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: 956.289.2302 Fax: _____

Supplement Reference Number (Terracon Supplemental Proposal or Project Number):M8809036A

SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated June 16, 2010, Agreement reference number M8809037) is between Edinburg CISD ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services, unless otherwise described in the Project Information section of Consultant's Supplemental Proposal dated 7/20/2010 ("Supplemental Proposal"), or Exhibit A to this Supplement (which section or exhibit is incorporated into the Supplement). This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

The scope includes the additional services provide for Alberta Elementary and the Alberta Road as follows:

- **Field density/molsture testing and laboratory evaluation of soils;**
- **Field testing and laboratory evaluation of concrete, observation of reinforced concrete;**
- **Weid/bolt/metal deck observation to check conformance to the project drawings and/or building code;**
- **Field testing and laboratory evaluation of asphalt concrete materials used during pavement construction.**


2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Construction Materials Quality Control Testing Schedule of Fees

- Engineering technician \$41.50/hour**
- Senior engineering technician \$50/hour**
- Concrete compressive strength \$13/cylinder**
- Grout compressive strength \$15/prism**
- Mortar compressive strength \$10/cube**
- Nuclear density \$11/test**
- Proctors \$200/test**
- Atterberg Limit \$60/test**
- Sieve analysis \$60/test**
- Certified welding inspector \$85/hour**
- Asphalt mix verification \$400/series**
- Asphalt cores \$40/core**
- Vehicle trips \$20/trip**
- CME project manager \$70/hour**
- Project engineer \$95/hour**

Construction Materials Testing additional estimated fees \$7,250

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: 7/20/2010
 Name/Title: Mr. Alfonso A. Soto, P.E., Principal
 Address: 1506 Mid Cities Drive
Pharr, Texas 78577
 Phone: 956.283.8254 Fax: 956.283.8279

Client: Edinburg CISD
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: 956.289.2302 Fax: _____

Supplement Reference Number (Terracon Supplemental Proposal or Project Number):M8809037A

SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated June 16, 2010, Agreement reference number M8809039) is between Edinburg CISD ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services, unless otherwise described in the Project Information section of Consultant's Supplemental Proposal dated July 19, 2010 ("Supplemental Proposal"), or Exhibit A to this Supplement (which section or exhibit is incorporated into the Supplement). This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

The scope includes the additional services provide for Rooth Elementary as follows:

- **Field testing and laboratory evaluation of concrete, observation of reinforced concrete;**
- **Weld/bolt/metal deck observation to check conformance to the project drawings and/or building code.**

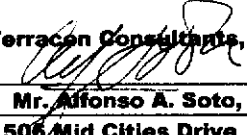
2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Construction Materials Quality Control Testing Schedule of Fees

- Engineering technician \$41.50/hour**
- Senior engineering technician \$50/hour**
- Concrete compressive strength \$13/cylinder**
- Grout compressive strength \$15/prism**
- Mortar compressive strength \$10/cube**
- Nuclear density \$11/test**
- Proctors \$200/test**
- Atterberg Limit \$60/test**
- Sieve analysis \$60/test**
- Certified welding inspector \$85/hour**
- Asphalt mix verification \$400/series**
- Asphalt cores \$40/core**
- Vehicle trips \$20/trip**
- CME project manager \$70/hour**
- Project engineer \$95/hour**

Construction Materials Testing additional estimated fees \$5,750

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: 7/20/2010
 Name/Title: Mr. Alfonso A. Soto, P.E., Principal
 Address: 1506 Mid Cities Drive
Pharr, Texas 78577
 Phone: 956.283.8254 Fax: 956.283.8279

Client: **Edinburg CISD**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: **956.289.2302** Fax: _____

Supplement Reference Number (Terracon Supplemental Proposal or Project Number):M8809039A

SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated June 16, 2010. Agreement reference number M8809038) is between Edinburg CISD ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services, unless otherwise described in the Project Information section of Consultant's Supplemental Proposal dated July 21, 2010 ("Supplemental Proposal"), or Exhibit A to this Supplement (which section or exhibit is incorporated into the Supplement). This Supplement is incorporated into and part of the Agreement for Services.

1. **Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Due to the construction time period engineering technician hours, trip charges, and project mangement hours were reduced for the following services provided for Gonzalez Elementary School:

- **Field density/moisture testing and laboratory evaluation of soils;**
- **Field testing and laboratory evaluation of concrete, observation of reinforced concrete;**
- **Field testing and laboratory evaluation of mortar and grout; and**

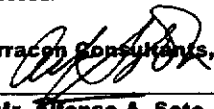
2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Construction Materials Quality Control Testing Schedule of Fees

- Engineering technician \$41.50/hour**
- Senior engineering technician \$50/hour**
- Concrete compressive strength \$13/cylinder**
- Grout compressive strength \$15/prism**
- Mortar compressive strength \$10/cube**
- Nuclear density \$11/test**
- Proctors \$200/test**
- Atterberg Limit \$60/test**
- Sieve analysis \$60/test**
- Certified welding inspector \$85/hour**
- Asphalt mix verification \$400/series**
- Asphalt cores \$40/core**
- Vehicle trips \$20/trip**
- CME project manager \$70/hour**
- Project engineer \$95/hour**

Original Contract Amount \$39,500
Construction Materials Testing adjusted estimated fees \$26,000
The anticipated budget adjustment (\$13,500)

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: 7/21/2010
 Name/Title: Mr. Alfonso A. Soto, P.E., Principal
 Address: 1506 Mid Cities Drive
Pharr, Texas 78577
 Phone: 956.283.8254 Fax: 956.283.8279

Client: **Edinburg CISD**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: **956.289.2302** Fax: _____

Supplement Reference Number (Terracon Supplemental Proposal or Project Number):M8809038A

APPROVAL OF GROUP B – MIDDLE SCHOOLS PBK ARCHITECT CONTRACT AMENDMENT

Superintendent's Recommendation

That the Board of Trustees approves the Group B – Middle Schools PBK Architect Contract Amendment as prepared by Broaddus & Associates.

Rationale

Since the approval of the Architectural Firm of PBK on November 12, 2008 as the top ranked firm for the Group B – Middle School projects, Broaddus and Associates and the District have worked well with PBK in developing the necessary documentation for the construction of ECISD's two new Middle Schools. Broaddus and Associates initially established a Construction Cost Limitation (CCL) of \$3.6 million for this group. This amount was a reduction of \$6.6 million below the District's original construction budget and was then used to establish the AE fee of \$1,702,800.

The District's AE Agreement allows for the Board to increase the AE fee if the amount of the GMP is 5% or greater that the CCL amount. Attached please find a copy of the AE fee analysis prepared by Broaddus and Associates. Four out of the five project groups have established GMP. As a result of our analysis only two of the Architectural Firms for these four project groups are eligible for an adjustment to their consulting fee.

Based on the results of our analysis, Broaddus and Associates respectfully requests that the ECISD Board of Trustees approve of the proposed fee increase of \$133,138.00 to the District's Agreement with PBK Architects bringing their contract total to \$1,835,938.

The Facilities Committee has reviewed this item and recommended Board approval.

Budgetary Information

Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6216-00-047-099	\$1,223,444.00	\$348,581.65	\$726,335.85	\$148,526.50
623-81-6216-00-048-099	\$1,355,182.00	\$377,255.97	\$839,273.14	\$138,652.89

Resource Personnel

Facilities Committee	Dr. Rene Gutierrez
Mario Salinas	Rigoberto Abrego
Sylvia Garcia	Robert Estrada

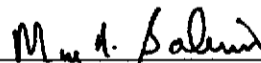
Board Policy Reference

This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

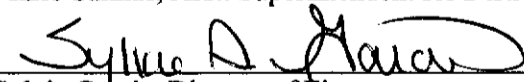
Prepared by:


Robert Estrada, District Architect

Approved by:


Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations:


Sylvia Garcia, Director of Finance

Approved by:


Rigoberto Abrego, Asst. Superintendent for Finance

Recommended by:

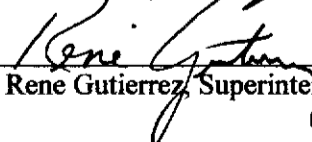

Dr. Rene Gutierrez, Superintendent of Schools

Exhibit _____, Pages _____

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND CONSULTING

08/03/2010

Dr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: Edinburg CISD 2008 Construction Bond Program
Recommendation of A/E Firm Contract Adjustment for Middle School Projects

Dear Superintendent Gutierrez:

Since the approval of the architectural firm of PBK on November 12, 2008 as the top ranked firm for the projects referred to above, Broaddus & Associates and the District have worked well with PBK in developing the necessary documentation for the construction of ECISD's two new Middle Schools. Broaddus & Associates initially established a Construction Cost Limitation (CCL) of \$36 million for this project group. This amount was a reduction of \$6.6 million below the District's original construction budget and was then used to establish the AE fee of \$1,702,800.

The District's AE agreement allows for the Board to increase the AE fee if the amount of the GMP is 5% or greater that the CCL amount. Attached please find a copy of the AE fee analysis prepared by Broaddus & Associates. Four out of the five project groups have an established GMP. As a result of our analysis only two of the Architectural firms for these four project groups are eligible for an adjustment to their consulting fee.

Based on the results of our analysis, Broaddus & Associates respectfully requests that the Facilities Committee recommend to the Board of Trustees of Edinburg Consolidated Independent School District the approval of the proposed fee increase of \$133,138.00 to the District's Agreement with PBK Architects bringing their contract total to \$1,835,938.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, FAIA
Senior Project Manager

1100 E. Jasmine Ave. ♦ McAllen, Texas 78501 ♦ Phone: (956) 688-2307 ♦ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ Fax: (512) 329-8242

EXHIBIT _____

604 N. Loop West, Suite 400
 San Antonio, Texas 78216
 Phone: 214.482.2100
 Fax: 214.482.2101
 www.pbk.com



**AMENDMENT OF
 OWNER / ARCHITECT AGREEMENT
 BETWEEN
 EDINBURG CONSOLIDATED ISD AND PBK ARCHITECTS**

July 21, 2010

Please refer to the Agreement dated November 12, 2008 between Edinburg Consolidated Independent School District ("Owner") and the undersigned ("Architect") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Project Architect is to perform Basic Services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

1. The Project Architect is requesting an adjustment to their fee for basic services pursuant to Article 8.5 Basic Service Fee Compensation Adjustment of the referenced Agreement:

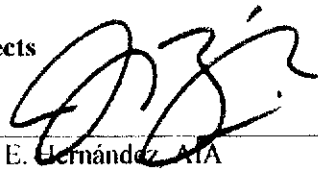
"The basic fee lump sum compensation may be adjusted when authorized in writing by Owner and when the Construction Cost Limitation (CCL) increases more than 5% during any phase including acceptance of final GMP amount."

Per the attached analysis by Broaddus & Associates, Edinburg Consolidated ISD approved a GMP which is greater than 5% of the agreed to "Construction Cost Limitation (CCL)".

2. Project Architect agrees to an adjustment in their fee for Basic Services in accordance with the terms and provisions of the Agreement for a fee which is determined in accordance with the Agreement but which will not exceed one hundred thirty-three thousand one hundred thirty-eight Dollars (\$133,138.00) and for reimbursement of expenses in accordance with the Agreement, incurred solely in connection with the performance of such Basic Services.
3. This amendment does not affect schedule for the performance of Architect's Basic Services in accordance with the Agreement.

If the foregoing is acceptable to you, please so execute by signing this letter at the space provided for this purpose.

Original Contract Amount	\$1,702,800.00
Previous Additions	0.00
Previous Deductions	0.00
Net Balance Contract Amount	<u>\$1,702,800.00</u>
This Addition	<u>133,138.00</u>
Adjusted Contract Amount	\$1,835,938.00

PBK Architects
 By: 
 Name: Joel E. Hernandez, AIA
 Title: Partner

Edinburg Consolidated Independent School District
 By: _____
 Name: Dr. Rene Gutierrez, Ed.D.
 Title: Superintendent of Schools

Houston Dallas Fort Worth Austin San Antonio League City El Paso

EXHIBIT _____

Edinburg Consolidated ISD
2008 Bond Program
Proposed A/E Adjustment
July 15, 2010

I. A/E CCL Contract Amount					
Elementary Schools	\$	33,600,000			
Middle Schools	\$	36,000,000			
Fine Arts Facilities	\$	16,500,000			
Brewster Campus Adds	\$	4,450,000			
Harwell Renovation	\$	855,000			
Total	\$	91,405,000.00			
II. Approved GMP (Less Owner Contingency)					
		GMP	Contingency	GMP-Cont'n'y	
Elementary Schools	\$	35,600,000	\$ 600,000	\$ 35,000,000	
Middle Schools	\$	39,114,749	\$ 300,000	\$ 38,814,749	
Fine Arts Facilities	\$	18,466,256	\$ 300,000	\$ 18,166,256	
Brewster Campus Adds	\$	4,515,418	\$ 25,000	\$ 4,490,418	
Harwell Renovation		TBD	TBD	TBD	
Total	\$	97,696,423	\$ 1,225,000	\$ 96,471,423	
III. Increase in CCL amount					
		CCL	GMP-OC	CCL +	% +
Elementary Schools	\$	33,600,000	\$ 35,000,000	\$ 1,400,000	4.17%
Middle Schools	\$	36,000,000	\$ 38,814,749	\$ 2,814,749	7.82%
Fine Arts Facilities	\$	16,500,000	\$ 18,445,049	\$ 1,945,049	11.79%
Brewster Campus Adds	\$	4,450,000	\$ 4,490,418	\$ 40,418	0.91%
Harwell Renovation	\$	855,000	TBD	TBD	TBD
Total	\$	91,405,000	\$ 96,750,216	\$ 6,200,216	
IV. Proposed A/E Fee Adjustment per Agreement					
		A/E Fee / Agree	AE Fee Adj		
Elementary Schools (ROFA)	\$	1,512,000	\$ -		
Middle Schools (PBK)	\$	1,702,800	\$ 133,138		
Fine Arts Facilities (ERO)	\$	756,250	\$ 63,784		
Brewster Campus Adds (NEKO)	\$	267,000	\$ -		
Harwell Renovation (Milnet)	\$	64,125	TBD		
Total	\$	4,457,175	\$ 196,922		

EXHIBIT _____

APPROVAL OF CONSTRUCTION MATERIALS TESTING FOR GROUP B – MIDDLE SCHOOLS CONTRACT AMENDMENT

Superintendent's Recommendation

That the Board of Trustees approves the Construction Materials Testing for Group B – Middle Schools Contract Amendment as prepared by Broaddus & Associates.

Rationale

Broaddus and Associates have reviewed the cost proposals submitted by Raba Kistner Consultants dated June 15, 2010, for \$125,039.20, for material testing services required in order to complete the work for the Bond Program project referred to the above and finds the submitted cost to be reasonable for the requested scope of services and recommends acceptance of the proposal. This price includes additional services for roof infrared testing and water infiltration testing on the exterior windows.

The original agreement was negotiated based on the two Middle Schools being constructed at the same time with one technician handling both projects the majority of the time. Due to unanticipated circumstances the schedules for the two schools do not coincide in a way that has allowed us to take advantage of the volume of work.

Broaddus and Associates respectfully requests that the ECISD Board of Trustees accept the proposal for the material testing services for the project referred to above.

The Facilities Committee has reviewed this item and recommended Board approval.

Budgetary Information

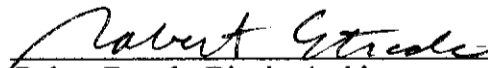
Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6216-00-047-099	\$1,223,444.00	\$348,581.65	\$726,335.85	\$148,526.50
623-81-6216-00-048-099	\$1,355,182.00	\$377,255.97	\$839,273.14	\$138,652.89

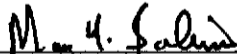
Resource Personnel

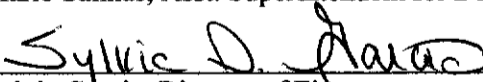
- Facilities Committee
- Dr. Rene Gutiérrez
- Mario Salinas
- Rigoberto Abrego
- Sylvia Garcia
- Robert Estrada

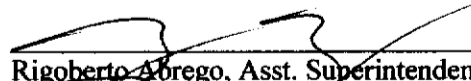
Board Policy Reference

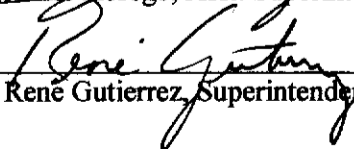
This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by: 
Robert Estrada, District Architect

Approved by: 
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations: 
Sylvia Garcia, Director of Finance

Approved by: 
Rigoberto Abrego, Asst. Superintendent for Finance

Recommended by: 
Dr. René Gutierrez, Superintendent of Schools

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND CONSULTING

08/03/2010

Mr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: Edinburg CISD 2008 Bond Program
Middle School No. 05 at Rooth Rd.
Raba Kistner proposal PMD # 10-041-00 & # 10-042-00

Dear Mr. Gutierrez:

Broaddus & Associates has reviewed the attached proposal submitted by Raba Kistner dated June 15, 2010, for a total of \$125,039.20, for material testing services required in order to complete the work for the Bond Program project referred to above and finds the submitted cost to be acceptable for the requested scope of services and recommends acceptance of the proposal. This price includes additional services for roof infrared testing and water infiltration testing on the exterior windows.

The original agreement was negotiated based on the two middle schools being constructed at the same time with one technician handling both projects the majority of the time. Due to unanticipated circumstances the schedules for the two schools do not coincide in a way that has allowed us to take advantage of the volume of work.

Based on our review, Broaddus & Associates respectfully requests that the Facilities Committee consider recommending to the ECISD Board of Trustees the acceptance of the proposal for the material testing services for the project referred to above.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, AIA
Project Manager

FN: 080310 ECISD MS 05 Material Testing CO Recommendation Letter .docx

1100 E. Jasmine Ave. ♦ McAllen, Texas 78501 ♦ Phone: (956) 688-2307 ♦ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ Fax: (512) 329-8242

EXHIBIT _____

Edinburg Consolidated ISD
 2008 Bond Program
 Material Testing Cost Summary
 August 3, 2010

Description	Proposal	Approved	Additional			Additional		Total Add'l Fees	Total
			Infrared	Spray Test	MT Fees	Additional	Total Add'l		
Middle School #5	\$ 185,272.00	\$ 87,000.00	\$ 9,000.00	\$ 4,730.00	\$ 58,352.45	\$ 72,082.45	\$ 159,082.45		
Middle School #6	\$ 178,951.00	\$ 87,000.00	\$ 9,000.00	\$ 4,730.00	\$ 39,226.75	\$ 52,956.75	\$ 139,956.75		
TOTAL	\$ 364,223.00	\$ 174,000.00	\$ 18,000.00	\$ 9,460.00	\$ 97,579.20	\$ 125,039.20	\$ 299,039.20		



Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

Proposal No.: PMD10-042-00
June 15, 2010

Dr. René Gutierrez, Superintendent of Schools
Edinburg Consolidated Independent School District (ECISD)

c/o Mr. Rolando García, F.A.I.A., Project Manager
Broaddus & Associates, Inc.
1100 East Jasmine Street, Suite 102
McAllen, Texas 78501

**Re: Construction Materials Observation and Testing Services
E.C.I.S.D. New Middle School # 5
Edinburg, Hidalgo County, Texas**

Dear Mr. García:

As per the meeting held on Thursday, June 10, 2010, between Mr. Rolando Garcia, F.A.I.A., Project Manager with Broaddus & Associates, Inc., (Broaddus), and Dr. Grady Deaton, Site Representative with (Broaddus), and Mr. Isidoro Arjona, P.E., and Mr. Dennis C. Charkow, with **Raba-Kistner Consultants, Inc., (R-K)**, in regards to Construction Materials Engineering and Testing (CoMET) services for the above-referenced project, we are thankful for being selected and pleased to submit this cost proposal to provide additional services. This proposal reflects services for work anticipated after Monday, May 31, 2010. Mr. Barry Rissenger, Project Superintendent with D. Wilson Construction Company, provided input regarding remaining work activities and testing schedule.

FIXED FEE

Our proposed fees for the above mentioned field and laboratory testing services is a monthly, fixed fee of \$14,500.00, plus tax, where applicable, per representative for an estimated three (3) month period of remaining project construction. Services requested on an "on-call" basis beyond the full-time period of service will be billed based on the rates indicated in our attached Construction Materials Testing Unit Rates. The monthly fee includes observation and testing of masonry construction performed during normal business hours (7:00 a.m. to 5:00 p.m.) on Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturdays. Specifically excluded from this lump-sum fee is the observation by a licensed professional engineer; and observations and testing of structural full-penetration weldments, moment connections, or fabrication plant welding by a CWI. These services will be provided upon request and billed as separate unit items at the appropriate unit rates. Services conducted outside normal business hours, such as on weekends, holidays, or for services beyond normal business hours on Monday through Friday (and on Saturdays as indicated), will be charged at \$82.50 per hour. If support personnel are required to maintain an adequate testing schedule during peak construction periods, an hourly rate of \$50.00 will be assessed for each additional technician.



ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Unit Rate Estimated Sheet

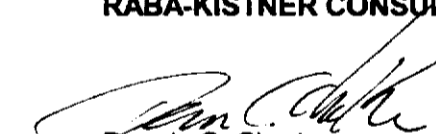
R-K considers the data and information contained in this proposal to be proprietary. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Hidalgo County, Texas. Past due invoices may be subject to late charges at an annual rate of ~~eighteen (18)~~ six (6) percent on any balances unpaid after thirty (30) days from issue. In the event that State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by R-K.

Please return a signed copy of this letter to provide written authorization for our firm to commence work on the services outlined herein. We appreciate the opportunity to be of service to you and look forward to beginning work on this project.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.



Dennis C. Charkow
Supervisor, CME

ACCEPTED BY:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

ATTACHMENT II
CONSTRUCTION MATERIALS TESTING UNIT RATES
Edinburg C.I.S.D. New Middle School # 5
Edinburg, Hidalgo County, Texas

SERVICE	UNIT RATE	QUANTITY	TOTAL
Estimated Three (3) Month - Monthly Charge One Technician:			
1. Monthly Fee	\$14,500.00 Month	3	\$43,500.00
Subtotal			\$43,500.00
Infra-Red Roof Survey			
1. Lump Sum	\$9,000.00 L.S.	1	\$9,000.00
Subtotal			\$9,000.00
Field Water Testing of 10' X 10' Aluminum Framed Window (Assume 10 Windows Tested in Two Days For This Project) (AAMA 501.2 Tests and Procedures)			
1. Lump Sum	\$4,730.00 L.S.	1	\$4,730.00
Subtotal			\$4,730.00

- CONTINUED ON PAGE 4 -

ATTACHMENT II
CONSTRUCTION MATERIALS TESTING UNIT RATES
 Edinburg C.I.S.D. New Middle School # 5
 Edinburg, Hidalgo County, Texas

Testing Conducted on "Call-Out" Basis

Earthwork:				
1. Field Density Test - Parking Area	\$18.50	each	64	\$1,184.00
2. Technician Time - Density Testing - Parking Area	\$43.25	hour	20	\$865.00
3. Vehicle Travel Charge	\$25.00	trip	8	\$200.00
Subtotal				\$2,249.00
Concrete: Parking Lot				
1. Concrete Compressive Strength Tests	\$13.50	each	70	\$945.00
2. Technician Time - Concrete Testing	\$43.25	hour	42	\$1,816.50
3. Air Content of Concrete	\$25.25	each	14	\$353.50
4. Technician Time - Pick-Up of Specimen(s)	\$43.25	hour	14	\$605.50
5. Vehicle Travel Charge	\$25.00	trip	21	\$525.00
Subtotal				\$4,245.50
Asphalt:				
1. Asphaltic Concrete Laydown Observation	\$51.50	hour	20	\$1,030.00
2. Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	\$248.50	each	2	\$497.00
3. Maximum Theoretical Specific Gravity of Asphalt	\$89.00	each	2	\$178.00
4. Vehicle Travel Charge	\$25.00	trip	4	\$100.00
Subtotal				\$1,805.00
Other				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$6,552.95
Subtotal				\$6,552.95
			GRAND TOTAL	\$72,082.45

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K'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.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes

and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.

In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

8. R-K will be compensated largely on the basis of the time required in rendering these professional services -- not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report 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 any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("instruments") developed by R-K in contemplation of a wide array of project-specific variables,

including how the documents will be used and by whom. R-K shall be the owner and custodian of the instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various instruments and for what purposes, and R-K shall copyright the instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerpt of them.

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

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.
11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT'S agreement with the Contractor; CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT'S agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.
12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed \$50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of \$1,000,000.
13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall 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 R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.
16. 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.
17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of 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 provision the maximum permissible effect and application intended.
18. 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.



Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

Proposal No.: PMD10-041-00
June 15, 2010

Dr. René Gutierrez, Superintendent of Schools
Edinburg Consolidated Independent School District (ECISD)

c/o Mr. Rolando García, F.A.I.A., Project Manager
Broaddus & Associates, Inc.
1100 East Jasmine Street, Suite 102
McAllen, Texas 78501

**Re: Construction Materials Observation and Testing Services
E.C.I.S.D. New Middle School # 6
Edinburg, Hidalgo County, Texas**

Dear Mr. García:

As per the meeting held on Thursday, June 10, 2010, between Mr. Rolando Garcia, F.A.I.A., Project Manager with Broaddus & Associates, Inc., (Broaddus), and Dr. Grady Deaton, Site Representative with (Broaddus), and Mr. Isidoro Arjona, P.E., and Mr. Dennis C. Charkow, with **Raba-Kistner Consultants, Inc., (R-K)**, in regards to Construction Materials Engineering and Testing (CoMET) services for the above-referenced project, we are thankful for being selected and pleased to submit this cost proposal to provide additional services. This proposal reflects services for work anticipated after Monday, May 31, 2010. Mr. Sam Roberts, Project Superintendent with D. Wilson Construction Company, provided input regarding remaining work activities and testing schedule.

FIXED FEE

Our proposed fees for the above mentioned field and laboratory testing services is a monthly, fixed fee of \$14,500.00, plus tax, where applicable, per representative for an estimated two (2) month period of remaining project construction. Services requested on an "on-call" basis beyond the full-time period of service will be billed based on the rates indicated in our attached Construction Materials Testing Unit Rates. The monthly fee includes observation and testing of masonry construction performed during normal business hours (7:00 a.m. to 5:00 p.m.) on Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturdays. Specifically excluded from this lump-sum fee is the observation by a licensed professional engineer; and observations and testing of structural full-penetration weldments, moment connections, or fabrication plant welding by a CWI. These services will be provided upon request and billed as separate unit items at the appropriate unit rates. Services conducted outside normal business hours, such as on weekends, holidays, or for services beyond normal business hours on Monday through Friday (and on Saturdays as indicated), will be charged at \$82.50 per hour. If support personnel are required to maintain an adequate testing schedule during peak construction periods, an hourly rate of \$50.00 will be assessed for each additional technician.



ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Unit Rate Estimated Sheet

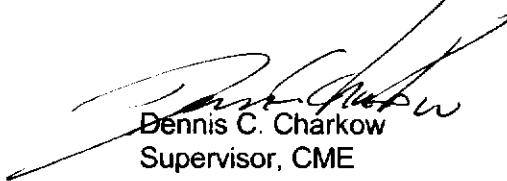
R-K considers the data and information contained in this proposal to be proprietary. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Hidalgo County, Texas. Past due invoices may be subject to late charges at an annual rate of ~~eighteen (18)~~ six (6) percent on any balances unpaid after thirty (30) days from issue. In the event that State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by R-K.

Please return a signed copy of this letter to provide written authorization for our firm to commence work on the services outlined herein. We appreciate the opportunity to be of service to you and look forward to beginning work on this project.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.



Dennis C. Charkow
Supervisor, CME

ACCEPTED BY:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

ATTACHMENT II
CONSTRUCTION MATERIALS TESTING UNIT RATES
Edinburg C.I.S.D. New Middle School # 6
Edinburg, Hidalgo County, Texas

SERVICE	UNIT RATE	QUANTITY	TOTAL
Estimated Two (2) Month - Monthly Charge One Technician:			
1. Monthly Fee	\$14,500.00 Month	2	\$29,000.00
Subtotal			\$29,000.00
Infra-Red Roof Survey			
1. Lump Sum	\$9,000.00 L.S.	1	\$9,000.00
Subtotal			\$9,000.00
Field Water Testing of 10' X 10' Aluminum Framed Window (Assume 10 Windows Tested in Two Days For This Project) (AAMA 501.2 Tests and Procedures)			
1. Lump Sum	\$4,730.00 L.S.	1	\$4,730.00
Subtotal			\$4,730.00

- CONTINUED ON PAGE 4 -

ATTACHMENT II
CONSTRUCTION MATERIALS TESTING UNIT RATES
Edinburg C.I.S.D. New Middle School # 6
Edinburg, Hidalgo County, Texas

Testing Conducted on "Call-Out" Basis

Earthwork:

1. Field Density Test - Parking Area	\$18.50	each	30	\$555.00
2. Technician Time - Density Testing - Parking Area	\$43.25	hour	10	\$432.50
3. Vehicle Travel Charge	\$25.00	trip	5	\$125.00

Subtotal **\$1,112.50**

Concrete: Parking Lot, Sidewalks, Curb

1. Concrete Compressive Strength Tests	\$13.50	each	50	\$675.00
2. Technician Time - Concrete Testing	\$43.25	hour	30	\$1,297.50
3. Air Content of Concrete	\$25.25	each	10	\$252.50
4. Technician Time - Pick-Up of Specimen(s)	\$43.25	hour	4	\$173.00
5. Vehicle Travel Charge	\$25.00	trip	8	\$200.00

Subtotal **\$2,598.00**

Asphalt:

1. Asphaltic Concrete Laydown Observation	\$51.50	hour	18	\$927.00
2. Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	\$248.50	each	2	\$497.00
3. Maximum Theoretical Specific Gravity of Asphalt	\$89.00	each	2	\$178.00
4. Vehicle Travel Charge	\$25.00	trip	4	\$100.00

Subtotal **\$1,702.00**

Other

1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$4,814.25
---	-----	--	--	------------

Subtotal **\$4,814.25**

GRAND TOTAL **\$52,956.75**

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K'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.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes

and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.

In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

8. R-K will be compensated largely on the basis of the time required in rendering these professional services -- not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report 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 any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("instruments") developed by R-K in contemplation of a wide array of project-specific variables,

Raba-Kistner

including how the documents will be used and by whom. R-K shall be the owner and custodian of the instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various instruments and for what purposes, and R-K shall copyright the instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerpt of them.

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

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.
11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT'S agreement with the Contractor; CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT'S agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.
12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed \$50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of \$1,000,000.
13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of

services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall 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 R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.
16. 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.
17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of 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 provision the maximum permissible effect and application intended.
18. 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.

**APPROVAL OF CONSTRUCTION CONTINGENCY
AUTHORIZATION 1 FOR GROUP B MIDDLE SCHOOL 5**

Superintendent's Recommendation

That the Board of Trustees approves the Construction Contingency Authorization 1 for Group B Middle School 5 as prepared by Broaddus & Associates.

Rationale

Broaddus and Associates has reviewed the cost proposals submitted by Construction Manager at Risk (CMR) D. Wilson Construction, Inc. for plan changes to the Fine Arts area. The original Owner Contingency amount of \$150,000 included in the GMP would be reduced by \$41,414 as noted below and the new remaining balance would be \$108,586.

Contingency Amount	\$150,000.00
Construction Contingency Expenditure Authorization 1	\$ 41,414.00
Contingency Balance	\$108,586.00

Broaddus and Associates find the proposed costs to be fair and reasonable and respectfully recommend that the Board consider approval of this expenditure from the Owner Contingency.

The Facilities Committee has reviewed this item and recommended Board approval.

Budgetary Information

Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6629-00-048-099	\$19,638,233.00	\$12,313,934.00	\$7,324,198.07	\$100.93

Resource Personnel

Facilities Committee
Dr. Rene Gutiérrez
Mario Salinas
Rigoberto Abrego
Sylvia Garcia
Robert Estrada

Board Policy Reference

This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by: Robert Estrada
Robert Estrada, District Architect

Approved by: Mario Salinas
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations: Sylvia Garcia
Sylvia Garcia, Director of Finance

Approved by: Rigoberto Abrego
Rigoberto Abrego, Asst. Superintendent for Finance

Recommended by: Dr. Rene Gutierrez
Dr. Rene Gutierrez, Superintendent of Schools

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND CONSULTING

07/29/2010

Dr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: ECISD 2008 Bond Program
New Middle School # 05
Changes to Fine Arts Area and Additional Storage Building
Construction Contingency Expenditure Authorization #01

Dear Mr. Gutierrez:

Broaddus & Associates has reviewed the cost proposals submitted by Construction Manager at Risk (CMR) D. Wilson Construction, Inc. for plan changes to the Fine Arts area. The original Owner Contingency amount of \$150,000 included in the GMP would be reduced by the amount noted above and the new remaining balance would be \$108,586.

Description	Amount
Construction Contingency	\$150,000.00
Construction Contingency Expenditure #01	41,414.00
Construction Contingency Balance	\$108,586.00

Based on our review, Broaddus & Associates finds the proposed costs to be fair and reasonable and respectfully recommends that the Facility Committee consider recommending approval to the Board of Trustees of this expenditure from the Construction (Owner) Contingency.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, FAIA
Senior Project Manager, LEED AP

FN: 100729 ECISD MS 05 Expense Authorization 01 Recom Let.docx

1100 E. Jasmine Ave. ◊ McAllen, Texas 78501 ◊ Phone: (956) 688-2307 ◊ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ◊ Austin, Texas 78746 ◊ Phone: (512) 329-8822 ◊ Fax: (512) 329-8242

EXHIBIT _____

BROADDUS & ASSOCIATES

CONSTRUCTION CONTINGENCY EXPENDITURE AUTHORIZATION

NUMBER: 1
DATE: 7/21/2010

PROJECT NAME: Middle School #5
PROJECT NO.: n.a.

To: D. Wilson Construction Co., Inc.
P.O. Box 3455
McAllen, TX 78502-3455

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING ITEM(S) OF WORK AND TO ADJUST THE CONTINGENCY ALLOWANCE SUM ACCORDINGLY, AS INDICATED BELOW:

SCOPE OF WORK: CPR #14 and CPR #15, for MS #5

DESCRIPTION OF WORK: Changes to Fine Arts area and additional storage building

JUSTIFICATION: specific owner requests

ATTACHMENTS: Subcontractor's price quotes. Verifications of pricing from architect and B&A cost control. Also, submittal / cut sheets.

ORIGINAL CONTINGENCY AMOUNT	\$	150,000
CONTINGENCY EXPENDITURE PRIOR TO THIS AUTHORIZATION	\$	-
CONTINGENCY BALANCE PRIOR TO THIS AUTHORIZATION	\$	150,000
CONTINGENCY SUM WILL BE (DECREASED) BY THIS AUTHORIZATION	\$	87,433
REMAINING CONTINGENCY BALANCE	\$	62,567

ODR RECOMMENDATION: BROADDUS & ASSOCIATES

By:  Date: July 22, 2010
Craig J. Deaton, Ph.D.

ARCHITECT APPROVED: PBK

By:  Date: 07-22-2010
Jose Guerrero, AIA

CONTENT APPROVED: E.C.I.S.D

By: _____ Date: _____
Dr. Rene Gutierrez, Superintendent

CMR ACCEPTANCE: D. Wilson Construction Co., Inc

By: _____ Date: _____
Bill Wilson

EXHIBIT _____

**APPROVAL OF CONSTRUCTION CONTINGENCY
AUTHORIZATION 1 FOR GROUP B MIDDLE SCHOOL 6**

Superintendent's Recommendation

That the Board of Trustees approves the Construction Contingency Authorization 1 for Group B Middle School 6 as prepared by Broaddus & Associates.

Rationale

Broaddus and Associates has reviewed the cost proposals submitted by Construction Manager at Risk (CMR) D. Wilson Construction, Inc. for plan changes to the Fine Arts area. The original Owner Contingency amount of \$150,000 included in the GMP would be reduced by \$44,195 as noted below and the new remaining balance would be \$105,805.

Contingency Amount	\$150,000.00
Construction Contingency Expenditure Authorization 1	<u>\$ 87,175.00</u>
Contingency Balance	\$105,805.00

Broaddus and Associates find the proposed costs to be fair and reasonable and respectfully recommend that the Board consider approval of this expenditure from the Owner Contingency.

The Facilities Committee has reviewed this item and recommended Board approval.

Budgetary Information

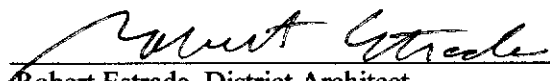
Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6629-00-047-099	\$19,189,656.00	\$10,625,705.00	\$8,563,851.00	\$100.00

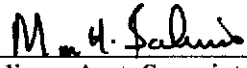
Resource Personnel


Facilities Committee
Dr. Rene Gutiérrez
Mario Salinas
Rigoberto Abrego
Sylvia Garcia
Robert Estrada

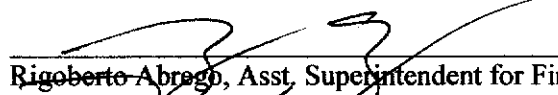
Board Policy Reference

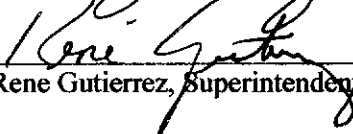
This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by: 
Robert Estrada, District Architect

Approved by: 
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations: 
Sylvia Garcia, Director of Finance

Approved by: 
Rigoberto Abrego, Asst. Superintendent for Finance

Recommended by: 
Dr. Rene Gutierrez, Superintendent of Schools

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND CONSULTING

07/29/2010

Dr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: ECISD 2008 Bond Program
New Middle School # 06
Changes to Fine Arts Area and Additional Storage Building
Construction Contingency Expenditure Authorization #01

Dear Mr. Gutierrez:

Broaddus & Associates has reviewed the cost proposals submitted by Construction Manager at Risk (CMR) D. Wilson Construction, Inc. for plan changes to the Fine Arts area. The original Owner Contingency amount of \$150,000 included in the GMP would be reduced by the amount noted above and the new remaining balance would be \$105,805.

Description	Amount
Construction Contingency	\$150,000.00
Construction Contingency Expenditure #01	44,195.00
Construction Contingency Balance	\$105,805.00

Based on our review, Broaddus & Associates finds the proposed costs to be fair and reasonable and respectfully recommends that the Facility Committee consider recommending approval to the Board of Trustees of this expenditure from the Construction (Owner) Contingency.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, FAIA
Senior Project Manager, LEED AP

FN: 100729 ECISD MS 06 Expense Authorization 01 Recom Let.docx

1100 E. Jasmine Ave. ◊ McAllen, Texas 78501 ◊ Phone: (956) 688-2307 ◊ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ◊ Austin, Texas 78746 ◊ Phone: (512) 329-8822 ◊ Fax: (512) 329-8242

EXHIBIT _____

BROADDUS & ASSOCIATES

CONSTRUCTION CONTINGENCY EXPENDITURE AUTHORIZATION

NUMBER: 1
DATE: 7/21/2010

PROJECT NAME: Middle School #6
PROJECT NO.: n.a.

To: D. Wilson Construction Co., Inc.
P.O. Box 3455
McAllen, TX 78502-3455

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING ITEM (S) OF WORK AND TO ADJUST THE CONTINGENCY ALLOWANCE SUM ACCORDINGLY, AS INDICATED BELOW:

SCOPE OF WORK	<u>CPR #14 and CPR #15, for MS #6</u>
DESCRIPTION OF WORK	<u>Changes to Fine Arts area and additional storage building</u>
JUSTIFICATION	<u>specific owner requests</u>
ATTACHMENTS	<u>Subcontractor's price quotes. Verifications of pricing from architect and B&A cost control. Also, submittal / cut sheets.</u>

ORIGINAL CONTINGENCY AMOUNT	\$	150,000
CONTINGENCY EXPENDITURE PRIOR TO THIS AUTHORIZATION	\$	-
CONTINGENCY BALANCE PRIOR TO THIS AUTHORIZATION	\$	150,000
CONTINGENCY SUM WILL BE (DECREASED) BY THIS AUTHORIZATION	\$	87,175
REMAINING CONTINGENCY BALANCE	\$	62,825

ODR RECOMMENDATION: BROADDUS & ASSOCIATES

By: Grady J. Deaton, Ph.D. Date: July 22, 2010

ARCHITECT APPROVED: PBK

By: Jose Guerrero, AIA Date: 07-22-2010

CONTENT APPROVED: E.C.I.S.D

By: Dr. Rene Gutierrez, Superintendent Date: _____

CMR ACCEPTANCE: D. Wilson Construction Co., Inc.

By: Bill Wilson Date: _____

EXHIBIT _____

**APPROVAL OF CONSTRUCTION CONTINGENCY
AUTHORIZATION 3 FOR GROUP C FINE ARTS FACILITIES**

Superintendent's Recommendation

That the Board of Trustees approves the Construction Contingency Authorization 3 for Group C Fine Arts Facilities Project as prepared by Broaddus & Associates.

Rationale

Broaddus and Associates has reviewed the cost proposals submitted by Construction Manager at Risk (CMR) SpawGlass Contractors, Inc. for electrical, telephone, and data modifications. The original Owner Contingency amount of \$300,000 included in the GMP would be reduced by **\$23,655** as noted below and the new remaining balance would be \$11,206.

Contingency Amount	\$300,000.00
Construction Contingency Expenditure Authorization 1	\$ 88,347.00
Construction Contingency Expenditure Authorization 2	\$176,792.00
Construction Contingency Expenditure Authorization 3	\$ 23,655.00
Contingency Balance	\$ 11,206.00

Broaddus and Associates find the proposed costs to be fair and reasonable and respectfully recommend that the Board consider approval of this expenditure from the Owner Contingency.

The Facilities Committee has reviewed this item and recommended Board approval.

Budgetary Information

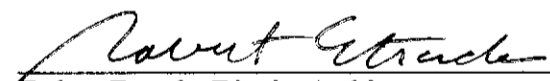
Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6629-00-001-099	\$6,175,519.00	\$3,211,814.96	\$2,963,603.71	\$100.33
623-81-6629-00-002-099	\$6,165,519.00	\$2,576,690.39	\$3,588,728.28	\$100.33
623-81-6629-00-003-099	\$6,160,519.00	\$2,609,097.65	\$3,551,321.01	\$100.34

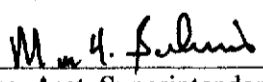
Resource Personnel

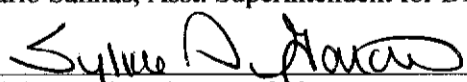
Facilities Committee
Dr. Rene Gutiérrez
Mario Salinas
Rigoberto Abrego
Sylvia Garcia
Robert Estrada

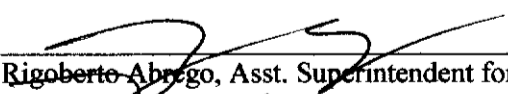
Board Policy Reference

This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by: 
Robert Estrada, District Architect

Approved by: 
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations: 
Sylvia Garcia, Director of Finance

Approved by: 
Rigoberto Abrego, Asst. Superintendent for Finance

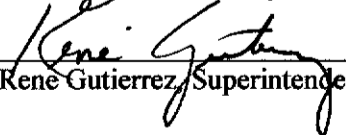
Recommended by: 
Dr. Rene Gutierrez, Superintendent of Schools

Exhibit _____, Pages _____

**BROADDUS
& ASSOCIATES**
Facilities Project Management and Consulting

07/23/2010

Dr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: ECISD 2008 Bond Program
New Fine Arts Facilities – ENHS, JEHS, & EHS
Proposed Modifications to the Interior Finish for the Theater
Construction Contingency Expenditure Authorization #03

Dear Mr. Gutierrez:


Broaddus & Associates has reviewed the cost proposals submitted by Construction Manager at Risk (CMR) SpawGlass Contractors, Inc. for electrical, telephone, & data modifications. The original Owner Contingency amount of \$300,000 included in the GMP would be reduced by the amount noted above and the new remaining balance would be \$11,206.

Description	Amount
Construction Contingency	\$300,000.00
Construction Contingency Expenditure #01	88,347.00
Construction Contingency Expenditure #02	176,792.00
Construction Contingency Expenditure #03	23,655.00
Construction Contingency Balance	\$11,206.00

Based on our review, Broaddus & Associates finds the proposed costs to be fair and reasonable and respectfully recommends that the Facility Committee consider recommending approval to the Board of Trustees of this expenditure from the Construction (Owner) Contingency.

Please contact me if you have any questions or if you require any additional information.

Sincerely,


Rolando L. Garcia, FAIA
Senior Project Manager, LEED AP

FN: 100723 ECISD FA Expense Authorization 03 Recom Let.docx

1100 E. Jasmine Ave. . . . McAllen, Texas 78501 . . . Phone: (956) 688-2307 . . . Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 . . . Austin, Texas 78746 . . . Phone: (512) 329-8822 . . . Fax: (512) 329-8242

EXHIBIT _____

BROADDUS & ASSOCIATES

CONSTRUCTION CONTINGENCY EXPENDITURE AUTHORIZATION

NUMBER: 3
DATE: 7/9/2010

PROJECT NAME: Fine Arts Facilities
PROJECT NO.: 9003

To: SpawGlass Contractors, Inc.
4909 East Grimes, Suite 116
Harlingen, TX 78550

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING ITEM (S) OF WORK AND TO ADJUST THE CONTINGENCY ALLOWANCE SUM ACCORDINGLY, AS INDICATED BELOW:

SCOPE OF WORK	<u>CPR #21</u>
DESCRIPTION OF WORK	<u>electrical / telephone / data modifications per owner's request</u>
JUSTIFICATION	<u>specific owner requests</u>
ATTACHMENTS:	<u>Subcontractor's price quotes. Verifications of pricing from architect and B&A cost control. Also, submittal / cut sheets.</u>

ORIGINAL CONTINGENCY AMOUNT	\$	300,000
CONTINGENCY EXPENDITURE PRIOR TO THIS AUTHORIZATION	\$	265,139
CONTINGENCY BALANCE PRIOR TO THIS AUTHORIZATION	\$	34,861
CONTINGENCY SUM WILL BE (DECREASED) BY THIS AUTHORIZATION	\$	23,655
REMAINING CONTINGENCY BALANCE	\$	11,206

ODR RECOMMENDATION: BROADDUS & ASSOCIATES

By:  Date: July 9, 2010

ARCHITECT APPROVED: ERO

By: _____ Date: _____
Flu Ochoa, P.E., AIA

CONTENT APPROVED: E.C.I.S.D.

By: _____ Date: _____
Dr. Rene Gutierrez, Superintendent

CMR ACCEPTANCE: SpawGlass Contractors, Inc.

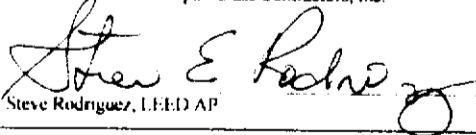
By:  Date: July 22, 2010

EXHIBIT _____

APPROVAL OF GROUP C – FINE ARTS FACILITIES ERO ARCHITECT CONTRACT AMENDMENT

Superintendent's Recommendation

That the Board of Trustees approves the Group C – Fine Arts Facilities ERO Architect Contract Amendment as prepared by Broaddus & Associates.

Rationale

Since the approval of the Architectural Firm of ERO on November 12, 2008 as the top ranked firm for Group C – Fine Arts Facilities projects, Broaddus and Associates and the District have worked well with ERO in developing the necessary documentation for the construction of ECISD's three new Fine Arts Facilities. Broaddus and Associates initially established a Construction Cost Limitation (CCL) of \$16.5 million for this group. This amount was a reduction of \$1.545 million below the District's original construction budget and was then used to establish the AE fee of \$756,250.

The District's AE Agreement allows for the Board to increase the AE fee if the amount of the GMP is 5% of greater than the CCL amount. Attached please find a copy of the AE fee analysis prepared by Broaddus and Associates. Four out of the five project groups have an established GMP. As a result of our analysis only two of the Architectural firms for these four project groups are eligible for an adjustment to their consulting fee.

Based on the results of our analysis, Broaddus and Associates respectfully requests that the ECISD Board of Trustees approve the proposed fee increase of **\$63,784.00** to the District's Agreement with ERO Architects bringing their contract total to \$863,777.

The Facilities Committee has reviewed this item and recommended Board approval.

Budgetary Information

Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6216-00-001-099	\$489,469.00	\$109,674.49	\$173,946.28	\$205,848.23
623-81-6216-00-002-099	\$320,625.00	\$109,636.64	\$169,974.13	\$ 41,014.23
623-81-6216-00-003-099	\$324,584.00	\$111,742.25	\$171,349.05	\$ 41,492.70

Resource Personnel

Facilities Committee	Dr. Rene Gutiérrez
Mario Salinas	Rigoberto Abrego
Sylvia Garcia	Robert Estrada

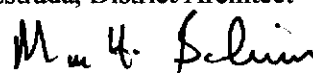
Board Policy Reference

This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

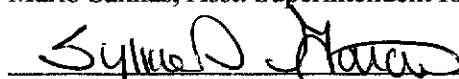
Prepared by:


Robert Estrada, District Architect

Approved by:


Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary
Allocations:


Sylvia Garcia, Director of Finance

Approved by:


Rigoberto Abrego, Asst. Superintendent for Finance

Recommended by:

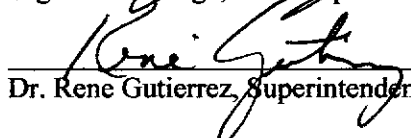

Dr. Rene Gutierrez, Superintendent of Schools

Exhibit _____, Pages _____

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND CONSULTING

08/03/2010

Dr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: Edinburg CISD 2008 Construction Bond Program
Recommendation of A/E Firm Contract Adjustment for Fine Arts Facilities Projects

Dear Superintendent Gutierrez:

Since the approval of the architectural firm of ERO on November 12, 2008 as the top ranked firm for the projects referred to above, Broaddus & Associates and the District have worked well with ERO in developing the necessary documentation for the construction of ECISD's three new Fine Arts Facilities. Broaddus & Associates initially established a Construction Cost Limitation (CCL) of \$16.5 million for this group. This amount was a reduction of \$1.545 million below the District's original construction budget and was then used to establish the AE fee of \$756,250.

The District's AE agreement allows for the Board to increase the AE fee if the amount of the GMP is 5% or greater than the CCL amount. Attached please find a copy of the AE fee analysis prepared by Broaddus & Associates. Four out of the five project groups have an established GMP. As a result of our analysis only two of the Architectural firms for these four project groups are eligible for an adjustment to their consulting fee.

Based on the results of our analysis, Broaddus & Associates respectfully requests that the Facilities Committee recommend to the Board of Trustees of Edinburg Consolidated Independent School District the approval of the proposed fee increase of \$63,784.00 to the District's Agreement with ERO Architects bringing their contract total to \$863,777.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, AIA
Senior Project Manager

FN: 100803 ECISD FA Contract Adj Recommendation Let.docx

1100 E. Jasmine Ave ♦ McAllen, Texas 78501 ♦ Phone: (956) 688-2307 ♦ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ Fax: (512) 329-8242

EXHIBIT _____

**AMENDMENT OF
OWNER / ARCHITECT AGREEMENT
BETWEEN
EDINBURG CONSOLIDATED ISD AND ERO ARCHITECTS**

July 21, 2010

Please refer to the Agreement dated November 12, 2008 between Edinburg Consolidated Independent School District ("Owner") and the undersigned ("Architect") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Project Architect is to perform Basic Services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

1. The Project Architect is requesting an adjustment to their fee for basic services pursuant to Article 8.5 Basic Service Fee Compensation Adjustment of the referenced Agreement:

"The basic fee lump sum compensation may be adjusted when authorized in writing by Owner and when the Construction Cost Limitation (CCL) increases more than 5% during any phase including acceptance of final GMP amount."

Per the attached analysis by Broaddus & Associates, Edinburg Consolidated ISD approved a GMP which is greater than 5% of the agreed to "Construction Cost Limitation (CCL)".

2. Project Architect agrees to an adjustment in their fee for Basic Services in accordance with the terms and provisions of the Agreement for a fee which is determined in accordance with the Agreement but which will not exceed sixty-three thousand seven hundred eighty-four Dollars (\$63,784.00) and for reimbursement of expenses in accordance with the Agreement, incurred solely in connection with the performance of such Basic Services.
3. This amendment does not affect schedule for the performance of Architect's Basic Services in accordance with the Agreement.

If the foregoing is acceptable to you, please so execute by signing this letter at the space provided for this purpose.

Original Contract Amount	\$756,250.00
Previous Additions	12,100.00
	11,643.00
Previous Deductions	0.00
Net Balance Contract Amount	\$799,993.00
This Addition	63,784.00
Adjusted Contract Amount	\$863,777.00

ERO Architects

By:

Name: Eli R. Ochoa, AIA

Title: Principal

**Edinburg Consolidated Independent
School District**

By:

Name: Dr. Rene Gutierrez, Ed.D.

Title: Superintendent of Schools

EXHIBIT _____

Edinburg Consolidated ISD
2008 Bond Program
Proposed A/E Adjustment
July 15, 2010

I. A/E CCL Contract Amount					
Elementary Schools	\$	33,600,000			
Middle Schools	\$	36,000,000			
Fine Arts Facilities	\$	16,500,000			
Brewster Campus Adds	\$	4,450,000			
Harwell Renovation	\$	855,000			
Total	\$	91,405,000.00			
II. Approved GMP (Less Owner Contingency)					
		GMP	Contingency	GMP-Cont'n'y	
Elementary Schools	\$	35,600,000	\$ 600,000	\$ 35,000,000	
Middle Schools	\$	39,114,749	\$ 300,000	\$ 38,814,749	
Fine Arts Facilities	\$	18,466,256	\$ 300,000	\$ 18,166,256	
Brewster Campus Adds	\$	4,515,418	\$ 25,000	\$ 4,490,418	
Harwell Renovation		TBD	TBD	TBD	
Total	\$	97,696,423	\$ 1,225,000	\$ 96,471,423	
III. Increase in CCL amount					
		CCL	GMP-OC	CCL +	% +
Elementary Schools	\$	33,600,000	\$ 35,000,000	\$ 1,400,000	4.17%
Middle Schools	\$	36,000,000	\$ 38,814,749	\$ 2,814,749	7.82%
Fine Arts Facilities	\$	16,500,000	\$ 18,445,049	\$ 1,945,049	11.79%
Brewster Campus Adds	\$	4,450,000	\$ 4,490,418	\$ 40,418	0.91%
Harwell Renovation	\$	855,000	TBD	TBD	TBD
Total	\$	91,405,000	\$ 96,750,216	\$ 6,200,216	
IV. Proposed A/E Fee Adjustment per Agreement					
		A/E Fee / Agree	AE Fee Adj		
Elementary Schools (ROFA)	\$	1,512,000	\$ -		
Middle Schools (PBK)	\$	1,702,800	\$ 133,138		
Fine Arts Facilities (ERO)	\$	756,250	\$ 63,784		
Brewster Campus Adds (NEKO)	\$	267,000	\$ -		
Harwell Renovation (Milnet)	\$	64,125	TBD		
Total	\$	4,302,175	\$ 196,922		

EXHIBIT

**APPROVAL OF CONSTRUCTION MATERIALS TESTING FOR
GROUP C – FINE ARTS FACILITIES CONTRACT AMENDMENT**

Superintendent's Recommendation

That the Board of Trustees approves the Construction Materials Testing for Group C – Fine Arts Facilities Contract Amendment as prepared by Broaddus & Associates.

Rationale

Broaddus & Associates has reviewed the attached proposals submitted by Professional Service Industries dated 10, 2010, for a total of **\$57,468**, for material testing services required in order to complete the work for the Bond Program projects referred to above and finds the submitted cost to be acceptance of the proposal. These prices include additional services for roof infrared testing and water infiltration testing on the exterior windows.

Broaddus & Associates respectfully requests that the ECISD Board of Trustees accept the proposals for the material testing services for the project referred to above.

The Facilities Committee has reviewed this item and recommended Board approval.

Budgetary Information

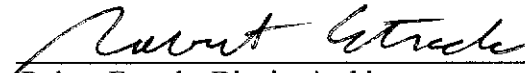
Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6216-00-001-099	\$489,469.00	\$109,674.49	\$173,946.28	\$205,848.23
623-81-6216-00-002-099	\$320,625.00	\$109,636.64	\$169,974.13	\$ 41,014.23
623-81-6216-00-003-099	\$324,584.00	\$111,742.25	\$171,349.05	\$ 41,492.70

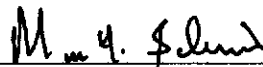
Resource Personnel

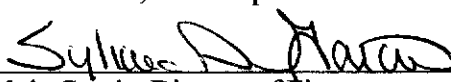
Facilities Committee
Dr. Rene Gutiérrez
Mario Salinas
Rigoberto Abrego
Sylvia Garcia
Robert Estrada

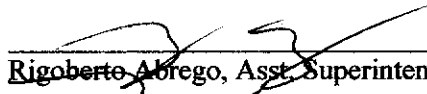
Board Policy Reference

This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by: 
Robert Estrada, District Architect

Approved by: 
Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations: 
Sylvia Garcia, Director of Finance

Approved by: 
Rigoberto Abrego, Asst. Superintendent for Finance

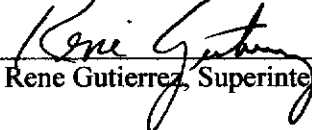
Recommended by: 
Dr. Rene Gutierrez, Superintendent of Schools

Exhibit _____, Pages _____

**BROADDUS
& ASSOCIATES**
INTEGRATED PROJECT MANAGEMENT AND CONSULTING

08/03/2010

Dr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: Edinburg CISD 2008 Bond Program
JEHS, ENHS & EHS Fine Arts Facilities
Material Testing Services Amendments

Dear Mr. Gutierrez:

Broaddus & Associates has reviewed the attached proposals submitted by Professional Service Industries dated June 10, 2010, for a total of \$54,468, for material testing services required in order to complete the work for the Bond Program projects referred to above and finds the submitted cost to be acceptable for the requested scope of services and recommends acceptance of the proposal. This price includes additional services for roof infrared testing and water infiltration testing on the exterior windows.

Based on our review, Broaddus & Associates respectfully requests that the Facilities Committee consider recommending to the ECISD Board of Trustees the acceptance of the proposals for the material testing services for the project referred to above.

Please contact me if you have any questions or if you require any additional information.

Sincerely,



Rolando L. Garcia, AIA
Project Manager

FN: 100803 ECISD FA Facilities Material Testing CO Recommendation Letter.docx

1100 E. Jasmine Ave. ♦ McAllen, Texas 78501 ♦ Phone: (956) 688-2307 ♦ Fax: (956) 688-2315

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ Fax: (512) 329-8242

EXHIBIT _____

Edinburg Consolidated ISD
 2008 Bond Program
 Proposed Testing Lab Cost Increases
 August 3, 2010

Project	Proposal	BOT Approved	Additional MT Fees	Additional Infrared	Additional Spray Test	Additional Fees	Total
JEHS FA		\$ 17,533	\$ 13,919	\$ 4,000	\$ 1,833	\$ 19,752	\$ 37,285
ENHS FA		\$ 18,355	\$ 14,397	\$ 4,000	\$ 1,833	\$ 20,230	\$ 38,585
EHS FA		\$ 18,423	\$ 11,652	\$ 4,000	\$ 1,834	\$ 17,486	\$ 35,909
Grand Totals		\$ 54,311	\$ 39,968	\$ 12,000	\$ 5,500	\$ 57,468	\$ 111,779

EXHIBIT _____

June 10, 2010

Mr. Robert Estrada, AIA
Edinburg Consolidated Independent School District
1305 East Schunior
Edinburg, Texas 78541

Re: Change Order - Construction Materials Testing Services
Fine Arts Facility – Edinburg Economedes High School
Edinburg, Texas
PSI Project No. 328-166

Dear Mr. Estrada:

Professional Service Industries, Inc. (PSI) requests the following change order to our original scope of work for Construction Materials Testing services currently being provided on the Fine Arts Facility project at the Edinburg Economedes High School. This change order request estimate covers activities performed to date beyond the original scope of work and anticipated activities to complete the project. On October 29, 2009, Dr. Rene Gutierrez of the ECISD authorized our services by signing PSI Proposal No. 9233 dated October 2, 2009.

PSI has been providing from the beginning of the project experienced technical personnel to perform the necessary testing and inspection services in general accordance with the project specifications. ***Our services to date have been performed as requested by the Client's representative on an as needed basis.*** A tabulation of the various tasks estimated at the onset of the project versus actual spent to date (May 31, 21010) is presented in Table 1. PSI has been requested to provide more services than originally anticipated given the project logistics and other factors beyond our control. In general, pending activities include CMT services for the steel and bolt inspection of metal structures, masonry components and parking lot pavement system. An estimate of the remaining tasks for the project completion is presented in Table 2.

PSI requests a change order of **\$13,918.80** to our original scope of work for the services provided to date beyond the original scope of work and estimated tasks anticipated remaining to be performed for project completion. It is proposed that the remaining services on this project continue to be on a unit price basis and that all work continue to be performed in accordance with the Schedule of Services and Fees and PSI General Conditions previously presented, which are enclosed and incorporated into this change order. Final billing is determined by actual technical time expended and laboratory tests performed. A summary of the original amount and this request is presented below.

Original Amount	\$ 17,533.00
Change Order	<u>\$ 13,918.80</u>
Total	\$ 31,451.80



TABLE 1

SUMMARY OF ESTIMATED QUANTITIES VS. ACTUAL - END OF MAY 2010
 EDINBURG FINE ARTS PROJECT - ECONOMIDES HIGH SCHOOL
 PSI PROJECT NO. 328-166

ITEM	DESCRIPTION	UNIT	PRICE (\$)	ESTIMATED QTY.	ESTIMATED TOTAL (\$)	ACTUAL QTY.	ACTUAL TOTAL (\$)	DIFFERENCE	BALANCE (\$)
1	ENGINEERING TECH (HR)		\$ 36.00	100.00	\$ 3,600.00	97.6	\$ 3,513.60	2.40	\$ 86.40
2	ENGINEERING TECH, SOIL (HR)		\$ 36.00	0.00	\$ -	8.0	\$ 288.00	-8.00	\$ (288.00)
3	CWI (HR)		\$ 65.00	20.00	\$ 1,300.00	21.0	\$ 1,365.00	-1.00	\$ (65.00)
4	ENGINEER, PROJECT (HR)		\$ 115.00	6.00	\$ 690.00	3.0	\$ 345.00	3.00	\$ 345.00
5	ENGINEERING TECH OT (HR)		\$ 45.00	0.00	\$ -	25.0	\$ 1,125.00	-25.00	\$ (1,125.00)
6	TRIP CHARGE (EA)		\$ 66.00	62.00	\$ 4,092.00	110.0	\$ 7,260.00	-48.00	\$ (3,168.00)
7	CON, COMPST-6X12" CYL (EA)		\$ 12.50	136.00	\$ 1,700.00	116.0	\$ 1,450.00	20.00	\$ 250.00
8	MAS, COMPST-2" CUBE (EA)		\$ 15.00	24.00	\$ 360.00	18.0	\$ 270.00	6.00	\$ 90.00
9	MAS, COMPST-GR PRISM (EA)		\$ 15.00	24.00	\$ 360.00	48.0	\$ 720.00	-24.00	\$ (360.00)
10	SO, ATTERBERG LIMITS (EA)		\$ 63.00	4.00	\$ 252.00	4.0	\$ 252.00	0.00	\$ -
11	SO, DRY SIEVE (EA)		\$ 60.00	1.00	\$ 60.00	1.0	\$ 60.00	0.00	\$ -
12	SO, FIELD DENSITY (EA)		\$ 30.00	91.00	\$ 2,730.00	214.0	\$ 6,420.00	-123.00	\$ (3,690.00)
13	SO, M-D RELATION STD (EA)		\$ 140.00	4.00	\$ 560.00	4.0	\$ 540.00	0.00	\$ 20.00
14	TEST EVAL-REPORT REVIEW		\$ 57.00	28.00	\$ 1,596.00	42.9	\$ 2,445.30	-14.90	\$ (849.30)
15	CLERICAL		\$ 36.00	3.00	\$ 108.00	0.0	\$ -	3.00	\$ 108.00
16	LIME DETERMINATION		\$ 180.00	1.00	\$ 180.00	0.0	\$ -	1.00	\$ 180.00
17	ASHPALT CORES		\$ 37.50	0.00	\$ -	0.0	\$ -	0.00	\$ -
18	SPECIFIC DESITY CORES		\$ 30.00	0.00	\$ -	0.0	\$ -	0.00	\$ -
19	THEORETICAL RICE ASPHALT		\$ 55.00	0.00	\$ -	0.0	\$ -	0.00	\$ -
20	EXTRACTION GRADATION		\$ 36.00	0.00	\$ -	0.0	\$ -	0.00	\$ -
				TOTAL	\$ 17,533.00		\$ 26,053.90		\$ (8,520.90)

EXHIBIT



Table 2

Estimated Construction Material Testing Services to Complete Project
Fine Arts Facility - Economedes High School

Description	Unit	Unit Rate (\$/Unit)	Quantity	Cost (\$)
<i>Subgrade</i>				
Standard Proctor	each	\$140.00	1	\$140.00
Atterberg Limits	each	\$63.00	1	\$63.00
Lime Determination	each	\$63.00	1	\$63.00
Nuclear Density-Parking Lots	each	\$30.00	5	\$150.00
Nuclear Density-On Buildings	each	\$30.00	0	\$0.00
Nuclear Density - Sidewalks	each	\$30.00	0	\$0.00
Trip Charge	each	\$66.00	2	\$132.00
Report Review	hour	\$57.00	1	\$57.00
			Sub-Total	\$605.00
<i>Fill</i>				
Standard Proctor	each	\$140.00	0	\$0.00
Atterberg Limits	each	\$63.00	0	\$0.00
Nuclear Density-On Buildings	each	\$30.00	0	\$0.00
Nuclear Density-Parking Lot	each	\$30.00	0	\$0.00
Nuclear Density - Sidewalks	each	\$30.00	0	\$0.00
Trip Charge	each	\$66.00	0	\$0.00
Report Review	hour	\$57.00	0	\$0.00
			Sub-Total	\$0.00
<i>Flexible Base</i>				
Standard Proctor	each	\$140.00	1	\$140.00
Atterberg Limits	each	\$63.00	1	\$63.00
Gradation	each	\$45.00	1	\$45.00
Nuclear Density	each	\$30.00	5	\$150.00
Trip Charge	each	\$66.00	2	\$132.00
Report Review	hour	\$57.00	0.9	\$51.30
			Sub-Total	\$581.30
<i>Asphalt</i>				
Extraction/Gradation	each	\$120.00	2	\$240.00
Monitor Asphalt Placement	hour	\$36.00	4	\$144.00
Asphalt Cores	each	\$37.50	4	\$150.00
Specific Density	each	\$30.00	4	\$120.00
Theoretical Rice	each	\$55.00	1	\$55.00
Trip Charge	each	\$66.00	2	\$132.00
Report Review	hour	\$57.00	1.5	\$85.50
			Sub-Total	\$926.50
<i>Concrete</i>				
Cylinders on Slabs/Buildings	set of 4	\$50.00	0	\$0.00
Engineering Technician	hour	\$36.00	0	\$0.00
Cylinders on Sidewalks/Aprons	set of 4	\$50.00	4	\$200.00
Engineering Technician	hour	\$36.00	8	\$288.00
Trip Charge	each	\$66.00	4	\$264.00
Report Review	hour	\$57.00	1.3	\$74.10
			Sub-Total	\$826.10
<i>Masonry</i>				
Grout Prisms	set	\$45.00	3	\$135.00
Engineering Technician	hour	\$36.00	6	\$216.00
Mortar Cubes	set	\$45.00	3	\$135.00
Engineering Technician	hour	\$36.00	6	\$216.00
Trip Charge	each	\$66.00	6	\$396.00
Report Review	each	\$57.00	1.8	\$108.30
			Sub-Total	\$1,208.30
<i>Welding Inspection</i>				
Visual Welding Inspection	hour	\$65.00	11	\$715.00
Bolt Inspection	hour	\$55.00	4	\$220.00
Trip Charge	each	\$66.00	3	\$198.00
Report Review	hour	\$57.00	2.1	\$119.70
			Sub-Total	\$1,252.70
<i>Project Management & Administration</i>				
Project Engineer/Manager	hour	\$115.00	0	\$0.00
Clerical	hour	\$36.00	0	\$0.00
			Sub-Total	\$0.00
Estimated Project Total				\$5,397.90

PROFESSIONAL SERVICE INDUSTRIES, INC.
SCHEDULE OF SERVICES & FEES
Standard Rate Sheet
January 2009

Laboratory Testing Services

Laboratory compression testing of concrete cylinders delivered to our laboratory in accordance with ASTM procedures and project specifications.

- a. Testing and reporting (Minimum 4 cylinders) Each \$12.50
- b. Reserves not tested Each \$8.00

Flexural Testing of beams delivered to our laboratory in accordance with ASTM procedures and project specifications Each \$29.50

Moisture density relationship of soil

- a. ASTM D-698 (Standard Proctor) Each \$140.00
- b. ASTM D-1557 (Modified Proctor)..... Each \$145.00

Atterberg limits determination Each \$63.00

Grain size analysis, mechanical..... Each \$60.00

Percent passing #200 sieve Each \$47.00

Asphaltic concrete testing

- a. Molding specimens (3 specimens)Per Set \$60.00
- b. Density (3 specimens)Per Set \$60.00
- c. Monitor Asphalt PlacementPer Hour \$36.00
- d. Extraction and gradation..... Each \$120.00
- e. Asphalt core Each \$37.50
- f. Asphalt Lab Density Each \$30.00
- g. Theoretical Each \$55.00

Field Testing Services

Engineering Technician to perform:

- a. Concrete batch plant inspection
- b. Concrete field inspection & molding concrete cylinders
- c. Concrete pipe or precast plant inspection
- d. Field observation & testing of fill operations
- Engineering Technician (minimum 2 hours)Per Hour \$36.00
- OvertimePer Hour \$45.00

PSI Field Testing Services, continued...

Senior Engineering Technician to perform:

- a. Asphalt batch plant inspection
 - b. Soil-cement or lime stabilization inspection
 - c. Post Tension Cable Inspection
 - d. Drilled pier and/or pile installation inspection
- Senior Engineering Technician (minimum 2 hours)Per Hour \$40.00
OvertimePer Hour \$55.00

In-Place Nuclear Density Tests (Minimum 3 per trip) Each \$30.00

Structural steel & visual welding inspection.....Per Hour 45.00

Trip Charges:

- a. Within 5 mile radius of laboratory Per Trip -0-
- b. Over 5 miles from laboratory..... Per Trip \$66.00

Engineering Services

Engineering services for test evaluation, contract administration, supervision of laboratory and field personnel and consultation

- a. Principal of Firm Per Hour \$200.00
- b. Project Senior Engineer..... Per Hour \$150.00
- c. Staff Engineer Per Hour \$125.00
- d. Project Manager Per Hour \$65.00
- e. Report Review Per Hour \$57.00

Remarks

Services and fees not listed above will be quoted on request.

Overtime rates will be applicable for any hours worked exclusive of 8:00 a.m. to 5:00 p.m. Monday through Friday and for all hours worked on Saturdays, Sundays, or holidays.

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.
3. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
4. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
6. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.
7. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
8. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
9. **WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES, IN PERFORMING ITS PROFESSIONAL SERVICES. PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. **SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.**
IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER.
10. **INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
11. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.
12. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoenas. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
13. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
14. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

June 10, 2010

Mr. Robert Estrada, AIA
Edinburg Consolidated Independent School District
1305 East Schunior
Edinburg, Texas 78541

Re: Change Order - Construction Materials Testing Services
Fine Arts Facility – Edinburg North High School
Edinburg, Texas
PSI Project No. 328-165

Dear Mr. Estrada:

Professional Service Industries, Inc. (PSI) requests the following change order to our original scope of work for Construction Materials Testing services currently being provided on the Fine Arts Facility project at the Edinburg North High School. This change order request estimate covers activities performed to date beyond the original scope of work and anticipated activities to complete the project. On October 29, 2009, Dr. Rene Gutierrez of the ECISD authorized our services by signing PSI Proposal No. 9236 dated October 2, 2009.

PSI has been providing from the beginning of the project experienced technical personnel to perform the necessary testing and inspection services in general accordance with the project specifications. ***Our services to date have been performed as requested by the Client's representative on an as needed basis.*** A tabulation of the various tasks estimated at the onset of the project versus actual spent to date (May 31, 21010) is presented in Table 1. PSI has been requested to provide more services than originally anticipated given the project logistics and other factors beyond our control. In general, pending activities include CMT services for the steel and bolt inspection of metal structures, masonry components and parking lot pavement system. An estimate of the remaining tasks for the project completion is presented in Table 2.

PSI requests a change order of **\$14,397.60** to our original scope of work for the services provided to date beyond the original scope of work and estimated tasks anticipated remaining to be performed for project completion. It is proposed that the remaining services on this project continue to be on a unit price basis and that all work continue to be performed in accordance with the Schedule of Services and Fees and PSI General Conditions previously presented, which are enclosed and incorporated into this change order. Final billing is determined by actual technical time expended and laboratory tests performed. A summary of the original amount and this request is presented below.

Original Amount	\$ 18,355.50
Change Order	<u>\$ 14,397.60</u>
Total	\$ 32,753.10



TABLE 1

SUMMARY OF ESTIMATED QUANTITIES VS. ACTUAL - END OF MAY 2010
 EDINBURG FINE ARTS PROJECT - NORTH HIGH SCHOOL
 PSI PROJECT NO. 328-165

ITEM	DESCRIPTION	UNIT PRICE (\$)	ESTIMATED QTY.	ESTIMATED TOTAL (\$)	ACTUAL QTY.	ACTUAL TOTAL (\$)	DIFFERENCE	BALANCE
1	ENGINEERING TECH (HR)	\$ 36.00	102.00	\$ 3,672.00	85.0	\$ 3,060.00	17.00	\$ 612.00
2	CWI (HR)	\$ 65.00	20.00	\$ 1,300.00	10.0	\$ 650.00	10.00	\$ 650.00
3	ENGINEER, PROJECT (HR)	\$ 115.00	6.00	\$ 690.00	2.0	\$ 230.00	4.00	\$ 460.00
4	ENGINEERING TECH OT (HR)	\$ 45.00	0.00	\$ -	13.0	\$ 585.00	-13.00	\$ (585.00)
5	ENGINEERING TECH, SOILOT(HR)	\$ 45.00	0.00	\$ -	10.0	\$ 450.00	-10.00	\$ (450.00)
6	TRIP CHARGE (EA)	\$ 66.00	64.00	\$ 4,224.00	118.0	\$ 7,788.00	-54.00	\$ (3,564.00)
7	ABM, EXT/GRAD (EA)	\$ 120.00	2.00	\$ 240.00	1.0	\$ 120.00	1.00	\$ 120.00
8	CON, COMPST-6X12" CYL (EA)	\$ 12.50	112.00	\$ 1,400.00	142.0	\$ 1,775.00	-30.00	\$ (375.00)
9	MAS, COMPST-2" CUBE (EA)	\$ 15.00	24.00	\$ 360.00	9.0	\$ 135.00	15.00	\$ 225.00
10	MAS, COMPST-GR PRISM (EA)	\$ 15.00	24.00	\$ 360.00	33.0	\$ 495.00	-9.00	\$ (135.00)
11	SO, ATTERBERG LIMITS (EA)	\$ 63.00	4.00	\$ 252.00	4.0	\$ 252.00	0.00	\$ -
12	SO, DRY SIEVE (EA)	\$ 60.00	1.00	\$ 60.00	2.0	\$ 120.00	-1.00	\$ (60.00)
13	SO, FIELD DENSITY (EA)	\$ 30.00	91.00	\$ 2,730.00	289.0	\$ 8,670.00	-198.00	\$ (5,940.00)
14	SO, M-D RELATION STD (EA)	\$ 140.00	4.00	\$ 560.00	4.0	\$ 540.00	0.00	\$ 20.00
15	TEST EVAL-REPORT REVIEW	\$ 57.00	28.50	\$ 1,624.50	43.6	\$ 2,485.20	-15.10	\$ (860.70)
16	LIME DETERMINATION	\$ 180.00	1	\$ 180.00	0.0	\$ -	1.00	\$ 180.00
17	ASHPALT CORES	\$ 37.50	8.00	\$ 300.00	0.0	\$ -	8.00	\$ 300.00
18	SPECIFIC DESITY CORES	\$ 30.00	8.00	\$ 240.00	0.0	\$ -	8.00	\$ 240.00
19	THEORETICAL RICE ASPHALT	\$ 55.00	2.00	\$ 110.00	0.0	\$ -	2.00	\$ 110.00
20	CLERICAL	\$ 36.00	3.00	\$ 108.00	0.0	\$ -	3.00	\$ 108.00
TOTAL				\$ 18,355.50		\$ 27,355.20		\$ (8,999.70)

EXHIBIT



Table 2

Estimated Construction Material Testing Services to Complete Project
Fine Arts Facility - Edinburg North High School

Description	Unit	Unit Rate (\$/Unit)	Quantity	Cost (\$)
<i>Subgrade</i>				
Standard Proctor	each	\$140.00	1	\$140.00
Atterberg Limits	each	\$63.00	1	\$63.00
Lime Determination	each	\$63.00	1	\$63.00
Nuclear Density-Parking Lots	each	\$30.00	5	\$150.00
Nuclear Density-On Buildings	each	\$30.00	0	\$0.00
Nuclear Density - Sidewalks	each	\$30.00	0	\$0.00
Trip Charge	each	\$66.00	2	\$132.00
Report Review	hour	\$57.00	1	\$57.00
			Sub-Total	\$606.00
<i>Fill</i>				
Standard Proctor	each	\$140.00	0	\$0.00
Atterberg Limits	each	\$63.00	0	\$0.00
Nuclear Density-On Buildings	each	\$30.00	0	\$0.00
Nuclear Density-Parking Lot	each	\$30.00	0	\$0.00
Nuclear Density - Sidewalks	each	\$30.00	0	\$0.00
Trip Charge	each	\$66.00	0	\$0.00
Report Review	hour	\$57.00	0	\$0.00
			Sub-Total	\$0.00
<i>Flexible Base</i>				
Standard Proctor	each	\$140.00	1	\$140.00
Atterberg Limits	each	\$63.00	1	\$63.00
Gradation	each	\$45.00	1	\$45.00
Nuclear Density	each	\$30.00	5	\$150.00
Trip Charge	each	\$66.00	2	\$132.00
Report Review	hour	\$57.00	0.9	\$51.30
			Sub-Total	\$681.30
<i>Asphalt</i>				
Extraction/Gradation	each	\$120.00	2	\$240.00
Monitor Asphalt Placement	hour	\$36.00	4	\$144.00
Asphalt Cores	each	\$37.50	4	\$150.00
Specific Density	each	\$30.00	4	\$120.00
Theoretical Rice	each	\$55.00	1	\$55.00
Trip Charge	each	\$88.00	2	\$176.00
Report Review	hour	\$57.00	1.5	\$85.50
			Sub-Total	\$926.50
<i>Concrete</i>				
Cylinders on Slabs/Buildings	set of 4	\$50.00	0	\$0.00
Engineering Technician	hour	\$36.00	0	\$0.00
Cylinders on Sidewalks/Aprons	set of 4	\$50.00	4	\$200.00
Engineering Technician	hour	\$36.00	8	\$288.00
Trip Charge	each	\$68.00	4	\$272.00
Report Review	hour	\$57.00	1.3	\$74.10
			Sub-Total	\$828.10
<i>Masonry</i>				
Grout Prisms	set	\$45.00	3	\$135.00
Engineering Technician	hour	\$36.00	6	\$216.00
Mortar Cubes	set	\$45.00	3	\$135.00
Engineering Technician	hour	\$36.00	6	\$216.00
Trip Charge	each	\$66.00	6	\$396.00
Report Review	hour	\$57.00	1.9	\$108.30
			Sub-Total	\$1,206.30
<i>Welding Inspection</i>				
Visual Welding Inspection	hour	\$65.00	11	\$715.00
Bolt Inspection	hour	\$55.00	4	\$220.00
Trip Charge	each	\$68.00	3	\$198.00
Report Review	hour	\$57.00	2.1	\$119.70
			Sub-Total	\$1,252.70
<i>Project Management & Administration</i>				
Project Engineer/Manager	hour	\$115.00	0	\$0.00
Clerical	hour	\$36.00	0	\$0.00
			Sub-Total	\$0.00
Estimated Project Total				\$5,397.90

PROFESSIONAL SERVICE INDUSTRIES, INC.
SCHEDULE OF SERVICES & FEES
Standard Rate Sheet
 January 2009

Laboratory Testing Services

Laboratory compression testing of concrete cylinders delivered to our laboratory in accordance with ASTM procedures and project specifications.

- a. Testing and reporting (Minimum 4 cylinders) Each \$12.50
- b. Reserves not tested Each \$8.00

Flexural Testing of beams delivered to our laboratory in accordance with ASTM procedures and project specifications Each \$29.50

Moisture density relationship of soil

- a. ASTM D-698 (Standard Proctor) Each \$140.00
- b. ASTM D-1557 (Modified Proctor)..... Each \$145.00

Atterberg limits determination Each \$63.00

Grain size analysis, mechanical..... Each \$60.00

Percent passing #200 sieve Each \$47.00

Asphaltic concrete testing

- a. Molding specimens (3 specimens)Per Set \$60.00
- b. Density (3 specimens)Per Set \$60.00
- c. Monitor Asphalt PlacementPer Hour \$36.00
- d. Extraction and gradation..... Each \$120.00
- e. Asphalt core Each \$37.50
- f. Asphalt Lab Density Each \$30.00
- g. Theoretical Each \$55.00

Field Testing Services

Engineering Technician to perform:

- a. Concrete batch plant inspection
- b. Concrete field inspection & molding concrete cylinders
- c. Concrete pipe or precast plant inspection
- d. Field observation & testing of fill operations
 - Engineering Technician (minimum 2 hours)Per Hour \$36.00
 - OvertimePer Hour \$45.00

PSI Field Testing Services, continued...

Senior Engineering Technician to perform:

- a. Asphalt batch plant inspection
 - b. Soil-cement or lime stabilization inspection
 - c. Post Tension Cable Inspection
 - d. Drilled pier and/or pile installation inspection
- Senior Engineering Technician (minimum 2 hours).....Per Hour \$40.00
Overtime.....Per Hour \$55.00

In-Place Nuclear Density Tests (Minimum 3 per trip)..... Each \$30.00

Structural steel & visual welding inspection.....Per Hour 45.00

Trip Charges:

- a. Within 5 mile radius of laboratory Per Trip -0-
- b. Over 5 miles from laboratory..... Per Trip \$66.00

Engineering Services

Engineering services for test evaluation, contract administration, supervision of laboratory and field personnel and consultation

- a. Principal of FirmPer Hour \$200.00
- b. Project Senior Engineer.....Per Hour \$150.00
- c. Staff EngineerPer Hour \$125.00
- d. Project ManagerPer Hour \$65.00
- e. Report ReviewPer Hour \$57.00

Remarks

Services and fees not listed above will be quoted on request.

Overtime rates will be applicable for any hours worked exclusive of 8:00 a.m. to 5:00 p.m. Monday through Friday and for all hours worked on Saturdays, Sundays, or holidays.

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal. Client's acceptance thereof and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.
3. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
4. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
6. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.
7. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
8. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
9. **WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES IN PERFORMING ITS PROFESSIONAL SERVICES. PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. **SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.**
IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER.
10. **INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
11. **TERMINATION:** The Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.
12. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
13. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storor, transporter, treator or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
14. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

June 10, 2010

Mr. Robert Estrada, AIA
Edinburg Consolidated Independent School District (ECISD)
1305 East Schunior
Edinburg, Texas 78541

Re: Change Order - Construction Materials Testing Services
Fine Arts Facility – Edinburg High School
Edinburg, Texas
PSI Project No. 328-164

Dear Mr. Estrada:

Professional Service Industries, Inc. (PSI) requests the following change order to our original scope of work for Construction Materials Testing (CMT) services currently being provided on the Fine Arts Facility project at the Edinburg High School. This change order request covers activities performed to date beyond the original scope of work and anticipated activities to complete the project. On October 29, 2009, Dr. Rene Gutierrez of the ECISD authorized our services by signing PSI Proposal No. 9232 dated October 2, 2009.

PSI has been providing from the beginning of the project experienced technical personnel to perform the necessary testing and inspection services in general accordance with the project specifications. ***Our services to date have been performed as requested by the Client's representative on an as needed basis.*** A tabulation of the various tasks estimated at the onset of the project versus actual spent to date (May 31, 21010) is presented in Table 1. PSI has been requested to provide more services than originally anticipated given the project logistics and other factors beyond our control. In general, pending activities include CMT services for the steel and bolt inspection of metal structures, masonry components and parking lot pavement system. An estimate of the remaining tasks for the project completion is presented in Table 2.

PSI requests a change order of **\$11,652.10** to our original scope of work for the services provided to date beyond the original scope of work and estimated tasks anticipated remaining to be performed for project completion. It is proposed that the remaining services on this project continue to be on a unit price basis and that all work continue to be performed in accordance with the Schedule of Services and Fees and PSI General Conditions previously presented, which are enclosed and incorporated into this change order. Final billing is determined by actual technical time expended and laboratory tests performed. A summary of the original amount and this request is presented below.

Original Amount	\$ 18,423.00
Change Order	<u>\$ 11,652.10</u>
Total	\$ 30,075.10



TABLE 1

SUMMARY OF ESTIMATED QUANTITIES VS. ACTUAL - END OF MAY 2010
 EDINBURG FINE ARTS PROJECT - HIGH SCHOOL
 PSI PROJECT NO. 328-164

ITEM	DESCRIPTION	UNIT PRICE (\$)	ESTIMATED QTY.	ESTIMATED TOTAL (\$)	ACTUAL QTY.	ACTUAL TOTAL (\$)	DIFFERENCE	BALANCE (\$)
1	ENGINEERING TECH (HR)	\$ 36.00	102.00	\$ 3,672.00	77.8	2,800.80	24.20	\$ 871.20
2	ENGINEERING TECH, SOIL (HR)	\$ 36.00	0.00	\$ -	0.0	0.00	0.00	\$ -
3	CWI (HR)	\$ 65.00	20.00	\$ 1,300.00	9.0	585.00	11.00	\$ 715.00
4	ENGINEER, PROJECT (HR)	\$ 115.00	6.00	\$ 690.00	3.0	345.00	3.00	\$ 345.00
5	ENGINEERING TECH OT (HR)	\$ 45.00	0.00	\$ -	20.0	900.00	-20.00	\$ (900.00)
6	TRIP CHARGE (EA)	\$ 66.00	64.00	\$ 4,224.00	90.0	5,940.00	-26.00	\$ (1,716.00)
7	CON, COMPST-6X12" CYL (EA)	\$ 12.50	112.00	\$ 1,400.00	128.0	1,600.00	-16.00	\$ (200.00)
8	MAS, COMPST-2" CUBE (EA)	\$ 15.00	24.00	\$ 360.00	0.0	0.00	24.00	\$ 360.00
9	MAS, COMPST-GR PRISM (EA)	\$ 15.00	24.00	\$ 360.00	6.0	90.00	18.00	\$ 270.00
10	SO, ATTERBERG LIMITS (EA)	\$ 63.00	4.00	\$ 252.00	3.0	189.00	1.00	\$ 63.00
11	SO, DRY SIEVE (EA)	\$ 45.00	1.00	\$ 45.00	1.0	45.00	0.00	\$ -
12	SO, FIELD DENSITY (EA)	\$ 30.00	91.00	\$ 2,730.00	320.0	9,600.00	-2,229.00	\$ (6,870.00)
13	SO, M-D RELATION STD (EA)	\$ 140.00	4.00	\$ 560.00	3.0	405.00	1.00	\$ 155.00
14	TEST EVAL-REPORT REVIEW	\$ 57.00	28.50	\$ 1,624.50	38.2	2,177.40	-9.70	\$ (552.90)
15	CLERICAL	\$ 36.00	3.00	\$ 108.00	0.0	\$ -	3.00	\$ 108.00
16	LIME DETERMINATION	\$ 180.00	1.00	\$ 180.00	0.0	\$ -	1.00	\$ 180.00
17	ASHPALT CORES	\$ 37.50	9.00	\$ 337.50	0.0	\$ -	9.00	\$ 337.50
18	SPECIFIC DESITY CORES	\$ 30.00	9.00	\$ 270.00	0.0	\$ -	9.00	\$ 270.00
19	THEORETICAL RICE ASPHALT	\$ 55.00	2.00	\$ 110.00	0.0	\$ -	2.00	\$ 110.00
20	EXTRACTION GRADATION	\$ 120.00	2.00	\$ 240.00	0.0	\$ -	2.00	\$ 240.00
TOTAL				\$ 18,423.00		\$ 24,677.20		\$ (6,254.20)

TOTAL

\$ 18,423.00

\$ 24,677.20

\$ (6,254.20)

EXHIBIT



Table 2

Estimated Construction Material Testing Services to Complete Project
Fine Arts Facility - Edinburg High School

Description	Unit	Unit Rate (\$/Unit)	Quantity	Cost (\$)
<i>Subgrade</i>				
Standard Proctor	each	\$140.00	1	\$140.00
Atterberg Limits	each	\$63.00	1	\$63.00
Lime Determination	each	\$63.00	1	\$63.00
Nuclear Density-Parking Lots	each	\$30.00	5	\$150.00
Nuclear Density-On Buildings	each	\$30.00	0	\$0.00
Nuclear Density - Sidewalks	each	\$30.00	0	\$0.00
Trip Charge	each	\$66.00	2	\$132.00
Report Review	hour	\$57.00	1	\$57.00
			Sub-Total	\$605.00
<i>Fill</i>				
Standard Proctor	each	\$140.00	0	\$0.00
Atterberg Limits	each	\$63.00	0	\$0.00
Nuclear Density-On Buildings	each	\$30.00	0	\$0.00
Nuclear Density-Parking Lot	each	\$30.00	0	\$0.00
Nuclear Density - Sidewalks	each	\$30.00	0	\$0.00
Trip Charge	each	\$66.00	0	\$0.00
Report Review	hour	\$57.00	0	\$0.00
			Sub-Total	\$0.00
<i>Flexible Base</i>				
Standard Proctor	each	\$140.00	1	\$140.00
Atterberg Limits	each	\$63.00	1	\$63.00
Gradation	each	\$45.00	1	\$45.00
Nuclear Density	each	\$30.00	5	\$150.00
Trip Charge	each	\$66.00	2	\$132.00
Report Review	hour	\$57.00	0.9	\$51.30
			Sub-Total	\$581.30
<i>Asphalt</i>				
Extraction/Gradation	each	\$120.00	2	\$240.00
Monitor Asphalt Placement	hour	\$36.00	4	\$144.00
Asphalt Cores	each	\$37.50	4	\$150.00
Specific Density	each	\$30.00	4	\$120.00
Theoretical Rice	each	\$55.00	1	\$55.00
Trip Charge	each	\$66.00	2	\$132.00
Report Review	hour	\$57.00	1.5	\$85.50
			Sub-Total	\$928.50
<i>Concrete</i>				
Cylinders on Slabs/Buildings	set of 4	\$50.00	0	\$0.00
Engineering Technician	hour	\$36.00	0	\$0.00
Cylinders on Sidewalks/Aprons	set of 4	\$50.00	4	\$200.00
Engineering Technician	hour	\$36.00	8	\$288.00
Trip Charge	each	\$66.00	4	\$264.00
Report Review	hour	\$57.00	1.3	\$74.10
			Sub-Total	\$826.10
<i>Masonry</i>				
Grout Prisms	set	\$45.00	3	\$135.00
Engineering Technician	hour	\$36.00	6	\$216.00
Mortar Cubes	set	\$45.00	3	\$135.00
Engineering Technician	hour	\$36.00	6	\$216.00
Trip Charge	each	\$66.00	6	\$396.00
Report Review	each	\$57.00	1.9	\$108.30
			Sub-Total	\$1,206.30
<i>Welding Inspection</i>				
Visual Welding Inspection	hour	\$65.00	11	\$715.00
Bolt Inspection	hour	\$55.00	4	\$220.00
Trip Charge	each	\$66.00	3	\$198.00
Report Review	hour	\$57.00	2.1	\$119.70
			Sub-Total	\$1,252.70
<i>Project Management & Administration</i>				
Project Engineer/Manager	hour	\$115.00	0	\$0.00
Clerical	hour	\$36.00	0	\$0.00
			Sub-Total	\$0.00
Estimated Project Total				\$5,397.90

PROFESSIONAL SERVICE INDUSTRIES, INC.
SCHEDULE OF SERVICES & FEES
Standard Rate Sheet
 January 2009

Laboratory Testing Services

Laboratory compression testing of concrete cylinders delivered to our laboratory in accordance with ASTM procedures and project specifications.

- a. Testing and reporting (Minimum 4 cylinders) Each \$12.50
- b. Reserves not tested Each \$8.00

Flexural Testing of beams delivered to our laboratory in accordance with ASTM procedures and project specifications Each \$29.50

Moisture density relationship of soil

- a. ASTM D-698 (Standard Proctor) Each \$140.00
- b. ASTM D-1557 (Modified Proctor)..... Each \$145.00

Atterberg limits determination Each \$63.00

Grain size analysis, mechanical..... Each \$60.00

Percent passing #200 sieve Each \$47.00

Asphaltic concrete testing

- a. Molding specimens (3 specimens)Per Set \$60.00
- b. Density (3 specimens)Per Set \$60.00
- c. Monitor Asphalt PlacementPer Hour \$36.00
- d. Extraction and gradation..... Each \$120.00
- e. Asphalt core Each \$37.50
- f. Asphalt Lab Density Each \$30.00
- g. Theoretical Each \$55.00

Field Testing Services

Engineering Technician to perform:

- a. Concrete batch plant inspection
- b. Concrete field inspection & molding concrete cylinders
- c. Concrete pipe or precast plant inspection
- d. Field observation & testing of fill operations
 - Engineering Technician (minimum 2 hours)Per Hour \$36.00
 - OvertimePer Hour \$45.00

PSI Field Testing Services, continued...

Senior Engineering Technician to perform:

- a. Asphalt batch plant inspection
- b. Soil-cement or lime stabilization inspection
- c. Post Tension Cable Inspection
- d. Drilled pier and/or pile installation inspection
 - Senior Engineering Technician (minimum 2 hours)Per Hour \$40.00
 - OvertimePer Hour \$55.00

In-Place Nuclear Density Tests (Minimum 3 per trip) Each \$30.00

Structural steel & visual welding inspection.....Per Hour 45.00

Trip Charges:

- a. Within 5 mile radius of laboratory Per Trip -0-
- b. Over 5 miles from laboratory..... Per Trip \$66.00

Engineering Services

Engineering services for test evaluation, contract administration, supervision of laboratory and field personnel and consultation

- a. Principal of FirmPer Hour \$200.00
- b. Project Senior Engineer.....Per Hour \$150.00
- c. Staff EngineerPer Hour \$125.00
- d. Project ManagerPer Hour \$65.00
- e. Report ReviewPer Hour \$57.00

Remarks

Services and fees not listed above will be quoted on request.

Overtime rates will be applicable for any hours worked exclusive of 8:00 a.m. to 5:00 p.m. Monday through Friday and for all hours worked on Saturdays, Sundays, or holidays.

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.
3. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or to stop or interrupt the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
4. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
6. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.
7. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
8. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
9. **WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, AND ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES IN PERFORMING ITS PROFESSIONAL SERVICES. PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND REACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER.
10. **INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
11. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.
12. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
13. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treator or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
14. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.