



AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
2007 Beaumont Independent School
District

CHANGE ORDER NUMBER: 002
INITIATION DATE: September 17, 2009

OWNER: ☐
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO CONTRACTOR (Name and address):
Turner Hallmark JV1
4623 Dacoma St.
Houston, TX 77092

PROJECT NUMBERS: MPF 02.05.01 /
CONTRACT DATE: July 21, 2008
CONTRACT FOR: Construction
Manager at Risk - Multi-Purpose
Facility

THE CONTRACT IS CHANGED AS FOLLOWS:

The new contract sum includes the Guaranteed Maximum Price, Cost Savings Options, Assumptions and Clarifications and schedule included in the attached GMP Final Plans for Bidding and Construction dated 09/14/09

The original Contract Sum was	\$	65,000.00
Net change by previously authorized Change Orders	\$	14,134,945.00
The Contract Sum prior to this Change Order was	\$	14,199,945.00
The Contract Sum will be increased by this Change Order in the amount of	\$	24,300,055.00
The new Contract Sum including this Change Order will be	\$	38,500,000.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is phased as stipulated in the 09/14/09

Assumptions and Clarifications item # 9..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Turner / Hallmark JV1

CONSTRUCTION MANAGER (Firm name)

4623 Dacoma St., Houston, Texas 77092

ADDRESS

SHW Group, LLP

ARCHITECT (Firm name)

20 East Greenway Plaza, Ste. 200, Houston, Texas 77046

ADDRESS

BY (Signature)

Joseph P. Glowaski, Vice President

(Typed name)

DATE: September 17, 2009

BY (Signature)

Sam Savage, Project Manager

(Typed name)

DATE: September 17, 2009

Turner / Hallmark JV1

CONTRACTOR (Firm name)

ADDRESS

Beaumont Independent School District

OWNER (Firm name)

3395 Harrison Ave., Beaumont, Texas 77706

ADDRESS

BY (Signature)

Jason Freeman, President

(Typed name)

DATE: September 17, 2009

BY (Signature)

Terry Ingram, Assistant Superintendent of
Administration/Operations

(Typed name)

DATE: September 17, 2009

3395 Harrison Avenue
Beaumont, Texas 77706
Tel 409.617.5773
Fax 409.617.75779

PARSONS

TRANSMITTAL

Project: Beaumont Independent School District – Multi-Purpose Facility
Date: September 16, 2009


To: Terry Ingram
Assistant Superintendent of Administration and Operations
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

We transmit herewith the following:

		<u>Action Code</u>
1	Recommendation for Acceptance of the MPF GMP	10
1	BISD / THJV1 Change Order #3	8, 10

Remarks:

Upon BISD School Board approval on 09/17/09 Parsons will forward the additional Change Order originals to BISD for execution.

By 
Claudine Starita, Project Manager

PARSONS

cc: File

Action Codes:	(1)	No Exceptions	(6)	For Review/Comment
	(2)	Exceptions as Noted	(7)	As Requested
	(3)	Exceptions Noted - Resubmit	(8)	For Execution
	(4)	Rejected - Resubmit	(9)	For Information Only
	(5)	Action Not Required	(10)	For Your Use

PARSONS

3395 Harrison Avenue • Beaumont, Tx 77706 • Tel (409) 617-5770 • Fax (409) 617-5779 • www.parsons.com

September 16, 2009

Terry Ingram
Assistant Superintendent of Administration & Operations
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

Re: Recommendation for Acceptance of Multi-Purpose Facility Guaranteed Maximum Price

Parsons, SHW Architects, and Turner/Hallmark have carefully evaluated the bid packages submitted during the legally compliant bid process. Parsons is recommending Turner Hallmark JV1 be issued an Amendment to include the Final Guaranteed Maximum Price (GMP) for the Multi-Purpose Facility in the amount of **\$24,365,055**

The Contract and Change Orders issued to date are as follows:

Original Contract	\$ 65,000
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Change Order #1	\$14,069,945
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includes Precast, Natatorium Steel, & Mass Grading, Concrete Foundations, and Mass Site Utilities Packages and General Conditions & Requirements

Change Order #2	\$24,365,055
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GMP Total	\$38,500,000.00
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The attached Turner/Hallmark's GMP Final Plans for Bidding and Construction dated 09/14/09 details the bidders and respective proposed amounts for the Final Bid Package. This package includes a cost savings analysis of items. With this list, we expect to achieve certain value engineering items. At this time four categories of those items are still a focus to get to a satisfactory resolution. We stand by the GMP of \$38,500,000. Based on our evaluation Parsons recommends the Turner Hallmark JV1 Final GMP be accepted.

The work remains within the approved budget. Therefore, Parsons recommends approval by the Board of Trustees on September 17, 2009 to authorize the Superintendent to execute an Amendment with Turner/Hallmark JV1, CMAR which will release them to sub-contract for the remaining work on the Multi Purpose Facility.



Ed Caillouette

Program Director
Beaumont ISD Bond Program
ed.caillouette@parsons.com





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September 16, 2009

Terry Ingram
Assistant Superintendent of Administration & Operations
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

Re: Memorandum of Understanding on Multi-Purpose Facility Guaranteed Maximum Price

Parsons, SHW Architects, and Turner/Hallmark hereby acknowledge, agree to and affix our signatures to this Memorandum of Understanding wherein we pledge to work together to successfully achieve certain value engineering items. At this time four categories of items are still a focus to get a satisfactory resolution. We stand by our GMP of \$38,500,000.

Sincerely,

Ed Caillouette
Program Director
Beaumont ISD Bond Program
ed.caillouette@parsons.com

Marvin Daniels
Parsons

Glenn Anderson
Turner/Hallmark

Sam Savage
SHW Group





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SHW Group



- ✓ 1 DICKINSON
- ✓ 2 CENTRAL
- ✓ 3 ODOM
- ✓ 4 MARSHALL
- ✓ 5 ~~HEMPER~~ BINGMAN
- ✓ 6 ~~BINGMAN~~ HEMPER

-
- 7 GURSS
 - 8 WESTBROOK
 - 9 BROWN
 - 10 LUCAS
 - 11 DISHMAN
 - 12 FIRTZGER
 - 13 FLETCHER

AUSTIN

MARSHALL

VINCENT

LEONARD E.

BISD Multi Purpose Facility

Beaumont, TX

Final-Run Date: 10,400
09/14/09 Seats

Est. Number: FINAL GMP

Approval Letters	BP #	BID PACKAGE DESCRIPTION	Final Plans For Bidding and Construction	TOTAL	Contract	Change Order No. 1	Change Order No. 2
		General Requirements		696,250			
		Owners Allowance		1,511,500		736250	(40,000)
AL-03		Earthwork Mass Grade		1,534,514		245000	1,266,500
AL-04		Temp Road		456,245		1534514	0
AL-05		Earthwork Final Grade		786,677		456245	0
AL-07		Mass Site Utilities		1,482,105			786,677
AL-06		SWPP		13,076		1482105	0
AL-11		Parking Lot & Building Utilities		657,212		13076	0
		Synthetic Turf		781,500			657,212
		Landscape & Irrigation		253,780			781,500
		Fencing & Gates		282,534			253,780
AL-18		Concrete Paving		4,325,325			282,534
AL-07&COR1,2		Auger Cast Piles		1,921,585			4,325,325
AL-07		CIP Concrete		1,067,458		1647430	274,135
AL-01		Pre Cast Concrete Stadium		3,836,950		1067458	0
		Pre Cast Hollow Core Natatorium		259,500		3986950	(150,000)
		Masonry		1,710,930			259,500
AI-02R1		Metals	Natatorium	704,123			1,710,930
		Metals	Stadium	722,018		704123	0
		Metals	Handrails	503,220			722,018
		Millwork		92,775			503,220
		Waterproofing & Sealants		295,613			92,775
		Fireproofing		23,292			295,613
		Roofing		222,002			23,292
		Doors/frames/hardware		133,610			222,002
		Overhead Doors		31,501			133,610
		Glass & Glazing/Mirrors		698,890			31,501
		Plaster		499,552			698,890
		Drywall / Acoustical/Insulation		645,042			499,552
		Ceramic Tile and Accessories		92,375			645,042
		Carpet & VCT		44,551			92,375
		Resilient Athletic Flooring		9,690			44,551
		Fluid Applied Flooring		42,891			9,690
		Paint		249,200			42,891
		Graphics		126,201			249,200
		Misc. Specialties		164,233			126,201
		Commercial Laundry Equipment		11,672			164,233
		Food Service Equipment	See Owner Allowance for \$150,000	0			11,672
		Blinds & Shades		2,620			0
		Swimming Pool		1,092,610			2,620
		Telescoping Stands		27,236			1,092,610
		Pre-engineered Bleachers and Chairs		221,705			27,236
AL-008		Elevator		106,669			221,705
		Wheel Chair Lifts		36,969			106,669
		Fire Protection		445,500			36,969
		HVAC		2,069,045			445,500
		Plumbing		1,824,244			2,069,045
		Electrical		2,834,730			1,824,244
		DW TOTAL (NO SDI OR BONDS)		\$ 35,550,890	\$ -	\$ 11,873,151	\$ 23,677,739
0.8127		SDI		\$ 451,455		150789	300,666
		SUBTOTAL:		\$ 36,002,345	\$ -	\$ 12,023,940	\$ 23,978,405
		FIXED GENERAL CONDITIONS (w/o Insurance)		\$ 2,036,500		703407	1,333,093
		BLDG. PERMIT (by Owner)		\$ -			
		GENERAL LIABILITY (by owner)		\$ -			
		Gap Insurance (by owner)		\$ -			
		BUILDER'S RISK by owner		\$ -			
		TESTING & INSPECTION - by owner		\$ -			
		CONSTRUCTION CONTINGENCY		\$ 540,035		360718	179,317
		PAYMENT & PERFORMANCE BOND -		\$ 423,627		489342	(65,715)
		FIXED FEE		\$ 1,424,500		402448	932,052
		TEXAS SALES TAX - New Construction					
		TOTAL		\$ 40,427,007	\$ -	\$ 14,069,945	\$ 26,357,062
		Pre Construction Cost		\$ 267,210	\$ 65,000		202,210
		TOTAL		\$ 40,694,217	\$ 65,000	\$ 14,069,945	\$ 26,559,272
		Deduct (See Attached Estimated Cost Savings Sheet)		\$ (2,194,217)			(2,194,217)
		GMP (Based on Estimated Cost Savings)		\$ 38,500,000	\$ 65,000	\$ 14,069,945	\$ 24,365,055

5 38,500,000

GMP (Based on Estimated Cost Savings)

\$ 38,500,000

BISD Multi Purpose Facility

Final-Run Date: 10,400

Beaumont Tx

09/14/09 Seats

Est Number: FINAL GMP

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		Masonry		1,710,930
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		Millwork		92,775
		Waterproofing & Sealants		295,613
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		Fluid Applied Flooring		42,891
		Paint		249,200
		Graphics		126,201
		Misc. Specialties		164,233
		Commercial Laundry Equipment		11,672
		Food Service Equipment	See Owner Allowance for \$150,000	0
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AL-008		Pre-engineered Bleachers and Chairs		221,705
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		Fire Protection		445,500
		HVAC		2,069,045
		Plumbing		1,824,244
		Electrical		2,834,730
		DW TOTAL (NO SDI OR BONDS)		\$ 35,550,890
0.0127		SDI		\$ 451,455
		SUBTOTAL:		\$ 36,002,345
		FIXED GENERAL CONDITIONS (w/o Insurance)		\$ 2,036,500
		BLDG. PERMIT (by Owner)		\$ -
		GENERAL LIABILITY (by owner)		\$ -
		Gap Insurance (by owner)		\$ -
		BUILDER'S RISK by owner		\$ -
		TESTING & INSPECTION - by owner		\$ -
		CONSTRUCTION CONTINGENCY		\$ 540,035
		PAYMENT & PERFORMANCE BOND -		\$ 423,627
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		TEXAS SALES TAX - New Construction		
		TOTAL		\$ 40,427,007
		Pre Construction Cost		\$ 267,210
		TOTAL		\$ 40,694,217
		Deduct (See Attached Estimated Cost Savings Sheet)		\$ (2,194,217)
		GMP (Based on Estimated Cost Savings)		\$ 38,500,000

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 37

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION**

Regular Meeting – September 17, 2009

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, September 17, 2009 at 7:18 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

ROLL CALL

Present: Woodrow Reece, President
Janice Brassard, Vice President
Terry Williams, Secretary
Dr. William Nantz, Member
Tom B. Neild, Member
Howard J. Trahan, Jr., Member
Bishop Ollis E. Whitaker

Absent: None

School Officials

Present: Superintendent, Dr. Carrol A. Thomas; Assistant Superintendents, Mr. Terry Ingram, Dr. Shirley Bonton, Dr. David Harris; Executive Director of Special Education, Dr. Susan Alfred; Executive Director of Personnel, Ms. Sybil Comeaux; Chief Financial Officer, Ms. Jane Kingsley; Executive Director of Communications, Special Assistant to the Superintendent, Jessie Haynes and Attorney, Melody Chappell

Absent: None

ESTABLISHMENT OF A QUORUM

President Woodrow Reece declared a quorum.

PLEDGE OF ALLEGIANCE

The pledges to the United States of America flag and Texas flag were led by Owen Cansler, a kindergarten student at Regina Howell.

INVOCATION

The invocation was given by Brittany Doucette, a senior at Ozen High School for the 2009-2010 school year.

APPROVAL OF THE MINUTES

Bishop Ollis Whitaker moved, seconded by Dr. Nantz to approve the minutes of the special meeting, August 20, 2009 and the regular meeting, August 20, 2009.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, Mr. Trahan and Bishop Whitaker

NAYS: None

REPORTS

1. **Status of State Comp Ed Funds Report** – submitted electronically

REPORT OF THE SUPERINTENDENT OF SCHOOLS

1. **Recognition of Principals for the 2009-2010 School Year** –The principals for the 2009-2010 school year were recognized:
Ms. Patricia Lambert, Central High School, Recognized
Mr. James Broussard, Ozen High School, Academically Acceptable
Mr. Bill Daniels, West Brook High School, Academically Acceptable
Dr. Aaron Covington, Austin Middle School, Not Rated
Mr. Michael Shelton, King Middle School, Not Rated
Ms. Shannon Pier, Marshall Middle School, Recognized
Ms. Tillie Hickman, Odom Academy, Recognized
Ms. Carol Batiste, Smith Middle School, Academically Acceptable
Mr. Odis Norris, South Park Middle School, Not Rated
Mr. Randall Maxwell, Vincent Middle School, Academically Acceptable
Mr. Thom Amons, Taylor Career Center
Ms. Suzanne Glenn, Paul Brown Center, Academically Acceptable
Mr. Michael Ryals, Pathways Learning Center, Not Rated
Ms. Holley Hancock, Amelia Elementary, Exemplary
Ms. Barbara Hardeman, Blanchette/Bingman Elementary, Exemplary, Recognized
Mr. Jim Melanson, Caldwood Elementary, Academically Acceptable
Ms. Susan Thrash-Brown, Curtis Elementary, Exemplary
Ms. Belinda George on behalf of Mr. Paul Shipman (death in family) for Dishman Elementary, Recognized
Ms. Iris Williams, Dunbar Elementary, Exemplary
Ms. Cynthia Washington, FehI Elementary, Academically Acceptable
Mr. Philip Brooks, Field Elementary, Exemplary
Ms. Anita Frank on behalf of Mr. Michael Gonzales for Fletcher Elementary School, Exemplary
Ms. Jackie Lavergne, French Elementary, Exemplary
Mr. Hoyt Simmons, Guess Elementary, Recognized
Ms. Ava Colbert, Homer Drive Elementary, Exemplary
Ms. Martha Fowler, Lucas Elementary, Recognized
Dr. Ted Stuberfield, Martin Elementary, Exemplary
Mr. Wayne Wells, Ogden Elementary, Exemplary
Ms. Linda Thomas, Pietzsch-MacArthur Elementary, Not Rated
Ms. Rachel Jones, Price Elementary, Exemplary
Ms. Rose Hardy, Regina Howell Elementary, Recognized
Ms. Lisa Bolton, Southerland PreK, Not Rated
2. **Recognition of Fletcher Elementary School as a Blue Ribbon School** –
Ms. Anita Frank, on behalf of Principal Mike Gonzales, was recognized for being one of the 314 schools nation wide receiving the National Blue Ribbon Award for Academic Superiority. The recognition by the U. S. Secretary of Education will be in Washington D. C. November 3, 2009.

Price Elementary School was recognized as a Reading 1st State-Wide Demonstration Site. Ms. Rachel Jones, principal, represented Price Elementary School.

3. **Hurricane Ike Recovery Update** – Dr. Nantz gave a report from the building and grounds committee and announced the committee's unanimous recommendation to build a 1000 seat auditorium at Ozen High School and a 1200 seat auditorium at West Brook High School.

Ms. Brassard asked about the smaller projects of the bond and when construction might begin on those. Dr. Thomas responded that administration was looking into several parking lot/driveway problems across the district and, based on funding, would hope to address those soon.

Mr. Pat Calhoun, Director of Career Technology, presented drawings from Architectural Alliance of renovations planned for the agriculture farm.

Dr. Thomas stated that administration continued to work with FEMA and the insurance carrier to recover funds for the cost of damages by Hurricane Ike. Also, Dr. Thomas reported on the visit by Governor Rick Perry and the presentation to the district of the \$23,500,000 recovery check. Reports were given on the newly renovated Smith Middle School.

4. **Bond 2007 Update** – Dr. Thomas asked Mr. Ed Caillouette of Parsons to present an update of bond projects. Mr. Caillouette presented a detailed report of each project. Questions by Trustees included timeline for Amelia, staging completion for student/staff move-in transition, bid dates, inflation, and accelerated project schedule of the whole bond program. Dr. Thomas concluded that Parsons was overcoming stumbling blocks and with the decisions made tonight they should start seeing a lot of activity throughout the district.
5. **Flu Vaccine Program** – Dr. Thomas stated administration was trying to be proactive in warning parents about the importance of keeping healthy and also of taking vaccines available. Dr. Thomas warned that the district would not take action regarding the H1N1 unless given direction to do so by the state.

COMMUNICATIONS

1. **Carla Bassett 3355 Coolidge**, spoke on behalf of the AVID program thanking the Board for funding the program and approving the incentive program for employees. Ms. Bassett asked if the AVID program could be considered at the middle school level.
2. **Jeff Moore, 195 W. Circuit**, represented the YMCA as CEO proposing a plan to house the Curtis students at the YMCA properties during the construction of the new school. Mr. Moore asked Trustees to consider the advantages of the plan.
3. **Jennifer Walsh, 825 Lockwood**, asked the Board to approve the offer by the YMCA to house the Curtis students temporarily during the construction phase of the new Curtis Elementary. Ms. Walsh stated that a poll taken indicated the majority of the parents felt like the offer by the YMCA should be explored.
4. **Andre J. Cokinos, 5880 Wynden Way**, stated his concern that the construction would be delayed even further if students were housed at the Regina Howell temporary complex and Trustees should consider the delay in the timeline and the construction for the Curtis project.
5. **Linda Gilmore, 4695 Beale**, stated that there was no activity at two of the schools where students had been moved to portables and students were prematurely taken from their home campus. One of Ms. Gilmore's concerns was the TAKS tutorials not starting until October 13 and why had the leadership changed in that area.

6. **David R. Pete, 4390 Corley Av.**, president of the South Park PTA, asked the Board to make a decision and move forward on the plans for South Park. Mr. Pete asked that the building be torn down and construction begin on a new school as quickly as possible.
7. **Earl Walker, 9330 Riggs**, also asked Trustees to demolish the existing structure at South Park and build a new building on the property. Mr. Walker stated parents with small children depend on the middle school age siblings to walk their younger brothers and sisters to and from school at Pietzsch-MacArthur. Mr. Walker asked that the South Park School be built at the same site.

SIGN-UP

1. **Linda Gilmore Pete, 1350 Long**, asked Trustees to consider payment for mid-day runs and a higher raise than the \$.25 given for the year 2009-2010 for bus drivers.
2. **Delores Preston, 4390 Corley Av.**, spoke as a Charlton Pollard alumnus and asked that the Board fight the injunction and demolish the South Park School as planned.
3. **Monica Ryals Jones, 1876 Terrell**, stated there were still problems with the transportation payroll and she had worked two months before her time was ever submitted to the payroll department and personnel responsible for coding were making errors.
4. **Mechelle L. Lewis, 1725 Corley #5**, spoke to Trustees regarding the number of employees having to use one swipe machine and drivers who continue to have problems with their time being properly reported.
5. **Amy Anderson, 9655 Meadowbrook Dr.** asked Trustees to push up the timeframe for the agriculture farm renovations that many students were working towards a college scholarship and were handicapped somewhat with the conditions of the farm.
6. **Michelle McClelland, 1530 Infinity**, stated she supported the goals of the district and a new building was long overdue for Curtis and the timeline should be expedited rather than extended.
7. **Brian McClelland, 1530 Infinity Ln.**, stated that parents are suspicious that Curtis might not get their new building if the project is delayed.
8. **Paula Gresham, 950 Brandywine**, asked Trustees to consider proposal and not make a decision until options are researched and stick to the original construction schedule.
9. **Leah Scott LeBlanc, 6937B Calder Av.** – did not speak

ACTION ITEMS

APPROVAL OF EXHIBITS "A.1", "A.2", "A.3", "B", "C", "D", "E.1" and "E.2"

Dr. William Nantz moved, seconded by Bishop Ollis E. Whitaker, to approve Exhibits "A.1", "A.2", "A.3", "B", "C", "D", "E.1", and "E.2".

Tax Collection Report Exhibit "A.1" – Administration recommended acceptance of the Tax Collection Report in the amount of \$330,562.86 including certification of tax collection for the month of August 2009 tax collector monthly report of August 2009; and deposit distribution of August 2009.
(Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

Business Office Report (Exhibit "A.2") – Administration recommended approval of the Business Office Report, including the general fund reports, August 2009, debt service reports, August 2009; capital projects report, August 2009; internal service funds August 2009; scholarship fund report, August 2009; and investment report, August 2009.

Amendments to 2009-2010 Budget (Exhibit "A.3") – Administration recommended approval of amendments to the following budgets:

199/9 General Fund	#001
211/0 ESEA Title I Part A Improving Basic Programs	#002
224/0 IDEA Part B Formula	#003
261/9 Title I Part B Reading First Capacity Building Sites	#004
261/9 Title I Part B Reading First Demonstration Sites	#005
266/0 State Fiscal Stabilization Fund	#006
287/0 COPS Hiring Recovery Program	#007
312/0 Federal TANF for Adult Education	#008
3970 AP/IB Campus Award Program	#009
429/9 District Awards Teacher Excellence	#010
423/0 State TANF for Adult Education	#011
491/0 Entergy Grants – Ogden ES	#012
650/0 Local Capital Projects	#013

Approved the Waiver of Penalty and Interest of Certain Delinquent Tax Accounts (Exhibit "B") – Administration recommended approval of waiver from Tax Assessor-Collector, Miriam K. Johnson, in the total amount of \$618.10 for three (3) accounts.

Approved Second Year Option for Painting Services for the 2009-2010 School Year (Exhibit "C") – Bid packets were distributed to twenty-eight (28) companies in addition to the appropriate advertisements. There were two (2) responses. Administration recommended acceptance of the bid from Anthony's Make Ready charged to maintenance Department appropriated funds.
(Bids are on file in the Purchasing Department.)

Approved Second Year Bid for Fan Coils for HVAC Department for the 2009-2010 School Year (Exhibit "D") – Bid packets were distributed to five (5) companies in addition to the appropriate advertisements. There was one (1) response. Administration recommended acceptance of the bid from Johnson Controls charged to Maintenance Department funds.
(Bids are on file in the Purchasing Department.)

Rescinded Portion of Award of School Bus Repair and Parts and Corrected Award of Bid on August 20, 2009 (Exhibit "E.1") – Administration recommended rescinding the award for Group V and Group VII from Smart's Truck and Trailer and awarding Group V and Group VII to Chalk's Truck Parts.
(Bids are on file in the Purchasing Department.)

Amended Award for Instructional Teaching Aid Supplies and Equipment Catalog Discount (Exhibit "E.2") – Administration recommended amending award to include Dyna Study which was omitted from the August 20, 2009 vendor listing. All vendors were approved at the August 20, 2009 meeting due to the volume of work required for this contract.
(Bids are on file in the Purchasing Department.)

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "F", "G", "H", "I", "J", "K.1", "K.2", and "K.3"

Dr. William Nantz moved, seconded by Mr. Howard Trahan, to approve Exhibits "F", "G", "H", "I", "J", "K.1", "K.2" and "K.3".

Approved Purchase of Library Books for the Paul Brown Center Exhibit "F"

Administration recommended approval of the purchase of books and materials not to exceed \$50,000 made from previously bid state contracts budgeted in General Fund accounts.

(Bids are on file in the Purchasing Department.)

Ratified Purchase of Cabling for the Reasoning Mind Labs (Exhibit "G")

Administration recommended ratifying the purchase and installation of cabling from Calence, LLC in the amount of \$68,596 charged to Local Capital Projects budgeted funds from the Texas Department of Information Resources (DIR) contract.

Considered and Denied a Price Increase Request for Aluminum Walkway Covers for the 2009-2010 School Year (Exhibit "H")

Administration recommended that the request be denied since specifications in the bid stated that a price re-determination may only be considered by the Board at a twelve month and twenty-four month anniversary for the contract which went into effect September 1, 2009 and was approved June 18m, 2009.

Approved Purchase of Pre-K Supplies and Materials for New Units (Exhibit "I")

Administration recommended approving the purchase of supplies for an estimated twelve (12) new units at a projected cost of \$192,000 at Fehl, Bingman/Blanchette, Homer and additional units at six (6) other locations with Pre-K programs last year.

Approved Renewal Support Fee for ALERTNOW (Exhibit "J")

Administration recommended approval of AlertNow purchased from Saf-T-Net in August 2007 for the 2009-2010 school year in the amount of \$42,400.00.

Approved Recommendation for Materials Testing Pool RFQ No. 09-006B (Exhibit "K.1")

Administration recommended authorizing the Superintendent to begin contract negotiations with the pool of firms in the following order: Terracon Consultants, Inc.; Fugro Consultants, Inc.; Tolunay Wong Engineers, Inc.; Southwestern Laboratories; Science Engineers, LTD; and Lind and Associates, Inc. DBA T & N Laboratories and Engineering.

Approved Geotechnical Services for Regina Howell Elementary (Exhibit "K.2")

Administration recommended approval of the proposal from Fugro Consultants, Inc. in the amount of \$31,624.99 for geotechnical services at the Regina Howell Elementary site.

Approved Lease of Portable Buildings at Dunbar and French Elementary Schools (Exhibit "K.3")

Administration recommended approval of lease of the portable buildings from Williams Scotsman, Inc. at a total cost of \$733,157.16 for 12 classrooms, plus restrooms at Dunbar Elementary and 10 classrooms, plus restrooms at French Elementary.

Mr. Neild asked what type of program was Reasoning Minds. Dr. Thomas stated it was an innovated way to teach math and the district was partnering with ExxonMobil for the enrichment program. Dr. Thomas cited eight campuses at the elementary level that would need the cabling for the computers.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "L.1", "L.2", "M.1", "M.2", "M.3", "N", and "O"

Dr. William Nantz moved, seconded by Bishop Ollis Whitaker, to approve Exhibits "L.1", "L.2", "M.1", "M.2", "M.3", "N", and "O".

Approved Proposal for Furniture, Furnishings and Equipment Design Service (Exhibit "L.1") – Administration recommended approval of the proposal from Architectural Alliance with compensation 5% of contract purchase amount plus compensation for reimbursable expenses from bond appropriated funds.

Approved the Proposal for Bulk Purchasing for Bond Projects (Exhibit "L.2") – Administration recommended approval of the following vendors for bulk purchase items: Heat Transfer Solution, Inc. for HVAC - \$6,249,600; Coburn Supply Company for plumbing fixtures - \$969,849.68; Petterman, Scharch & Associates for interior lighting - \$776,737.10; and United Environmental Services for building management - \$2,650,800.

Approved the Proposal for Guaranteed Maximum Price for the Multi-Purpose Center (Exhibit "M.1") – Administration recommended authorizing the Superintendent to execute an amendment in the amount of \$24,365,055 with Turner/Hallmark JV1, CMAR releasing them to sub-contract remaining work on the Multi-Purpose Center guaranteed maximum price of \$38,500,000.

Approved the Proposal for the Guaranteed Maximum Price for Demolition at Fehl Elementary (Exhibit "M.2") – Administration recommended approval of proposal that Envirotech/Parkmay (CMAR) be authorized to sub-contract with AAR Incorporated for demolition at Fehl Elementary in the total amount of \$57,500.

Approved the Proposal for Guaranteed Maximum Price for Martin Elementary School (Exhibit "M.3") – Administration recommended authorizing the Superintendent to execute an amendment with Allco and Hallmark (CMAR) releasing them to sub-contract the remaining work on Martin/Lucas Elementary School guaranteed maximum price of \$18,152,185.

Approved Proposal for Installation of Network Cabling for South Park (Exhibit "N") – Administration recommended approval of proposal from Micro Integration in the amount of \$30,921.30 for installation of network cabling for portables buildings at South Park.

Adopted Resolution to Submit Our Nomination for Jefferson County Appraisal District Board of Directors (Exhibit "O") – Board nominated Mr. Eugene Landry, currently serving as member of the JCAD Board of Directors, by resolution.

Mr. Neild asked if the Guaranteed Maximum Price (GMP) for the Multi-Purpose Center recommendation in the exhibit was for the \$24 million or the \$38.5 million. Dr. Thomas stated that it was the \$38.5 million construction cost including the natatorium.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Trahan and Bishop Whitaker

NAYS: Mr. Tom Neild

APPROVAL OF EXHIBITS "P", "Q.1", "Q.2", "Q.3", "Q.4", "R" and "S"

Dr. William Nantz moved, seconded by Bishop Ollis Whitaker, to approve Exhibits "P", "Q.1", "Q.2", "Q.3", "Q.4", "R" and "S".

Approved the Addition of M. L. King Middle School and French Elementary School to the Contract with Communities in Schools, Southeast Texas, Inc. (Exhibit "P") – Administration recommended approval of request to add M. L. King Middle School and French Elementary School in the amount of \$45,000 bringing the total contract amount to \$141,000.

Approved Purchase of Waterford Software, Materials, and Training from Pearson Digital Learning for Pre-Kindergarten Classrooms that are Part of the Pre-Kindergarten Early Start Grant at the Following Campuses: Dunbar, Fletcher, French, Martin, Ogden, Pietzsch-MacArthur Elementary Schools, Southerland Head Start School and Lamar Child Development Center (Exhibit "Q.1") – Administration recommended approval of purchase at a cost of \$400,00 funded by the Pre-Kindergarten Early Start Grant from Pearson Digital Learning.

Approved the Purchase of Math Bags from Childcraft Education Corp. for Pre-Kindergarten Classrooms that are Part of the Pre-Kindergarten Early Start Grant at the Following Campuses: Dunbar, Fletcher, French, Martin, Ogden, Pietzsch-MacArthur Elementary Schools, Southerland Head Start School and Lamar Child Development Center (Exhibit "Q.2") – Administration recommended approval of purchase at a cost of \$50,000 funded by Pre-Kindergarten Early Start Grant from Childcraft Education Corp.

Approved the Purchase of Lakeshore Reading Readiness Kits from Lakeshore Learning Store for Pre-Kindergarten Classrooms that are Part of the Pre-Kindergarten Early Start Grant at the Following Campuses: Dunbar, Fletcher, French, Martin, Ogden, Pietzsch-MacArthur Elementary Schools, Southerland Head Start School and Lamar Child Development Center (Exhibit "Q.3") – Administration recommended approval of purchase at a cost of \$60,000 funded by Pre-Kindergarten Early Start Grant from Lakeshore Readiness Kits.

Approved the Purchase of Interactive Big Books and Materials from Abrams Learning Trends for Pre-Kindergarten Classrooms that are Part of the Pre-Kindergarten Early Start Grant at the Following Campuses: Dunbar, Fletcher, French, Martin, Ogden, Pietzsch-MacArthur Elementary Schools, Southerland Head Start School and Lamar Child Development Center (Exhibit "Q.4") – Administration recommended approval of purchase at a cost of \$140,000 funded by Pre-Kindergarten Early Start Grant from Abrams Learning Trends.

Approved Payment to Emergent Industrial Solutions, LP for the Removal of Hazardous Chemicals from the Beaumont ISD Secondary Schools (Exhibit "R") – In compliance with the Safety Hazcom Act mandated by the state, hazardous chemicals were removed from the district's secondary school June 23, 2009 and July 17, 2009 at a cost of \$28,824.56.

Approved Renewal of Football Stadium Concession Contracts for the 2009-2010 School Year (Exhibit "S") – Administration recommended approval of contract for Alex Durley Memorial Stadium and Beaumont-Forest Park Lions Club, West Brook Football Booster Club; Babe Zaharias Memorial Stadium with Central High School Booster Club; South Park Greenie Stadium with Operation Restore Hope; and Alex Durley Stadium & Babe Zaharias Stadium with Ozen High School Booster Club.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Tom Neild, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "T", "U", and "V"

Dr. William Nantz moved, seconded by Bishop Ollis Whitaker, to approve Exhibits "T", "U", and "V".

Authorized District to Proceed with Bidding for the Rebuilding of the District Agricultural Facility (Exhibit "T") – Administration recommended authorizing Superintendent to proceed with bid from Architectural Alliance, Inc. to design the rebuilding and update of the Beaumont ISD agricultural facility to accommodate the program.

Approved Scoreboards for Stadium and Natatorium and Marquee at Multi-Purpose Complex (Exhibit "U") - Administration recommended approval to move forward with purchasing a scoreboard from a previously bid state contract.

Approved Flu Vaccine Program for District Employees (Exhibit "V") – Administration recommended approval of district coverage of a portion of the cost of the seasonal flu vaccine up to one-half of the negotiated charge per employee given at district approved locations.

Dr. Thomas explained the recommendations to assist employees with flu vaccine costs.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Tom Neild, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBIT "W"

Dr. William Nantz moved, seconded by Bishop Ollis Whitaker, to approve Exhibit "W".

Approved the Transition Site for Sallie Curtis Elementary Project (Exhibit "W") – Administration recommended assigning students to the temporary Regina-Howell complex located off Major Drive during the construction phase of the new Curtis School.

Ms. Brassard stated that when she was at the town hall meeting at Curtis she asked parents to contact her regarding their concerns and only two parents had actually spoken with her regarding where the students should be housed during the construction phase of the Curtis project. Ms. Brassard also asked legal counsel about the ramifications of investing public funds into private property. Attorney Melody Chappell responded that she would have to look into the proposal and that leasing a property is legal; however, physical improvements would have to be researched as to whether they might be recouped.

President Reece asked Dr. Thomas to respond. Dr. Thomas reviewed the options for transition of the Curtis students. Dr. Thomas stated that the preparation of the portables at the Regina Howell temporary site caused workers to be on duty premium hours in order for them to be ready in time for the school year; and, at best, a new site would gain 4 to 5 months which would be right in the middle of the spring testing dates. Dr. Thomas said that administration would recommend that the best possible solution would be to move students to the temporary Regina Howell site in January of 2011 as proposed.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Trahan and Bishop Whitaker

NAYS: Mr. Tom Neild

APPROVAL OF EXHIBIT "X"

Dr. William Nantz moved, seconded by Ms. Janice Brassard, to approve Exhibit "X".

Approved Request for Maximum Class Size Waiver (Exhibit "X") – Administration recommended approval request to TEA due to unanticipated growth at the campus, Fletcher Elementary in compliance with the State Waiver Unit due October 1, 2009

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, Mr. Trahan and Bishop Whitaker

NAYS: None

PERSONNEL

President Reece announced in the public (open) meeting at 9:38 p.m. that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas Government Code, therefore, and action taken by the Board would be in public (open) session. In open session at 9:32 p.m. action was taken on the following:

APPROVAL OF EXHIBIT "Z"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibit "Z".

Approved Institution of Condemnation Proceedings as presented (Exhibit "Z")

1711 Irving, T43 ½ & T128 (Cua)

1713 Irving, T43 & T43A (Williams)

1715 Irving, T40 (Grant)

1735 Irving, T39 (O'Cozier)

705 Jackson, T30 (Evans)

30' wide underground drainage easement adjacent to Jefferson County Drainage District No. 6, Ditch No.108 with a 10' wide temporary work easement and outfall easement. (Broussard)

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBIT "Y"

Dr. William Nantz motioned, seconded by Mr. Terry Williams to accept the following personnel recommendations:

1. Resignations

Tavanaka Broussard, Level 2, Martin Elementary effective September 1, 2009

Randolph C. Pemberton, Science, Central High, effective June 6, 2009

Sandra G. Castille, Counselor, Fehl Elementary, effective August 28, 2009

2. New Employee Contract Recommendations

Rochelle Batiste, English, Central High, effective August 17, 2009 and ending June 5, 2010

Ashley Benjamin, Mathematics, West Brook High, effective August 17, 2009 and ending June 5, 2010

Willow Bernard, Title I Pre-Kindergarten, Pietzsch-MacArthur Elementary, effective August 21, 2009 and ending June 5, 2010

Don Caggins, Jr., Choir, Austin Middle, effective August 17, 2009 and ending June 6, 2010

Crystal Campbell, Special Education, Central High, effective August 19, 2009 and ending June 5, 2010

Heather Conner, Pre-Kindergarten, Southerland, effective September 8, 2009 and ending June 5, 2010

Holly Dainwood, Level 5, Fletcher Elementary, effective September 14, 2009 and ending June 5, 2010

Derrick DuBois, Theatre Arts, Austin Middle, effective August 17, 2009 and ending June 5, 2010

Shelia Goolsbye, Manicurist, Taylor Career Center, effective August 17, 2009 and ending June 5, 2010

James Hale, Special Education, Smith Middle, effective August 19, 2009 and ending June 5, 2010

Sharon Hart, ESL, Pietzsch-MacArthur Elementary, effective August 17, 2009 and ending June 5, 2010

Donya Hughes, Science, Ozen High, effective August 17, 2009 and ending June 5, 2010

Rakesha Jones, Health/Science, Central High, effective August 27, 2009 and ending June 5, 2010

Karen Robins, Bilingual Level 1, Fletcher Elementary, effective August 17, 2009 and ending June 5, 2010

Mary Sappington, Speech Therapist, Dishman Elementary, effective August 27, 2009 and ending June 5, 2010

Kathryn J. Smoak, Mathematics, Austin Middle, effective August 17, 2009 and ending June 5, 2010

Rhonda Sparks, SAC, Vincent Middle, effective September 14, 2009 and ending June 5, 2010

Yvette Villalobos, Title I Pre-Kindergarten, Pietzsch-MacArthur Elementary, effective August 17, 2009 and ending June 5, 2010

Jesse Watson, Title I Mathematics, Odom Academy, effective August 17, 2009 and ending June 5, 2010

Natasha Wilcox, Science, Central High, effective August 17, 2009 and ending June 5, 2010

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Neild, Mr. Trahan and Bishop Whitaker

NAYS: None

3. Administrative Recommendations

None

ADJOURNMENT

President Reece asked if there was any other business to come before the board; there being none, the meeting was adjourned at 9:35 p.m. September 17, 2009.

Woodrow Reece, President
Beaumont ISD Board of Trustees

Terry D. Williams, Secretary
Beaumont ISD Board of Trustees

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

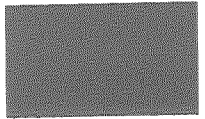


EXHIBIT "M.1"
Page 1 of 2

TO : Dr. Carrol A. Thomas
Superintendent of Schools

FROM : Terry A. Ingram
Assistant Superintendent for Administration/Operations

DATE : September 17, 2009

SUBJECT : Consider and, if Appropriate, Take Action to Approve
the Proposal for Guaranteed Maximum Price for the Multi-
Purpose Center

Representatives from Beaumont Independent School District (BISD) Administration, Parsons, SHW Architects, and Turner/Hallmark JV1 have carefully evaluated the bid packages submitted for Guaranteed Maximum Price for the Multi-Purpose Center.

Project to be paid by bond appropriated funds.

It is the recommendation of Administration to authorize the Superintendent to execute an amendment in the amount of \$24,365,055 with Turner/Hallmark JV1, CMAR which will release them to sub-contract for the remaining work on the Multi-Purpose Center, and approve the Guaranteed Maximum Price of \$38,500,000.

AGENDA:
September 17, 2009



3395 Harrison Avenue • Beaumont, Tx 77706 • Tel (409) 617-5770 • Fax (409) 617-5779 • www.parsons.com

September 16, 2009

Terry Ingram
Assistant Superintendent of Administration & Operations
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

Re: Recommendation for Acceptance of Multi-Purpose Facility Guaranteed Maximum Price

Parsons, SHW Architects, and Turner/Hallmark have carefully evaluated the bid packages submitted during the legally compliant bid process. Parsons is recommending Turner Hallmark JV1 be issued an Amendment to include the Final Guaranteed Maximum Price (GMP) for the Multi-Purpose Facility in the amount of **\$24,365,055**

The Contract and Change Orders issued to date are as follows:

Original Contract	\$ 65,000
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Change Order #1	\$14,069,945
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includes Precast, Natatorium Steel, & Mass Grading, Concrete Foundations, and Mass Site Utilities Packages and General Conditions & Requirements

Change Order #2	\$24,365,055
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GMP Total	\$38,500,000.00
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The attached Turner/Hallmark's GMP Final Plans for Bidding and Construction dated 09/14/09 details the bidders and respective proposed amounts for the Final Bid Package. This package includes a cost savings analysis of items. With this list, we expect to achieve certain value engineering items. At this time four categories of those items are still a focus to get to a satisfactory resolution. We stand by the GMP of \$38,500,000. Based on our evaluation Parsons recommends the Turner Hallmark JV1 Final GMP be accepted.

The work remains within the approved budget. Therefore, Parsons recommends approval by the Board of Trustees on September 17, 2009 to authorize the Superintendent to execute an Amendment with Turner/Hallmark JV1, CMAR which will release them to sub-contract for the remaining work on the Multi Purpose Facility.

Ed Caillouette
Program Director
Beaumont ISD Bond Program
ed.caillouette@parsons.com



Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 38

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

EXHIBIT "V"
Page 1 of 4

TO : The Honorable Board of Trustees

FROM : Carrol A. Thomas, Ed.D.
Superintendent of Schools

DATE : October 15, 2007

SUBJECT : Consider and, if Appropriate, Take Action to Approve Resolution of
Bond Oversight Committee Duties for the Citizens Advisory Bond
Committee

The CABC represents the full geographic, economic and ethnic diversity of our community. Once the 2007 Bond Proposition is approved by the voters, November 6, 2007, the duties as a bond oversight committee will begin.

Administration recommends approval of resolution outlining the duties of committee.

AGENDA:
October 18, 2007

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 39

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION**

Regular Meeting – October 18, 2007

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, October 18, 2007 7:16 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Ollis Whitaker.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

ROLL CALL

Present: Bishop Ollis E. Whitaker, President
Janice Brassard, Vice President
Terry Williams, Secretary
Martha Hicks, Member
Dr. William Nantz, Member
Woodrow Reece, Member
Howard J. Trahan, Jr., Member

Absent: None

School Officials

Present: Superintendent, Dr. Carrol A. Thomas; Interim Deputy Superintendent, Dr. Willis Mackey; Assistant Superintendent, Mr. Terry Ingram; Interim Assistant Superintendent, Dr. Shirley Bonton; Executive Director of Special Education, Dr. Susan Alfred; Executive Director of Personnel, Ms. Sybil Comeaux; Chief Financial Officer, Ms. Jane Kingsley; Executive Director of Communications, Ms. Jolene Ortego; Special Assistant to the Superintendent, Jessie Haynes and School Attorney, Melody Chappell

Absent: None

ESTABLISHMENT OF A QUORUM

President Ollis Whitaker declared a quorum.

PLEDGE OF ALLEGIANCE

The pledges to the United States of America flag and to the Texas flag were given by Diamond Foxall, a first grade student at Eugene Field Elementary School.

INVOCATION

The invocation was given by Jordan Benoit, a senior at Central High School.

APPROVAL OF THE MINUTES

Mr. Woodrow Reece moved, seconded by Mr. Terry Williams to approve the minutes of the special meeting September 20, 2007 and the regular meeting September 20, 2007.

President Whitaker called for additions or corrections to the minutes, there being none, he called for a vote.

YEAS: Bishop Whitaker, Dr. Nantz, Ms. Brassard, Ms. Hicks, Messrs. Reece, Trahan and Williams

NAYS: None

REPORTS

Status of State Comp Ed Funds Report – submitted electronically

REPORT OF THE SUPERINTENDENT OF SCHOOLS

1. **Recognition of Students with Extended Years Perfect Attendance** - Special Services department recognized those students having completed 5, 6, 7, 8, 9 or 13 years of perfect attendance in the Beaumont ISD with certificates and medallions.
2. **Recognition of Beaumont A & M Teacher of the Year Awards** - Trustees honored six (6) teachers as recipients of the A & M Outstanding Classroom Teacher award by the local Texas A & M Alumni Association: Lori Ann Abel, Wilbert J. Andrews, Jr., Susan "Suzi" Ingram, Mildred Rutledge Morgan, Glenda Shaw and Rudi Beth Young.
3. **Recognition of capital One Charitable Grant to Insure-a-Kid** – unable to attend meeting
4. **Recognition of Certificate of Achievement for Excellence in Financial Reporting** – Trustees recognized finance department, Jane Kingsley as Chief Financial Officer, Belinda Klock as Budget Supervisor and Robbin Crawford as Comptroller; for being awarded the Government Finance Officers Association Certificate of Excellence in Financial Reporting for the 11th year.
5. **Bond 2007 Report** – Dr. Thomas announced that information had been given to the Building and Grounds Committee on Monday, October 15, 2007 and asked Dr. Nantz to share information with Board.

Dr. William Nantz, chairman of building and grounds, reported to Trustees that the maintenance department had presented a very comprehensive report on perpetual maintenance program for the district; administration had proposed for approval a tentative preliminary construction schedule as well as a recommendation for a program manager for the proposed bond proposition.

Ms. Martha Hicks asked how the schedule was determined. Dr. Thomas responded that the proposed preliminary schedule was determined by a plan that would smoothly and efficiently transition students during construction; thus, the availability of portables for "transitional" use was a major factor when looking at the process.

Mr. Woodrow Reece asked Dr. Thomas to make sure Fletcher would be receiving a cafeteria expansion. Dr. Thomas assured the Board that Fletcher was scheduled to receive a cafeteria expansion.

Dr. Thomas pointed out that the 1994 bond for \$56,000,000 expenditures was placed on the web so taxpayers could see where the funds were spent and

how they were spent. The figures posted on the web are audited and show no expenditures for Ozen as had been alleged.

The district status of a Chapter 41 district was discussed among Trustees with

6. **Facilities Maintenance Report** – Mr. Joe Bowser, director of facilities, shared with the Trustees the comprehensive perpetual maintenance program for the district.

COMMUNICATIONS

None

SIGN-UP

None

ACTION ITEMS

APPROVAL OF EXHIBITS “A.1”, “A.2”, A.3”, “B”, “C” and “D”

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits “A.1”, “A.2”, “A.3”, “B”, “C” and “D”.

Tax Collection Report Exhibit “A.1” – Administration recommended acceptance of the Tax Collection Report in the amount of \$143,128.59 including certification of tax collection for the month of September 2007 tax collector monthly report of September 2007; and deposit distribution of September 2007.

(Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

Business Office Report (Exhibit “A.2”) – Administration recommended approval of the Business Office Report, including the general fund reports, September 2007, debt service reports, September 2007, capital projects report, September 2007, internal service funds September 2007; scholarship fund report, September 2007; investment report, September 2007.

Amendments to 2007-2008 Budget (Exhibit “A.3”) – Administration recommended approval of amendments to the following budgets:

199/7 General Fund	#007
205/7 Head Start	#008
211/8 ESEA Title I – Improving Basic Programs	#009
243/8 Vocational Education – Tech. Preparation	#010
263/8 ESEA Title III – Part A Language Enhancement Pgm.	#011
284/8 Apprenticeship training – FSE & T	#012
286/8 Carol White – Physical Education Program	#013
394/8 Life Skills Grant for Student parents – Rider 61	#014
404/8 ARI/AMI Instruction Program	#015
423/8 Apprenticeship Training – State	#016
288/8 TEEMS Project	#017
492/8 Insure-A-Kid	#018

Approved Waiver of Penalty and Interest on a Certain Delinquent Tax Account (Exhibit “B”) – Administration recommended approval of request by Miriam K. Johnson Tax Assessor-Collector to waive penalty and interest in the amount of \$1,745.97 for Good Hope Baptist Church.

Approved Scheduled Payments for TEAMS Application Software Suite (Exhibit “C”) – Administration recommended approving payment in the amount of \$155,739

to Prologic technology Systems for the annual maintenance and support for the various software package.

Approved Commercial Segment Corporation Resolution (Exhibit "D") – Administration recommended approving resolution changing title for the Executive Director of Finance to Chief Financial Officer for depository contract with Bank of America.

President Whitaker called for questions to the motion, there being none, he called for a vote.

YEAS: Bishop Whitaker, Dr. Nantz, Ms. Brassard, Ms. Hicks, Messrs. Reece, Trahan and Williams

NAYS: None

APPROVAL OF EXHIBITS "E", "F", "G", "H", "I", "J", "K", and "L"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "E", "F", "G", "H", "I", "J", "K", and "L"

Approved Proposals for New Kitchen Hoods, Modifications to Existing Hoods, Exhaust and Supply Fans and New Kitchen Hood Fire Suppression Systems – Phase 2 (Exhibit "E") – Proposals were distributed to four (4) companies in addition to the appropriate advertisements. There were three (3) responses. Administration recommended acceptance of the bid from JMC Mechanical, Inc. in the total amount of \$184,000.00 charged to Child Nutrition Department.
(Bids are on file in the Purchasing Department.)

Approved Second Year Option for Motor Fuels for the 2007-2008 School Year (Exhibit "F") – Included as part of the 2006-2007 bid was a second and a third year option to extend the contract with Tri-Con, Inc. Administration recommended extending the contract charged to Maintenance and Transportation departments 2007-2008 appropriated funds.
(Bids are on file in the Purchasing Department)

Approved Second Year Option for Medicaid Billing Services (Exhibit "G") – Included as part of the 2006-2007 bid was a second and third year option to extend the contract with Lone Star Education Billing Services. Administration recommended extending the contract charged to Medicaid 2007-2008 appropriated funds.

Approved Agreement for the Purchase of Attendance Credits (Exhibit "H") – Administration recommended approving agreement for Beaumont ISD with a county-district number of 123-910 to purchase attendance credits from the state for the school year.

Approved Governor's Educator Excellence Award – Texas Educator Excellence Grant (GEEA-TEEG) Plan for Bingman, French, and Price Elementary School. (Exhibit "I") – Administration recommended approving grant award for Bingman, French, and Price Elementary School for the Governor's Educator Excellence Award – Texas Educator Excellence Grant (GEEA-TEEG) Plan.

Approved Purchase of Iowa Test of Basic Skills (ITBS) and Cognitive Abilities Test (COGAT) Material and Scoring Service from Riverside Publishing Company (Exhibit "J") – Administration recommending approving purchase from Riverside Publishing Company in the amount of \$40,000 funded by the Planning & Evaluation Department's general fund testing account.

Approved Payment to Southwestern bell Telephone, SBC Internet Services, and Nextel Partners for E-Rate Eligible Telecommunication Services and Internet Access (Exhibit "K") – Administration recommended approving request

for payments totaling \$884,548.16 with 77% E-Rate reimbursement of \$681,102.08 and 23% district responsibility of \$203,446.08 funded by Information Services Department's technology allotment account and the Maintenance Department's telephone utility account.

Approved Payments to Infinity Connections, Inc. and INX, Inc. for E-Rate Eligible Telecommunication Internal Connections at Caldwood Elementary and Central High Schools (Exhibit "L") – Administration recommended approving request for payments totaling \$408,564.00 with 90% E-Rate reimbursement of \$432,507.60 and 10% district responsibility of \$48,056.40 funded by Title I grant and general administration funds.

President Whitaker called for questions to the motion, there being none, he called for a vote.

YEAS: Bishop Whitaker, Dr. Nantz, Ms. Brassard, Ms. Hicks, Messrs. Reece, Trahan and Williams

NAYS: None

APPROVAL OF EXHIBITS "M", "N", "O", "P", "Q", "R", "S", "T", and "U"

Dr. William Nantz moved, seconded by Mr. Woodrow Reece, to approve Exhibits "M", "N", "O", "P", "Q", "R", "S", "T", and "U".

Approved Payments to Infinity Connections, Inc. and INX, Inc. for E-Rate Eligible Telecommunication Internal Connections at Blanchette, Dunbar, Fletcher, Lucas, Martin, Ogden, Ozen, Pietzsch-MacArthur and Southerland Schools (Exhibit "M") - Administration recommended approving request for payments totaling \$561,297.00 with 88% E-Rate reimbursement of \$493,941.36 and 12% district responsibility of \$67,355.64 funded by Title I grant and general administration funds.

Approved Purchase of Science and Math Materials from Peoples Education (Exhibit "N") – Administration recommended approving request to purchase materials from Peoples Education in the total purchase of \$61,771 funded by participating schools: Amelia, Bingman, Blanchette, Brown, Caldwood, Central, Curtis, Fehl, Field, French, Guess, Homer, King, Lucas, Marshall, Martin, Ogden, Price, Regina and Smith.

Approved Purchase of Accelerated and STAR Software Programs from Renaissance Learning, Inc. (Exhibit "O") – Administration recommended approving request to purchase software from Renaissance Learning at a cost of \$100,777.85 funded by participating schools: Amelia, Austin, Blanchette, Caldwood, Central, Curtis, Dishman, Dunbar, Fehl, Fletcher, French, Guess, Homer, Lucas, Martin, Odom, Ogden, Pietzsch, Regina, Smith, Vincent and the Information Services Technology Allotment.

Approved Payment to Konfident Enterprises for Consultant Services and Materials (Exhibit "P") – Administration recommended approving request to purchase services and materials for Pietzsch-MacArthur, Austin, King, Marshall, Smith, South Park, Vincent, Pathways and Ozen Schools at a cost of \$61,749.59

Approved Purchase of Read 180 Enterprise Conversion Packages for Marshall, Odom Academy, Austin, and Smith Middle School from Scholastics, Inc. (Exhibit "Q") – Administration recommended approving purchase of conversion package to upgrade presently campus based programs at participating schools: Marshall, Austin, Smith Middle Schools and Odom Academy at a total cost of \$30,000.00

Approved the 2007-2008 District and Campus Plans for All School (Exhibit "R") – Administration recommended approval district and campus plans as presented as place online.

Approved a Budget Increase in the Athletic Department Budget for Contracted Services with Lamar University (Exhibit "S") – Administration recommended increasing the budget by \$16,000.00 for the use of the stadium at Lamar University from \$40,000.00 to \$56,000.00.

Adopted Resolution Authorizing the Superintendent of Schools to Pay Employees for Days Missed as a Result of Hurricane Humberto (Exhibit "T") – Administration recommended adoption of resolution in accordance with the Texas Education Code, Section 45.105(c) authorizing the superintendent pay employees for days missed, September 13, 14, 2007, as a result of Hurricane Humberto.

Approved Date to Canvass Votes for the November 6, 2007 Bond Proposition (Exhibit "U") – Administration recommended setting Thursday, November 15, 2007 at 6:00 p.m. as the date for the canvass of votes for the 2007 Bond Proposition Election.

Ms. Martha Hicks thanked administration for bringing recommendation to the Board to pay district employees for natural disaster days missed September 14, 15, 2007.

Ms. Martha Hicks, Ms. Janice Brassard, Dr. William Nantz and Mr. Howard Trahan agreed that they would be available for the canvass vote November 15, 2007.

Trustees discussed Lamar Cardinal stadium expenses.

President Whitaker called for questions to the motion, there being none, he called for a vote.

YEAS: Bishop Whitaker, Dr. Nantz, Ms. Brassard, Ms. Hicks, Messrs. Reece, Trahan and Williams

NAYS: None

APPROVAL OF EXHIBIT "V"

Dr. William Nantz moved, seconded by Ms. Martha Hicks, to approve Exhibit "V".

Approved Resolution of Bond Oversight Committee Duties for the Citizens Advisory Bond Committee (Exhibit "V") – Administration recommended approval of resolution outlining the duties of the CABC as the oversight committee for the approved bond proposed for vote November 6, 2007.

President Whitaker asked members of the Citizens Advisory Bond Committee (CABC) to stand and thanked them for the tremendous amount of time and the wonderful job that they had done.

President Whitaker called for questions to the motion, there being none, he called for a vote.

YEAS: Bishop Whitaker, Dr. Nantz, Ms. Brassard, Ms. Hicks, Messrs. Reece, Trahan and Williams

NAYS: None

APPROVAL OF EXHIBIT "W" and Addendum to EXHIBIT "W"

Dr. William Nantz moved, seconded by Ms. Martha Hicks to approve Exhibit "W" and Addendum to Exhibit "W".

Approved Proposal for Program Manager Services for the Beaumont ISD 2007 Bond Program (Exhibit "W", Addendum to Exhibit "W") – The building and grounds committee reviewed the process and unanimously agreed with approving proposal of Parsons of Houston, TX at a negotiated fee of \$9,000,000 (approximately 2.62%).

Trustees asked Dr. Thomas to explain the process in selecting a program manager. Dr. Thomas reported that the RFP (request for proposal) had been fine tuned with recommendations by administration, shared with the Chamber and input from two engineers, Mr. Bennie Hickman and Mr. Johnnie Cassmore. The committee considered all of the proposals and submitted a "short list" to Dr. Thomas. The short list consisted of three companies who were interviewed by Dr. Thomas and the committee. Negotiations were entered into with the first firm; however, the "top company" would not negotiate in terms of a fee; therefore, negotiations were closed. After negotiations were closed, the second company was contacted and negotiations were opened. This company, Parsons of Houston, did negotiate a fee and this is the recommendation that administration has presented for Board approval.

Mr. Johnnie Cassmore and Mr. Bennie Hickman spoke to Trustees about the process and the credibility of the process. Both Mr. Cassmore and Mr. Hickman felt like the letter of the law had been followed without a doubt and the recommendation presented to the Board was the best for the district with a fee that was reasonable for the amount of the bond.

Dr. Thomas introduced Mr. Morgan Daniels, vice president; Mr. Bobby Menefee, program manger and Mr. John Reagan, chief estimator; from Parsons of Houston, TX. Mr. Daniels spoke to Trustees about the process to maximize diversity and inclusion of the community in the construction of the projects.

Dr. Thomas thanked Mr. Jim Rich, president of the Chamber of Commerce for the city of Beaumont for his involvement in bringing this proposition to a vote.

President Whitaker called for questions to the motion, there being none, he called for a vote.

YEAS: Bishop Whitaker, Dr. Nantz, Ms. Brassard, Ms. Hicks, Messrs. Reece, Trahan and Williams

NAYS: None

APPROVAL OF EXHIBIT "X"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibit "X".

Approved Preliminary Construction Schedule for the Beaumont ISD 2007 Bond Program (Exhibit "X") – Administration recommended approving tentative preliminary construction schedule as presented for the Beaumont ISD 2007 bond program contingent upon the project management service.

President Whitaker called for questions to the motion, there being none, he called for a vote.

YEAS: Bishop Whitaker, Dr. Nantz, Ms. Brassard, Ms. Hicks, Messrs. Reece, Trahan and Williams

NAYS: None

PERSONNEL

President Whitaker announced in the public (open) meeting at 9:02 p.m. that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas

Government Code, therefore, and action taken by the Board would be in public (open) session.

Mr. Woodrow Reece motioned, seconded by Mr. Terry Williams, to approve the following personnel recommendations:

1. Remove of Deceased Employee from Professional Roster

Erma L. Wilson, Deaf Co-op at South Park Middle, September 19, 2007;

2. Resignations

Linda Barnes, Health Science, Central High, effective September 11, 2007;

Lisa Brittain, Health Science, Career Center, effective October 5, 2007;

Henry B. Cobb, Mathematics, Central High, effective May 26, 2007;

Todd Gillette, Police Officer, Administration Annex, effective September 21, 2007;

Rakesha Jones, Science, Central High, effective September 19, 2007;

Brian Shilo, Mathematics, Ozen High, effective October 5, 2007.

3. New Employee Contract Recommendations

Velma Akers, Science, Austin Middle, effective October 8, 2007 and ending June 7, 2008;

Lillian Berrios-Hebert, English, Vincent Middle, effective October 15, 2007 and ending June 7, 2008;

Deborah J. Broome, History, Pathways, effective September 24, 2007 and ending June 7, 2008;

Stephanie C. Brown, Special Education, Smith Middle, effective October 15, 2007 and ending June 7, 2008;

Dawoni Djato, French, Central High, effective October 3, 2007 and ending June 7, 2008;

Tiphonie DuBois, Pre-kindergarten, Dunbar Elementary, October 3, 2007 and ending June 7, 2008;

Odessa Gamble, Level 2, Pietzsch Elementary, effective October 26, 2007 and ending June 7, 2008;

Shonda Johnson, Level 4, Pietzsch Elementary, effective October 1, 2007 and ending June 7, 2008;

Velina Johnson, ESL, Ogden Elementary, effective October 8, 2007 and ending June 7, 2008;

Sara Keating, Level 2, Caldwell Elementary, effective September 24, 2007 and ending June 7, 2008;

Ladonna Mitchell, Level 2, Price Elementary, effective September 24, 2007 and ending June 7, 2008;

Amber Phillips, Level 2, Fletcher Elementary, effective September 26, 2007 and ending June 7, 2008;

Frances Rami, Level 3, Price Elementary, effective September 24, 2007 and ending June 7, 2008;

Angle Smith, Kindergarten, Caldwood Elementary, effective October 15, 2007 and ending June 7, 2008;

Angela C. Suitt, Kindergarten, Dunbar Elementary, effective October 2, 2007 and ending June 7, 2008.

4. Administration Recommendations – none

ADJOURNMENT

President Ollis Whitaker asked if there was any other business to come before the board; there being none, motion to adjourn was made by Mr. Woodrow Reece seconded by Mr. Terry Williams to adjourn the meeting President Whitaker adjourned the meeting at 9:38 p.m.

Bishop O.E. Whitaker, President
Beaumont ISD Board of Trustees

Terry D. Williams, Secretary
Beaumont ISD Board of Trustees

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 40

State Of Texas §
 § Beaumont Independent School District
County Of Jefferson §

RESOLUTION
THE BEAUMONT INDEPENDENT SCHOOL DISTRICT
for
THE BOND OVERSIGHT COMMITTEE

Whereas, the voters of Beaumont Independent School District approved a bond proposition in the amount of \$388,600,000 on November 6, 2007

Whereas, the Board of Trustees appointed an oversight bond committee (Citizens Advisory Bond Committee) November 27, 2006 to serve as a group to report to the Trustees regarding the 2007 Bond Project

Be Resolved that the Citizens Advisory Bond Committee herein known as "Committee"

Purpose of the "Committee" as an advisory group will be to

- Monitor progress of project(s)
- Review and analyze all available data and reports
- Report all information to Trustees and public
- Establish trust and credibility within the community about projects and how the funds are handled
- Ensure that funds designated for certain projects identified in scope of work are dedicated to budget of said project and within project guidelines
- Relay and make available all appropriate information to public for scrutiny and review

Membership/Term of the "Committee"

- Each trustee nominated five (5) persons to serve on the "Committee" each one a resident of the Beaumont I.S.D.
- Superintendent, with the approval of the Board of Trustees, appointed remaining members to ensure diversity and complete the forty-nine (49) member committee
- Term of "Committee" member will be until the conclusion of the 2007 Bond Project
- Members serve at the will and pleasure of the Board of Trustees

- “Committee” will serve until termination by resolution of the Board of Trustees or completion of the 2007 Bond Project, whichever occurs first

Responsibilities of the “Committee”

- Attend monthly meetings with the Beaumont ISD administrators and project manager
- Attend “Committee” meetings regularly to remain adequately informed
- Review all financial reports that track budget, funds expended and balance of each project of the bond proposition
- Review project schedules of work
- Report quarterly, or as often as needed, to the Board of Trustees on the progress of the 2007 Bond Project and make information available to the public
- Report any aspect that “Committee” may not feel is consistent with the intent of the 2007 Bond Project
- Propose to Board of Trustees any recommendation that the “Committee” agrees will enhance the 2007 Bond Project

Citizens Advisory Bond Committee is solely advisory and has no authority to give direction to Beaumont ISD for expenditures or request excessive time of staff without the approval of the Board of trustees.

Information on the 2007 Bond Project will be available to the public on the district web site and by any means the “Committee” believes that might serve the public readily and easily.

Responsibility of district personnel

- Assist and aid with the meeting times and locations for ease of participants
- Make available monthly financial reports for each project
- Make available monthly project schedules for each project
- Work with “Committee” preparing quarterly report(s) to Board of Trustees
- Make available all information requested by “Committee” within reason to enable the “Committee” to meet expectations
- Provide clerical assistance to the “Committee”
- Distribute all press releases and manage communications with the news media

Now, therefore, be it resolved by the Board of Trustees, Beaumont Independent School District that the Citizens Advisory Bond Committee act as the bond oversight committee for the 2007 Bond Project approved by voters November 6, 2007.

Dated this _____ day of _____, 2007.

President, Board of Trustees
Beaumont I.S.D.

ATTEST:

Secretary, Board of Trustees
Beaumont I.S.D.

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 41

3/6/07
FINAL
DRAFT

Community Advisory Bond Committee Recommendations

Fact Sheets

March 6, 2007

BISD

Beaumont Independent School District

Summary of all schools					Version 2
School	Existing facilities	Special projects	Other costs	Total	Type totals
Central High School	\$ 2,372,076	\$ 8,937,594	\$ 6,325,765	\$ 17,635,435	\$ 71,427,316
Ozen High School	\$ 2,639,019	\$ 9,654,333	\$ 6,852,907	\$ 19,146,259	
West Brook High School	\$ 5,442,124	\$ 16,729,000	\$ 12,474,497	\$ 34,645,621	
Austin	\$ 558,400	\$ 2,746,200	\$ 1,841,583	\$ 5,146,183	\$ 82,239,757
King	\$ 352,704	\$ 3,563,811	\$ 2,180,536	\$ 6,097,052	
Marshall	\$ 1,823,172	\$ 3,621,667	\$ 3,039,321	\$ 8,484,160	
Smith	\$ 837,438	\$ -	\$ 472,474	\$ 1,309,912	
South Park	\$ 500,000	\$ 26,670,000	\$ 15,215,463	\$ 42,385,463	
Vincent	\$ 2,496,056	\$ 3,871,832	\$ 3,574,382	\$ 9,942,270	
Odom	\$ 2,161,826	\$ 3,548,332	\$ 3,164,559	\$ 8,874,716	
Amelia	\$ 500,000	\$ 15,896,250	\$ 9,012,007	\$ 25,408,257	\$ 236,971,061
Bingman	\$ 985,605	\$ 450,000	\$ 780,679	\$ 2,216,284	
Blanchette	\$ 500,000	\$ 12,645,250	\$ 7,219,160	\$ 20,364,410	
Caldwood	\$ 500,000	\$ 15,896,250	\$ 9,012,007	\$ 25,408,257	
Curtis	\$ 500,000	\$ 15,896,250	\$ 9,012,007	\$ 25,408,257	
Dishman	\$ 13,192	\$ 1,222,500	\$ 681,288	\$ 1,916,980	
Dunbar	\$ 500,000	\$ 15,956,250	\$ 9,040,711	\$ 25,496,961	
Fehl	\$ 500,000	\$ 15,896,250	\$ 9,012,007	\$ 25,408,257	
Field	\$ -	\$ 200,000	\$ 111,518	\$ 311,518	
Fletcher	\$ 1,830,324	\$ 3,190,000	\$ 2,776,316	\$ 7,796,640	
French	\$ 636,080	\$ 14,653,125	\$ 8,404,085	\$ 23,693,290	
Guess	\$ 290,067	\$ 797,500	\$ 600,675	\$ 1,688,242	
Homer Drive	\$ 193,860	\$ -	\$ 108,094	\$ 301,954	
Lucas	\$ 1,087,441	\$ 300,000	\$ 765,704	\$ 2,153,145	
Martin	\$ 500,000	\$ 14,803,125	\$ 8,411,847	\$ 23,714,972	
Ogden	\$ -	\$ -	\$ -	\$ -	
Pietzsch-MacArthur	\$ 176,798	\$ -	\$ 98,581	\$ 275,379	
Price	\$ -	\$ -	\$ -	\$ -	
Regina Howell	\$ 500,000	\$ 15,896,250	\$ 9,012,007	\$ 25,408,257	
Administrative annex	\$ -	\$ -	\$ -	\$ -	\$ 42,978,570
Administration building	\$ -	\$ -	\$ -	\$ -	
AG. Farm	\$ 21,094	\$ 30,000	\$ 28,489	\$ 79,583	
Brown Alternative	\$ 761,794	\$ 231,000	\$ 551,909	\$ 1,544,703	
Multi-purpose facility	\$ -	\$ 26,899,085	\$ 14,288,536	\$ 41,187,621	
Oaks Special Education	\$ -	\$ -	\$ -	\$ -	
Pathways Alternative	\$ -	\$ 75,000	\$ 188	\$ 75,188	
Planetarium	\$ -	\$ -	\$ -	\$ -	
Southerland	\$ -	\$ 75,000	\$ 188	\$ 75,188	
Taylor Career Center	\$ -	\$ -	\$ -	\$ -	
Transportation / Milam	\$ 10,458	\$ -	\$ 5,831	\$ 16,289	\$ 10,000,000
Hazardous material remediation	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000	
Technology upgrades	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	
Sub-total	\$ 34,189,527	\$ 255,351,854	\$154,075,322	\$ 443,616,703	\$ 443,616,703

Central High School

Current enrollment	1,423
Current capacity w/o portables	1,450
Current capacity w portables	1,914
Current replacement value:	\$46,509,058
FCI reported January 2007	45.7%
Total permanent square feet:	278,728
Total permanent classrooms:	97
Total portable classrooms:	31



Acreage: 34.9
School age: 78 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

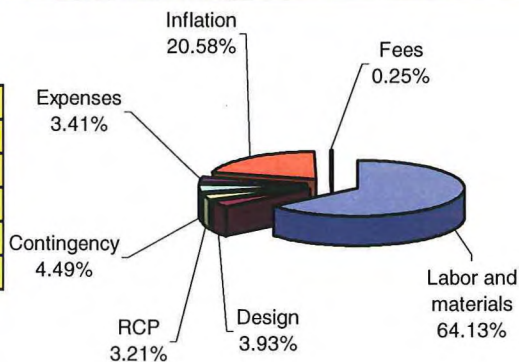
Investments at Central High School will include new roof installations, interior upgrades, installation of restroom exhaust fans, replacement pipe insulation on AC piping and the installation of emergency lighting in the school. This plan will include an addition that will allow the removal all portables and the construction of 6 new science classrooms. The auditorium's sound and lighting systems will be upgraded along with the athletic field house.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 1,498,124	Replace old roofs *
Doors and windows	\$ -	
Finishes	\$ 500,000	Interior upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 373,952	Restroom exhaust fans * / pipe insulation / emergency lighting
Educational adequacy	\$ -	
Sub-total	\$ 2,372,076	

Special projects	Investment	Comments
Addition to remove portables	\$ 4,375,000	Remove all portables (31-6 science classrooms = 25)
Add 6 science classrooms	\$ 1,700,000	State requirement
FF&E	\$ 641,500	For new science classrooms
Electrical in AG area	\$ 121,094	Electrical upgrades *
Upgrade field house	\$ 1,600,000	
Sound and lighting (auditorium)	\$ 500,000	Enhance existing
Sub-total	\$ 8,937,594	

* Recommended by local contractors

Architectural and Design	\$ 693,431
Regional Construction Premium	\$ 565,484
Contingency	\$ 791,677
Management and Expenses	\$ 601,212
Inflation	\$ 3,629,983
Bond Fees	\$ 43,979



Total reinvestment: \$ 17,635,435

Cost of construction

Ozen High School

Current enrollment	1,331
Current capacity w/o portables	1,435
Current capacity w portables	1,435
Current replacement value:	\$46,809,428
FCI reported January 2007	29.7%
Total permanent square feet:	334,151
Total permanent classrooms:	96
Total portable classrooms:	0



Acreage: 49.25
School age: 56 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

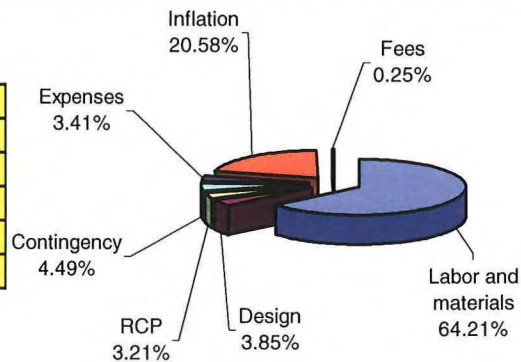
Investments at Ozen High School will include interior upgrades, installation of restroom exhaust fans, HVAC upgrades and the installation of emergency lighting in the school. This plan included the construction of 4 new science classrooms. Repairs will be made to eliminate the water problems in the existing auditorium. A new high performing auditorium will be built to seat 1,000. An 20 classroom addition will be included to allow for 1,800 capacity.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 75,000	D wing foundation repairs
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	New roofs exists (2000)
Doors and windows	\$ -	
Finishes	\$ 500,000	interior upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 2,064,019	Restroom exhaust fans * / HVAC upgrades / emergency lighting
Educational adequacy	\$ -	
Sub-total	\$ 2,639,019	

Special projects	Investment	Comments
Repair water issues in auditorium	\$ 55,000	
New 1,000 seat auditorium	\$ 4,000,000	High performing auditorium
Add 4 science classrooms	\$ 1,133,333	State requirement
Addition to increase enrollment capacity	\$ 3,500,000	20 classroom addition to take capacity to 1,800
FF&E	\$ 966,000	For new science classrooms, auditorium and other classrooms
Sub-total	\$ 9,654,333	

* Recommended by local contractors

Architectural and Design	\$ 736,278
Regional Construction Premium	\$ 614,668
Contingency	\$ 860,535
Management and Expenses	\$ 652,717
Inflation	\$ 3,940,963
Bond Fees	\$ 47,746



Total reinvestment: \$ 19,146,259

Cost of construction

West Brook High School

Current enrollment	2,321
Current capacity w/o portables	1,973
Current capacity w portables	2,362
Current replacement value:	\$43,059,439
FCI reported January 2007	60.9%
Total permanent square feet:	271,572
Total permanent classrooms:	132
Total portable classrooms:	20



Acreage: 105
School age: 51 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Investments at West Brook High School will include new roof installations, interior upgrades, installation of restroom exhaust fans, heating upgrades and the installation of emergency lighting in the school. This plan will include an addition that will allow the removal all portables and the construction of 6 new science classrooms. A new auditorium will be built to seat 1,500. A 20 classroom addition will be included to allow for 2,600 capacity. The parking and traffic conditions internal to the school will also be addressed. This plan includes upgrading the athletic field house.

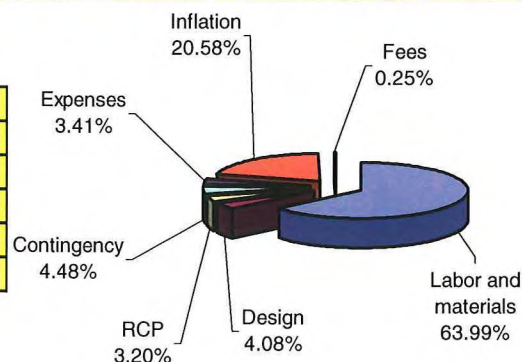
Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 4,528,103	Replace old roofs *
Doors and windows	\$ -	
Finishes	\$ 500,000	interior upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 391,621	Restroom exhaust fans * / heating upgrades / emergency lighting
Educational adequacy	\$ 22,400	Perimeter fencing
Sub-total	\$ 5,442,124	

Special projects	Investment	Comments
Cafeteria	\$ 720,000	Increase seating area *
Increase lighting in gyms	\$ 60,000	
Fix traffic and parking conditions	\$ 195,000	
Add science classrooms	\$ 1,700,000	State requirement 6 each
FF&E	\$ 204,000	For new science classrooms
Addition to remove portables	\$ 3,500,000	Remove all portables (26-6 science classrooms = 20)
Addition to increase capacity	\$ 3,500,000	20 classrooms; new capacity at 2600
Upgrade field house	\$ 1,600,000	From other facilities
New auditorium	\$ 5,250,000	From other facilities (1,500 seats)
Sub-total	\$ 16,729,000	

* Recommended by local contractors

Architectural and Design	\$ 1,415,188
Regional Construction Premium	\$ 1,108,556
Contingency	\$ 1,551,979
Management and Expenses	\$ 1,181,108
Inflation	\$ 7,131,268
Bond Fees	\$ 86,398

Total reinvestment: \$ 34,645,621



Cost of construction

Austin Middle School

Current enrollment	539
Current capacity w/o portables	552
Current capacity w portables	776
Current replacement value:	\$18,475,302
FCI reported January 2007	64.3%
Total permanent square feet:	103,383
Total permanent classrooms:	32
Total portable classrooms:	13



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 13.13
School age: 50 years old

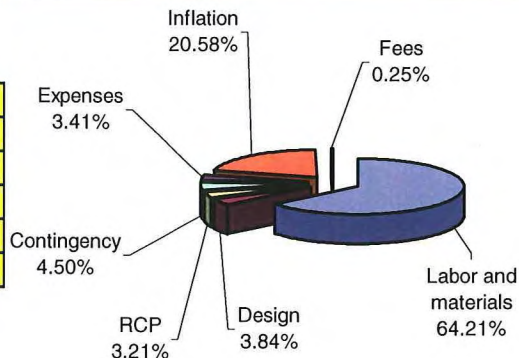
Austin has just had a new roof put on the building. The plan includes an expansion of the cafeteria and installing A/C in the woodshop area. A addition of 10 new classrooms and 3 science classrooms is also included. All portables should be sold and removed.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ 300,000	Interior upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 258,400	Restroom exhaust fans / pipe insulation
Educational adequacy	\$ -	
Sub-total	\$ 558,400	

Special projects	Investment	Comments
Expand cafeteria	\$ 160,000	Increase seating *
Add 3 science classrooms	\$ 850,000	State requirement
Addition to remove portables	\$ 1,450,000	Remove all portables (13-3 science classrooms = 10)
HVAC in woodshop	\$ 20,000	Install where none exist *
FF&E	\$ 266,200	
Sub-total	\$ 2,746,200	

* Recommended by local contractors

Architectural and Design	\$ 197,496
Regional Construction Premium	\$ 165,230
Contingency	\$ 231,322
Management and Expenses	\$ 175,439
Inflation	\$ 1,059,263
Bond Fees	\$ 12,833



Total reinvestment: \$ 5,146,183

Cost of construction

King Middle School

Current enrollment	432
Current capacity w/o portables	587
Current capacity w portables	587
Current replacement value:	\$22,074,711
FCI reported January 2007	18.2%
Total permanent square feet:	146,500
Total permanent classrooms:	34
Total portable classrooms:	0



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 10.25

School age: 10 years old

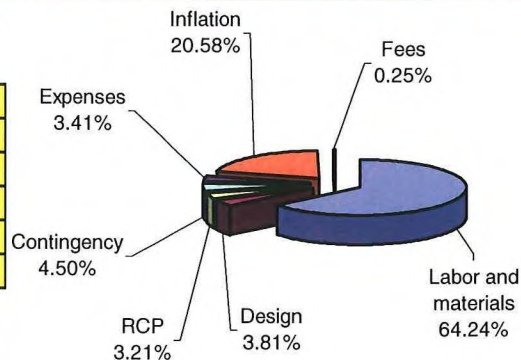
King has some existing roof leaks which will be addressed in this plan (District to check warranty). Also included is a 10 classroom addition to increase capacity.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 352,704	Repair existing leaks
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 352,704	

Special projects	Investment	Comments
Addition to increase enrollment capacity	\$ 1,015,000	7 Classrooms
Add 3 science classrooms	\$ 849,999	State requirement
Renovate Gym	\$ 937,500	Upgrades to entire facility
Renovate Auditorium	\$ 421,875	Upgrades to entire facility
FF&E	\$ 339,437	
Sub-total	\$ 3,563,811	

* Recommended by local contractors

Architectural and Design	\$ 232,510
Regional Construction Premium	\$ 195,826
Contingency	\$ 274,156
Management and Expenses	\$ 207,855
Inflation	\$ 1,254,984
Bond Fees	\$ 15,205



Total reinvestment: \$ 6,097,052

Cost of construction

Marshall Middle School

Current enrollment	793
Current capacity w/o portables	725
Current capacity w portables	828
Current replacement value:	\$14,667,788
FCI reported January 2007	82.2%
Total permanent square feet:	91,459
Total permanent classrooms:	42
Total portable classrooms:	6



Acreage: 15.21
School age: 45 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

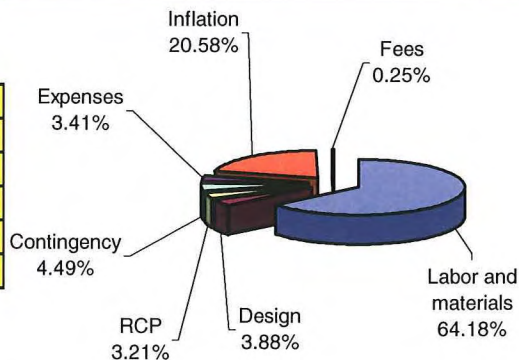
This plan includes replacing roofs, upgrading interiors and HVAC repairs. Also included is the addition of 5 science classrooms and the repairs of water infiltration issues. Add a 500 seat auditorium to the school. All portables should be removed from the site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 1,267,522	Replace old roofs
Doors and windows	\$ -	
Finishes	\$ 300,000	Interior upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 255,650	Restroom exhaust fans / pipe insulation
Educational adequacy	\$ -	
Sub-total	\$ 1,823,172	

Special projects	Investment	Comments
Fix water site drainage issues	\$ 75,000	
Addition for 5 science classrooms	\$ 1,416,667	
Add auditorium	\$ 1,750,000	500 seats
FF&E	\$ 380,000	
Sub-total	\$ 3,621,667	

* Recommended by local contractors

Architectural and Design	\$ 329,215
Regional Construction Premium	\$ 272,242
Contingency	\$ 381,139
Management and Expenses	\$ 289,235
Inflation	\$ 1,746,334
Bond Fees	\$ 21,158



Cost of construction

Total reinvestment: \$ 8,484,160

Smith Middle School

Current enrollment	372
Current capacity w/o portables	725
Current capacity w portables	725
Current replacement value:	\$24,499,845
FCI reported January 2007	66.6%
Total permanent square feet:	160,490
Total permanent classrooms:	42
Total portable classrooms:	0



Acreage: 21.37
School age: 55 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

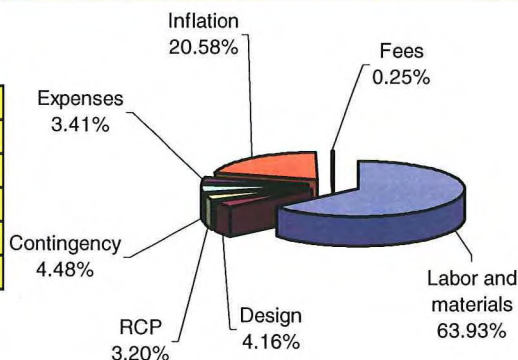
This plan includes replacing roofs, upgrading interiors and HVAC repairs. Also included is the addition of 5 science classrooms and the repairs of water infiltration issues. All portables should be removed from the site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 241,648	Replace old roofs
Doors and windows	\$ -	
Finishes	\$ 300,000	Interior upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 266,000	Restroom exhaust fans / pipe insulation
Educational adequacy	\$ 29,790	Perimeter fencing
Sub-total	\$ 837,438	

Special projects	Investment	Comments
No special projects	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ 54,433
Regional Construction Premium	\$ 41,872
Contingency	\$ 58,621
Management and Expenses	\$ 44,656
Inflation	\$ 269,625
Bond Fees	\$ 3,267



Total reinvestment: \$ 1,309,912

Cost of construction

South Park Middle School

Current enrollment	440
Current capacity w/o portables	518
Current capacity w portables	604
Current replacement value:	\$14,324,663
FCI reported January 2007	69.4%
Total permanent square feet:	103,579
Total permanent classrooms:	30
Total portable classrooms:	9



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 11.7

School age: 85 years old

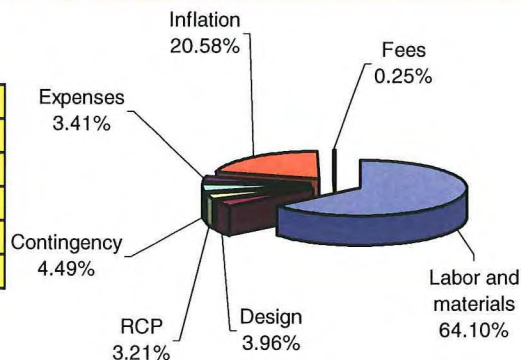
Build a new school on the South Park site keeping as much existing structure as possible.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish; save as much existing structure as possible.
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
New School	\$ 24,000,000	
FF&E	\$ 2,400,000	
Temporary facilities	\$ 150,000	
Relocation logistics	\$ 120,000	
Sub-total	\$ 26,670,000	

* Recommended by local contractors

Architectural and Design	\$ 1,680,000
Regional Construction Premium	\$ 1,358,500
Contingency	\$ 1,901,900
Management and Expenses	\$ 1,444,968
Inflation	\$ 8,724,396
Bond Fees	\$ 105,699



Total reinvestment: \$ 42,385,463

Operating capacity at completion 935
S. F. and Classrooms at completion 150,000 55

Cost of construction

Vincent Middle School

Current enrollment	910
Current capacity w/o portables	759
Current capacity w portables	863
Current replacement value:	\$16,788,428
FCI reported January 2007	83.8%
Total permanent square feet:	103,950
Total permanent classrooms:	44
Total portable classrooms:	6



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 25.27

School age: 47 years old

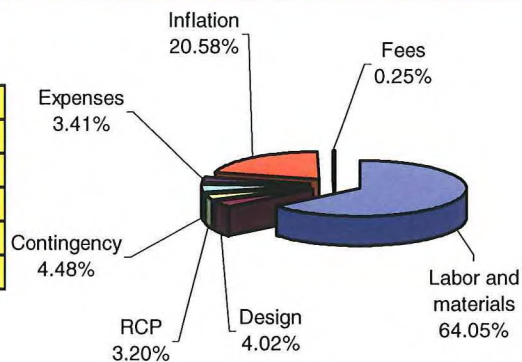
This plan includes replacing roofs, upgrading interiors and HVAC repairs. Also included is the addition of 4 science classrooms and 5 regular classrooms to eliminate portables.. All portables should be removed from the site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 1,933,628	Replace old roofs
Doors and windows	\$ -	
Finishes	\$ 300,000	Interior upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 262,428	Restroom exhaust fans / pipe insulation
Educational adequacy	\$ -	
Sub-total	\$ 2,496,056	

Special projects	Investment	Comments
Add 4 science classrooms	\$ 1,133,332	State requirement
Addition to remove portables	\$ 775,000	5 classroom addition
Add auditorium	\$ 1,750,000	500 seats
FF&E	\$ 213,500	
Sub-total	\$ 3,871,832	

* Recommended by local contractors

Architectural and Design	\$ 400,035
Regional Construction Premium	\$ 318,394
Contingency	\$ 445,752
Management and Expenses	\$ 338,943
Inflation	\$ 2,046,463
Bond Fees	\$ 24,794



Total reinvestment: \$ 9,942,270

Cost of construction

Odom Middle School

Current enrollment	751
Current capacity w/o portables	863
Current capacity w portables	932
Current replacement value:	\$17,517,975
FCI reported January 2007	70.0%
Total permanent square feet:	110,015
Total permanent classrooms:	50
Total portable classrooms:	4



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 17.54

School age: 39 years old

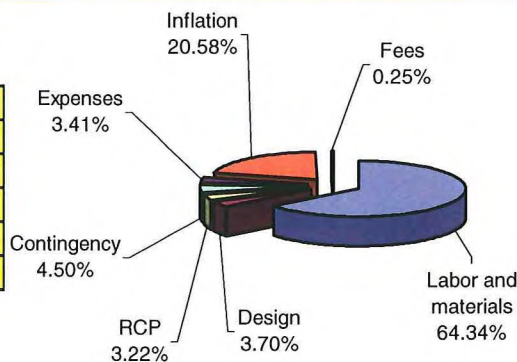
This plan includes replacing roofs, upgrading interiors, HVAC repairs and adding emergency lighting. Also included is the addition of 3 science classrooms and 2 regular classrooms to eliminate portables.. Add a 500 seat auditorium to the school. All portables should be removed from the site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 1,393,300	Replace old roofs
Doors and windows	\$ -	
Finishes	\$ 300,000	Interior upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 468,526	Restroom exhaust fans / pipe insulation / HVAC ductwork / emergency lighting
Educational adequacy	\$ -	
Sub-total	\$ 2,161,826	

Special projects	Investment	Comments
Add 3 science classrooms	\$ 1,133,332	State requirement
Addition to remove portables	\$ 290,000	Remove all portables (4-3 science = 1) 2 minim
Add auditorium	\$ 1,750,000	500 seats
FF&E	\$ 375,000	
Sub-total	\$ 3,548,332	

* Recommended by local contractors

Architectural and Design	\$ 327,935
Regional Construction Premium	\$ 285,508
Contingency	\$ 399,711
Management and Expenses	\$ 302,549
Inflation	\$ 1,826,724
Bond Fees	\$ 22,131



Total reinvestment: \$ 8,874,716

Operating capacity at completion 935
S. F. and Classrooms at completion 126,015 55

Cost of construction

Amelia Elementary School

Current enrollment	434
Current capacity w/o portables	396
Current capacity w portables	528
Current replacement value:	\$10,261,311
FCI reported January 2007	90.0%
Total permanent square feet:	65,019
Total permanent classrooms:	24
Total portable classrooms:	8



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 22.6
School age: 94 years old

The Amelia school will be demolished and a new school will be built on the same site. The portables should be removed from this site.

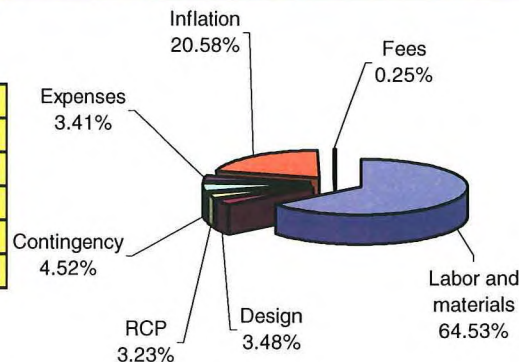
This plan includes new furniture for the new school.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
New Construction	\$ 14,250,000	New school on Amelia site
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 71,250	Cost associated with moving from one building to another
Furniture, fixtures and equip.	\$ 1,425,000	For new construction
Sub-total	\$ 15,896,250	

* Recommended by local contractors

Architectural and Design	\$ 885,000
Regional Construction Premium	\$ 819,813
Contingency	\$ 1,147,738
Management and Expenses	\$ 866,196
Inflation	\$ 5,229,899
Bond Fees	\$ 63,362



Total reinvestment: \$ 25,408,257

Cost of construction

Bingman Elementary School

Current enrollment	229
Current capacity w/o portables	363
Current capacity w portables	495
Current replacement value:	\$8,503,963
FCI reported January 2007	68.0%
Total permanent square feet:	44,256
Total permanent classrooms:	22
Total portable classrooms:	8



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 8.6
School age: 55 years old

Consolidate Bingman with Blanchette and build a new school on the Blanchette site. The portables should be removed from this site.

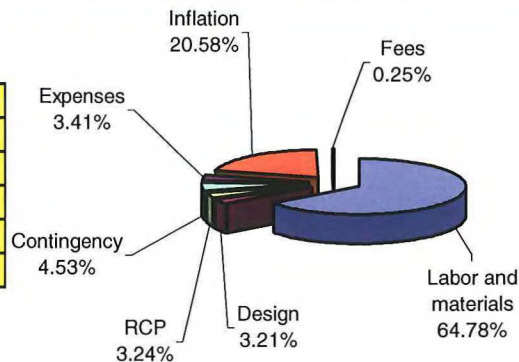
Southerland will move into the Bingman school once the consolation is complete.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 723,912	Roofing covering
Doors and windows	\$ -	
Finishes	\$ 110,069	Interior improvements
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 151,624	Exhaust / ventilation / duckwork cleaning
Educational adequacy	\$ -	
Sub-total	\$ 985,605	

Special projects	Investment	Comments
Interior changes	\$ 200,000	Interior changes for Head Start program
Furniture, fixtures and equip.	\$ 250,000	For new construction
Sub-total	\$ 450,000	

* Recommended by local contractors

Architectural and Design	\$ 71,136
Regional Construction Premium	\$ 71,780
Contingency	\$ 100,492
Management and Expenses	\$ 75,556
Inflation	\$ 456,188
Bond Fees	\$ 5,527



Total reinvestment: \$ 2,216,284

Cost of construction

Blanchette Elementary School

Current enrollment	234
Current capacity w/o portables	413
Current capacity w portables	413
Current replacement value:	\$7,515,762
FCI reported January 2007	80.9%
Total permanent square feet:	47,974
Total permanent classrooms:	25
Total portable classrooms:	0



Acreage: 6.7
School age: 69 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Consolidate Blanchette with Bingman and build a new school on the Blanchette site. The portables should be removed from this site. This plan includes new furniture for the new school.

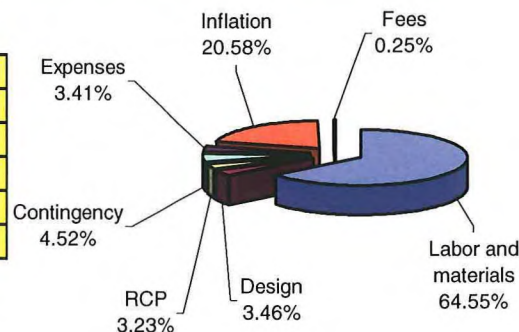
Blanchette will be demolished with the exception of the Gym.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish the existing Blanchette; retain existing gym.
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
Land acquisition	\$ 75,000	Purchase an additional 5 acres
New school	\$ 11,250,000	550 operating capacity
Temporary facilities	\$ 150,000	Cost associated with moving from one building to another
Relocation logistics	\$ 45,250	Interior changes for Head Start program
Furniture, fixtures and equip.	\$ 1,125,000	New furniture for new school
Sub-total	\$ 12,645,250	

* Recommended by local contractors

Architectural and Design	\$ 705,000
Regional Construction Premium	\$ 657,263
Contingency	\$ 920,168
Management and Expenses	\$ 694,246
Inflation	\$ 4,191,701
Bond Fees	\$ 50,784



Total reinvestment: \$ 20,364,410

Cost of construction

Caldwood Elementary School

Current enrollment	562
Current capacity w/o portables	429
Current capacity w portables	743
Current replacement value:	\$7,901,974
FCI reported January 2007	79.5%
Total permanent square feet:	44,039
Total permanent classrooms:	26
Total portable classrooms:	19



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 8
School age: 49 years old

The Caldwood school will be demolished and a new school will be built on the same site. The portables should be removed from this site.

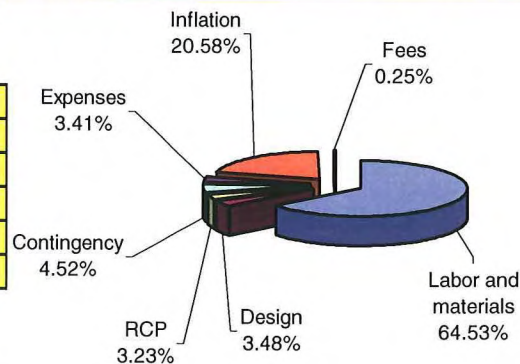
This plan includes new furniture for the new school.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
New Construction	\$ 14,250,000	New school
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 71,250	Cost associated with moving from one building to another
FF&E	\$ 1,425,000	For new construction
Sub-total	\$ 15,896,250	

* Recommended by local contractors

Architectural and Design	\$ 885,000
Regional Construction Premium	\$ 819,813
Contingency	\$ 1,147,738
Management and Expenses	\$ 866,196
Inflation	\$ 5,229,899
Bond Fees	\$ 63,362



Total reinvestment: \$ 25,408,257

Cost of construction

Curtis Elementary School

Current enrollment	569
Current capacity w/o portables	347
Current capacity w portables	528
Current replacement value:	\$7,085,377
FCI reported January 2007	78.9%
Total permanent square feet:	44,516
Total permanent classrooms:	21
Total portable classrooms:	11



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 16.7
School age: 51 years old

The Curtis school will be demolished and a new school will be built on the same site. The portables should be removed from this site.

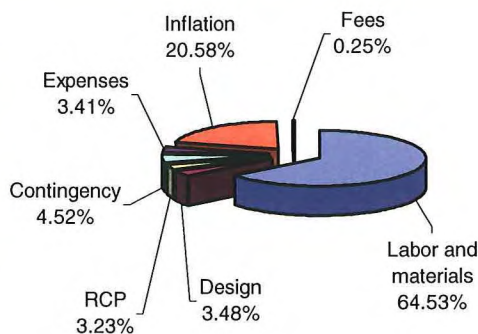
Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
New Construction	\$ 14,250,000	New school
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 71,250	Cost associated with moving from one building to another
FF&E	\$ 1,425,000	For new construction
Sub-total	\$ 15,896,250	

* Recommended by local contractors

Architectural and Design	\$ 885,000
Regional Construction Premium	\$ 819,813
Contingency	\$ 1,147,738
Management and Expenses	\$ 866,196
Inflation	\$ 5,229,899
Bond Fees	\$ 63,362

Total reinvestment: \$ 25,408,257



Cost of construction

Dishman Elementary School

Current enrollment	669
Current capacity w/o portables	726
Current capacity w portables	726
Current replacement value:	\$12,321,959
FCI reported January 2007	17.2%
Total permanent square feet:	83,314
Total permanent classrooms:	44
Total portable classrooms:	0



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 31.4
School age: 8 years old

Add new gym.

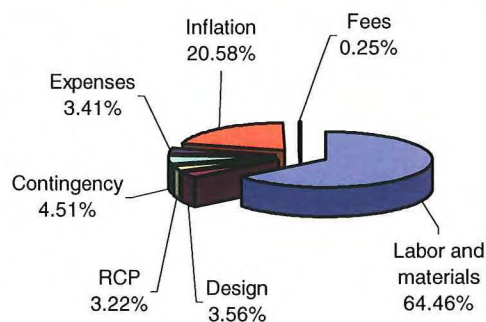
Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 5,632	Repair leak around skylight
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 7,560	Increase lighting in library
Educational adequacy	\$ -	
Sub-total	\$ 13,192	

Special projects	Investment	Comments
Gymnasium	\$ 1,125,000	New 7500 sf gym
Seating	\$ 97,500	650 linear feet of bench seating
Sub-total	\$ 1,222,500	

* Recommended by local contractors

Architectural and Design	\$ 68,292
Regional Construction Premium	\$ 61,785
Contingency	\$ 86,498
Management and Expenses	\$ 65,352
Inflation	\$ 394,581
Bond Fees	\$ 4,780

Total reinvestment: \$ 1,916,980



Cost of construction

Dunbar Elementary School

Current enrollment	436
Current capacity w/o portables	462
Current capacity w portables	512
Current replacement value:	\$12,057,791
FCI reported January 2007	68.6%
Total permanent square feet:	75,268
Total permanent classrooms:	28
Total portable classrooms:	3



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 8.3
School age: 50 years old

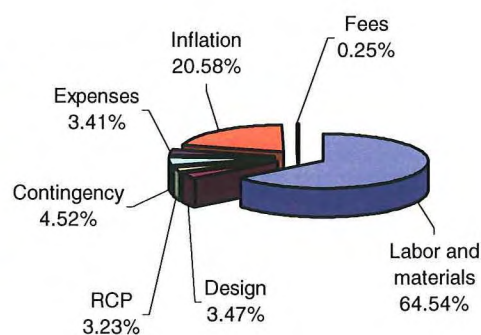
Consolidate Ogden and Dunbar at a new school built at the Dunbar site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
Land Acquisition	\$ 60,000	Increase capacity
New Construction	\$ 14,250,000	Combine Ogden at Dunbar into New school
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 71,250	Cost associated with moving from one building to another
FF&E	\$ 1,425,000	For new construction
Sub-total	\$ 15,956,250	

* Recommended by local contractors

Architectural and Design	\$ 885,000
Regional Construction Premium	\$ 822,813
Contingency	\$ 1,151,938
Management and Expenses	\$ 869,220
Inflation	\$ 5,248,157
Bond Fees	\$ 63,583



Total reinvestment: \$ 25,496,961

Cost of construction

Fehl Elementary School

Current enrollment	342
Current capacity w/o portables	363
Current capacity w portables	363
Current replacement value:	\$7,609,150
FCI reported January 2007	61.2%
Total permanent square feet:	40,765
Total permanent classrooms:	22
Total portable classrooms:	8



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 5.7
School age: 55 years old

Consolidate Fehl with Price and build a new school on the Fehl site. This plan includes new furniture for the new school. Limited site acreage need to be addressed by the district.

Fehl will be demolished.

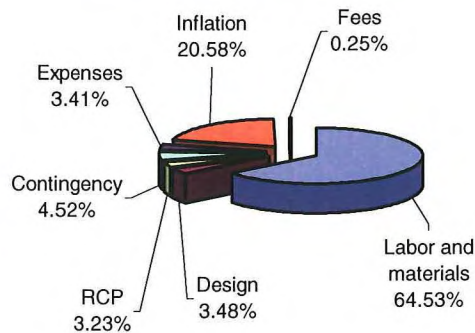
Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish existing Fehl
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
New Construction	\$ 14,250,000	New school
Land Acquisition	\$ -	Land from Transportation/Milam (1 Acre available)
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 71,250	Cost associated with moving from one building to another
FF&E	\$ 1,425,000	For new construction
Sub-total	\$ 15,896,250	

* Recommended by local contractors

Architectural and Design	\$ 885,000
Regional Construction Premium	\$ 819,813
Contingency	\$ 1,147,738
Management and Expenses	\$ 866,196
Inflation	\$ 5,229,899
Bond Fees	\$ 63,362

Total reinvestment: \$ 25,408,257



Cost of construction

Field Elementary School

Current enrollment	322
Current capacity w/o portables	347
Current capacity w portables	396
Current replacement value:	\$6,843,709
FCI reported January 2007	78.1%
Total permanent square feet:	44,834
Total permanent classrooms:	21
Total portable classrooms:	3



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 10.3
School age: 55 years old

Consolidate Field with French and build a new school on the French site. The portables should be removed from this site.

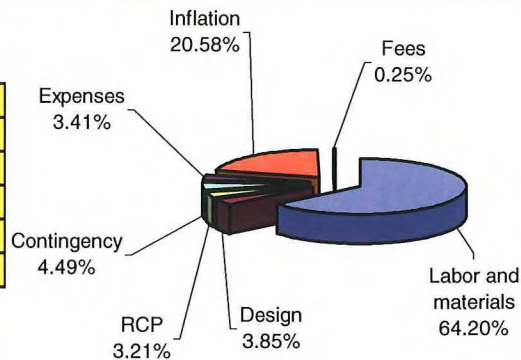
The current Annex will move to the Field site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
Interior changes	\$ 200,000	Required changes
Sub-total	\$ 200,000	

* Recommended by local contractors

Architectural and Design	\$ 12,000
Regional Construction Premium	\$ 10,000
Contingency	\$ 14,000
Management and Expenses	\$ 10,620
Inflation	\$ 64,121
Bond Fees	\$ 777



Total reinvestment: \$ 311,518

Cost of construction

Fletcher Elementary School

Current enrollment	698
Current capacity w/o portables	330
Current capacity w portables	611
Current replacement value:	\$9,372,994
FCI reported January 2007	70.6%
Total permanent square feet:	44,037
Total permanent classrooms:	20
Total portable classrooms:	17



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 8
School age: 24 years old

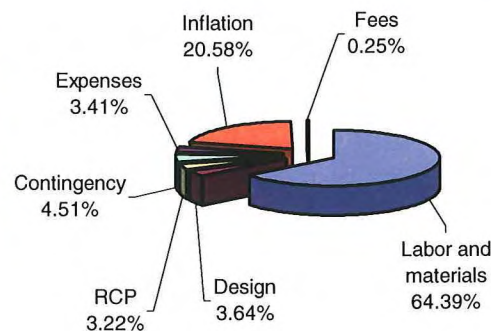
Maintain existing facility. Replace 17 portables with a 20 classroom addition. All portables to be removed from this site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 842,021	Replace roof on main building
Doors and windows	\$ -	
Finishes	\$ 349,559	Interior changes
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 199,523	Ductwork cleaning / ventilation / exhaust / emergency lighting
Educational adequacy	\$ 439,221	Increased lighting/ Busline canopy/ Bus & Car Drop-off area/ Playground canopy/Pave play area
Sub-total	\$ 1,830,324	

Special projects	Investment	Comments
20 classroom addition	\$ 2,900,000	Increase capacity
FF&E	\$ 290,000	
Sub-total	\$ 3,190,000	

* Recommended by local contractors

Architectural and Design	\$ 283,819
Regional Construction Premium	\$ 251,016
Contingency	\$ 351,423
Management and Expenses	\$ 265,796
Inflation	\$ 1,604,818
Bond Fees	\$ 19,443



Total reinvestment: \$ 7,796,640

Cost of construction

French Elementary School

Current enrollment	415
Current capacity w/o portables	512
Current capacity w portables	528
Current replacement value:	\$12,303,935
FCI reported January 2007	59.8%
Total permanent square feet:	84,338
Total permanent classrooms:	31
Total portable classrooms:	1



Acreage: 13.3
School age: 51 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Consolidate French with Field and build a new school on the French site. The portables should be removed from this site. This plan includes new furniture for the new school.

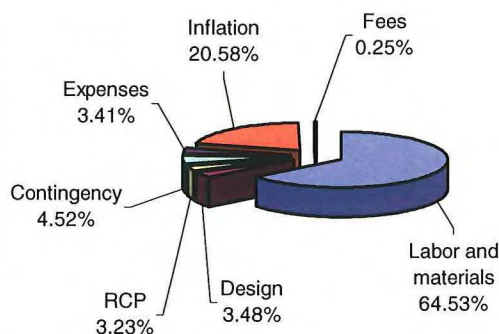
French will be demolished. Existing gym will be retained.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish the existing French retain existing gym.
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ 136,080	Additional lighting in classrooms
Sub-total	\$ 636,080	

Special projects	Investment	Comments
New Construction	\$ 13,125,000	New school using existing gym
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 65,625	Cost associated with moving from one building to another
FF&E	\$ 1,312,500	
Sub-total	\$ 14,653,125	

* Recommended by local contractors

Architectural and Design	\$ 825,665
Regional Construction Premium	\$ 764,460
Contingency	\$ 1,070,244
Management and Expenses	\$ 807,731
Inflation	\$ 4,876,899
Bond Fees	\$ 59,086



Total reinvestment: \$ 23,693,290

Cost of construction

Guess Elementary School

Current enrollment	716
Current capacity w/o portables	792
Current capacity w portables	858
Current replacement value:	\$12,694,492
FCI reported January 2007	46.8%
Total permanent square feet:	83,865
Total permanent classrooms:	48
Total portable classrooms:	4



Acreage: 15.8
School age: 22 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

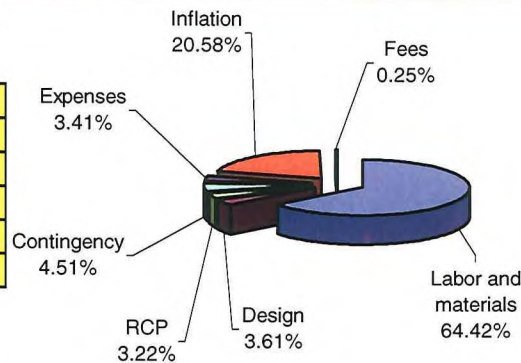
March 2007

Maintain existing facility. Replace 4 portables with a 5 classroom addition. All portables to be removed from this site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 16,788	Repair leak at the expansion joint at gym and A Wing
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 90,759	Clean ductwork/ Exhaust fans/ Emer. Lighting
Educational adequacy	\$ 182,520	Classroom lighting/ Playground canopy
Sub-total	\$ 290,067	
Special projects	Investment	Comments
5 classroom addition	\$ 725,000	Increase capacity
FF&E	\$ 72,500	
Sub-total	\$ 797,500	

* Recommended by local contractors

Architectural and Design	\$ 60,904
Regional Construction Premium	\$ 54,378
Contingency	\$ 76,130
Management and Expenses	\$ 57,554
Inflation	\$ 347,499
Bond Fees	\$ 4,210



Total reinvestment: \$ 1,688,242

Cost of construction

Homer Elementary School

Current enrollment	418
Current capacity w/o portables	594
Current capacity w portables	594
Current replacement value:	\$15,473,912
FCI reported January 2007	28.6%
Total permanent square feet:	58,128
Total permanent classrooms:	36
Total portable classrooms:	0



Acreage: 12.8
School age: 18 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

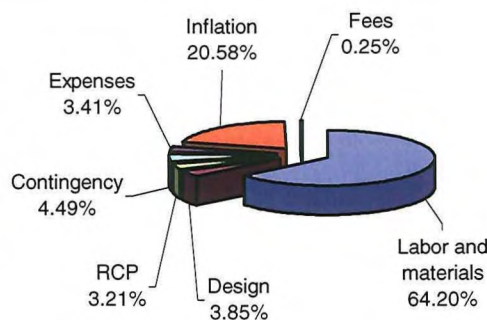
March 2007

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ 193,860	Increased classroom lighting/ Playground canopy
Sub-total	\$ 193,860	

Special projects	Investment	Comments
No special projects	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ 11,632
Regional Construction Premium	\$ 9,693
Contingency	\$ 13,570
Management and Expenses	\$ 10,294
Inflation	\$ 62,153
Bond Fees	\$ 753



Total reinvestment: \$ 301,954

Cost of construction

Lucas Elementary School

Current enrollment	358
Current capacity w/o portables	429
Current capacity w portables	528
Current replacement value:	\$8,348,549
FCI reported January 2007	87.4%
Total permanent square feet:	52,806
Total permanent classrooms:	26
Total portable classrooms:	6



Acreage: 8.8
School age: 51 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Consolidate Lucas with Martin and build a new school on the Martin site.

Pathways to move into Lucas site.

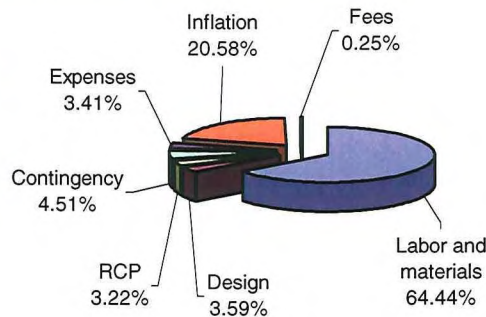
Portables to be removed.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 1,009,692	Replace old roofs on main building
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 5,929	Restroom exhaust fans
Educational adequacy	\$ 71,820	Increased classroom lighting
Sub-total	\$ 1,087,441	

Special projects	Investment	Comments
Interior changes	\$ 200,000	Interior changes for Pathways occupancy
FF&E	\$ 100,000	Allowance for move to different building
Sub-total	\$ 300,000	

* Recommended by local contractors

Architectural and Design	\$ 77,246
Regional Construction Premium	\$ 69,372
Contingency	\$ 97,121
Management and Expenses	\$ 73,403
Inflation	\$ 443,192
Bond Fees	\$ 5,369



Total reinvestment: \$ 2,153,145

Cost of construction

Martin Elementary School

Current enrollment	520
Current capacity w/o portables	660
Current capacity w portables	743
Current replacement value:	\$14,084,805
FCI reported January 2007	70.3%
Total permanent square feet:	93,867
Total permanent classrooms:	40
Total portable classrooms:	5



Acreage: 12.5
School age: 55 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

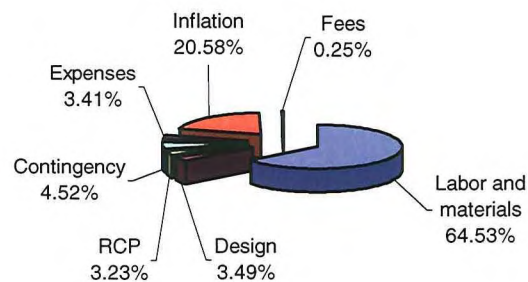
Demolish Martin and retain existing gym and auditorium.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish existing Martin; Retain existing Gym & Auditorium
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
New School	\$ 13,125,000	Combine Lucas at Martin for New School
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 65,625	Cost associated with moving from one building to another
FF&E	\$ 1,312,500	New furniture for new school
Site drainage	\$ 150,000	Water Drainage
Sub-total	\$ 14,803,125	

* Recommended by local contractors

Architectural and Design	\$ 826,500
Regional Construction Premium	\$ 765,156
Contingency	\$ 1,071,219
Management and Expenses	\$ 808,470
Inflation	\$ 4,881,362
Bond Fees	\$ 59,140



Total reinvestment: \$ 23,714,972

Cost of construction

Ogden Elementary School

Current enrollment	356
Current capacity w/o portables	396
Current capacity w portables	495
Current replacement value:	\$11,394,455
FCI reported January 2007	67.7%
Total permanent square feet:	54,729
Total permanent classrooms:	24
Total portable classrooms:	6

**Fact Sheet (v.2)****Community Bond
Advisory Committee
Recommendation****March 2007**

Acreage: 3.8

School age: 95 years old

Consolidate Ogden to move to Dunbar. District to find someone to purchase or find a use for the vacated Ogden facility. Assumption is that the proceeds will offset any cost associated with closing this school.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
	\$ -	
	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ -

Total reinvestment: \$ -

Pietzsch-MacArthur Elementary School

Current enrollment	970
Current capacity w/o portables	1287
Current capacity w portables	1287
Current replacement value:	\$27,263,629
FCI reported January 2007	19.8%
Total permanent square feet:	182,000
Total permanent classrooms:	78
Total portable classrooms:	0



Acreage: 13.8
School age: 99 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

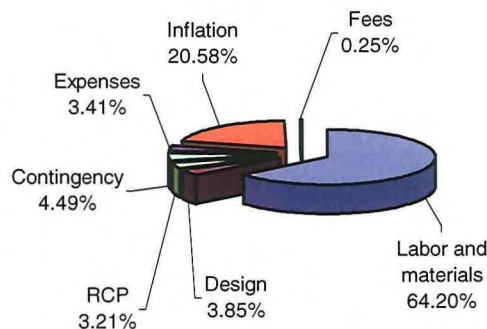
This plan includes repairs to metal roofs, cleaning ductwork, installing exhaust fans, increased library lighting and the installation of the playground canopy.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 18,543	Roof covering on metal roofs
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 96,695	Ductwork cleaning/ Exhaust fans
Educational adequacy	\$ 61,560	Increased library lighting/ Playground Canopy
Sub-total	\$ 176,798	

Special projects	Investment	Comments
No projects	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ 10,608
Regional Construction Premium	\$ 8,840
Contingency	\$ 12,376
Management and Expenses	\$ 9,388
Inflation	\$ 56,682
Bond Fees	\$ 687



Total reinvestment: \$ 275,379

Cost of construction

Price Elementary School

Current enrollment	221
Current capacity w/o portables	363
Current capacity w portables	363
Current replacement value:	\$7,626,217
FCI reported January 2007	62.8%
Total permanent square feet:	52,511
Total permanent classrooms:	22
Total portable classrooms:	0



Acreage: 3.8
School age: 50 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Consolidate Price with Fehl and build a new school on the Fehl site. District to find someone to purchase or find a use for the Price site. Assumption is that the proceeds will offset any cost associated with closing this school.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
No projects	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ -

Total reinvestment: \$ -

Regina Howell Elementary School

Current enrollment	755
Current capacity w/o portables	512
Current capacity w portables	693
Current replacement value:	\$7,983,600
FCI reported January 2007	72.5%
Total permanent square feet:	51,349
Total permanent classrooms:	31
Total portable classrooms:	11



Acreage: 8
School age: 44 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Regina Howell Elementary School rebuilt new on existing site.

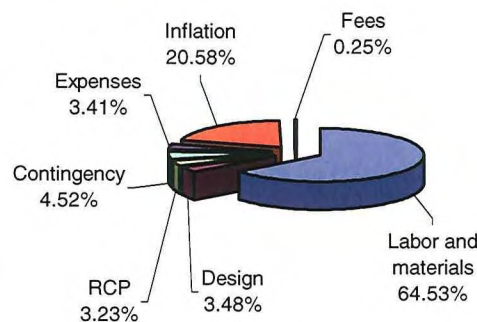
Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
New Construction	\$ 14,250,000	New school
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 71,250	Cost associated with moving from one building to another
FF&E	\$ 1,425,000	For new construction
Sub-total	\$ 15,896,250	

* Recommended by local contractors

Architectural and Design	\$ 885,000
Regional Construction Premium	\$ 819,813
Contingency	\$ 1,147,738
Management and Expenses	\$ 866,196
Inflation	\$ 5,229,899
Bond Fees	\$ 63,362

Total reinvestment: \$ 25,408,257



Cost of construction

Administrative Annex

Current enrollment	NA
Current capacity w/o portables	NA
Current capacity w portables	NA
Current replacement value:	\$3,373,926
FCI reported January 2007	66.5%
Total permanent square feet:	17,000
Total permanent classrooms:	NA
Total portable classrooms:	2



Acreage: 8.9
School age: 56 Years old

Fact Sheet (v.2)**Community Bond
Advisory Committee
Recommendation****March 2007**

No reinvestment at this time.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
	\$ -	
	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ -

Administration Building

Current enrollment	NA
Current capacity w/o portables	NA
Current capacity w portables	NA
Current replacement value:	\$7,617,802
FCI reported January 2007	66.5%
Total permanent square feet:	51,982
Total permanent classrooms:	NA
Total portable classrooms:	NA

**Fact Sheet (v.2)**
**Community Bond
Advisory Committee
Recommendation**
March 2007

Acreage: 8

School age: 58 Years old

No reinvestment at this time.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
	\$ -	
	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ -

Agriculture Farm

Current enrollment	50-60
Current capacity w/o portables	NA
Current capacity w portables	NA
Current replacement value:	\$216,543
FCI reported January 2007	
Total permanent square feet:	6,000
Total permanent classrooms:	NA
Total portable classrooms:	NA



Acreage: NA

School age: NA

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

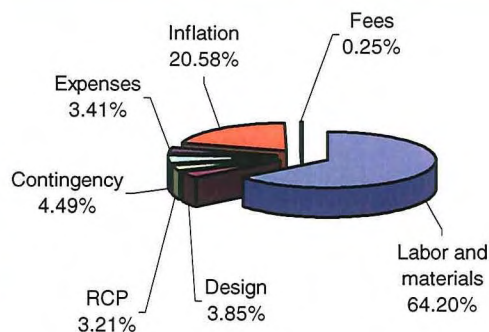
Upgrade greenhouse and the barn. Add Show-arena and storage. Upgrade existing parking and driveway.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ 21,094	Greenhouse and barn upgrades
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 21,094	

Special projects	Investment	Comments
Show-Arena and Storage	\$ 20,000	
Improve Parking and Driveway	\$ 10,000	
Sub-total	\$ 30,000	

* Recommended by local contractors

Architectural and Design	\$ 3,066
Regional Construction Premium	\$ 2,555
Contingency	\$ 3,577
Management and Expenses	\$ 2,713
Inflation	\$ 16,381
Bond Fees	\$ 198



Cost of construction

Operating capacity at completion	NA	
S. F. and Classrooms at completion	6,000	NA

Brown Alternative

Current enrollment	192
Current capacity w/o portables	328
Current capacity w portables	328
Current replacement value:	\$6,676,710
FCI reported January 2007	69.0%
Total permanent square feet:	42,594
Total permanent classrooms:	19
Total portable classrooms:	0



Acreage: NA
School age: 55 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

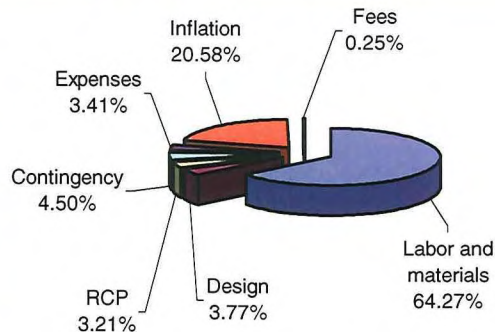
Replace the roofs on the main building and the gymnasium. Building a new 1400sf Library.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 638,321	Roof replacements/ repairs / Gym/ C Wing and the Main building
Doors and windows	\$ -	
Finishes	\$ 120,085	5 Year Plan requirements
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 3,388	Exhaust fans
Educational adequacy	\$ -	
Sub-total	\$ 761,794	

Special projects	Investment	Comments
Library	\$ 210,000	New 1400sf Library
FF&E	\$ 21,000	Furnishing & fixtures
Sub-total	\$ 231,000	

* Recommended by local contractors

Architectural and Design	\$ 58,308
Regional Construction Premium	\$ 49,640
Contingency	\$ 69,496
Management and Expenses	\$ 52,661
Inflation	\$ 317,953
Bond Fees	\$ 3,852



Cost of construction

Multi-purpose Facility



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

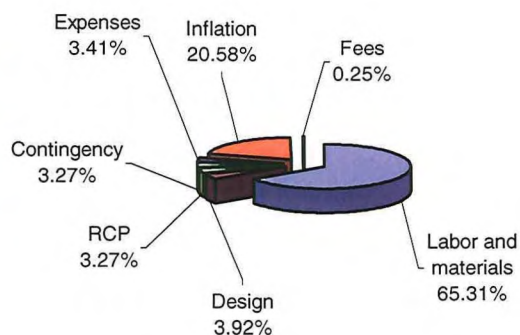
March 2007

New multipurpose facility will include dressing rooms, showers and a natatorium. It will need to be decided during design if this field will be used for both football and soccer. The seating capacity is 10,200 with park of 2575 spaces. 100 acres of land will be purchased to allow for future expansion.

Break-out of costs	Investment	Comments
Football stadium	\$ 12,956,864	Includes press-box, restrooms and concession
Field house	\$ 1,120,000	Changing rooms, lockers and showers
Natatorium	\$ 6,465,501	
Scoreboard	\$ 100,000	
Turf field	\$ 1,293,100	
Land acquisition	\$ 1,100,000	100 acres for stadium and future expansion
Utilities	\$ 258,620	Bring utilities to site
Parking	\$ 3,605,000	2,575 spaces
Sub-total	\$ 26,899,085	

* Recommended by local contractors

Architectural and Design	\$ 1,613,945
Regional Construction Premium	\$ 1,344,954
Contingency	\$ 1,344,954
Management and Expenses	\$ 1,404,132
Inflation	\$ 8,477,838
Bond Fees	\$ 102,712



Total reinvestment: \$ 41,187,621

Cost of construction

Oaks Special Education

Current enrollment	
Current capacity w/o portables	
Current capacity w portables	
Current replacement value:	\$4,031,235
FCI reported January 2007	18.0%
Total permanent square feet:	27,880
Total permanent classrooms:	
Total portable classrooms:	0



Acreage: 2.7
School age: 21 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

No reinvestment at this time.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
	\$ -	
	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ -

Pathways Alternative

Current enrollment	228
Current capacity w/o portables	276
Current capacity w portables	276
Current replacement value:	\$3,708,769
FCI reported January 2007	66.6%
Total permanent square feet:	23,340
Total permanent classrooms:	16
Total portable classrooms:	0



Acreage: 4.7
School age: 81 years old

Fact Sheet (v.2)
**Community Bond
Advisory Committee
Recommendation**
March 2007

Pathways moves to Lucas. Assumption is that the proceeds from selling this property will offset any cost associated with closing this school.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
Move and move management	\$ 75,000	Cost associated with moving from one building to another
Sub-total	\$ 75,000	

** Recommended by local contractors*

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ 188

Total reinvestment: \$ 75,188

Cost of construction

Planetarium

Current enrollment	NA
Current capacity w/o portables	NA
Current capacity w portables	NA
Current replacement value:	\$752,458
FCI reported January 2007	51.0%
Total permanent square feet:	5,204
Total permanent classrooms:	NA
Total portable classrooms:	NA



Acreage: 1
School age: 20 years old

Fact Sheet (v.2)
**Community Bond
Advisory Committee
Recommendation**
March 2007

Replace roof.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
	\$ -	
	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ -

Southerland (Head Start program)

Current enrollment	523
Current capacity w/o portables	155
Current capacity w portables	776
Current replacement value:	\$5,534,596
FCI reported January 2007	85.0%
Total permanent square feet:	15,890
Total permanent classrooms:	9
Total portable classrooms:	36

**Fact Sheet (v.2)****Community Bond
Advisory Committee
Recommendation****March 2007**

Acreage: 5.3

School age: 49 years old

Relocate Southerland (Headstart Program) to Bingman. District to find someone to purchase or find a use for the Southerland site.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
Move and move management	\$ 75,000	Cost associated with moving from one building to another
Sub-total	\$ 75,000	

* Recommended by local contractors

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ 188

Total reinvestment: \$ 75,188

Taylor Career Center

Current enrollment	NA
Current capacity w/o portables	621
Current capacity w portables	621
Current replacement value:	\$11,514,035
FCI reported January 2007	41.8%
Total permanent square feet:	85,936
Total permanent classrooms:	36
Total portable classrooms:	0



Acreage: 2.7
School age: 21 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

There appears to be some issues with the new roof on this school. This work should be under warranty.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	Roof Coverings (Should be under warranty)
Doors and windows	\$ -	
Finishes	o	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ -	

Special projects	Investment	Comments
Not special projects	\$ -	
	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ -
Regional Construction Premium	\$ -
Contingency	\$ -
Management and Expenses	\$ -
Inflation	\$ -
Bond Fees	\$ -

Transportation/ Milam

Current enrollment	NA
Current capacity w/o portables	NA
Current capacity w portables	NA
Current replacement value:	\$852,953
FCI reported January 2007	40.6%
Total permanent square feet:	3,116
Total permanent classrooms:	NA
Total portable classrooms:	1



Acreage: NA
School age: 48 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

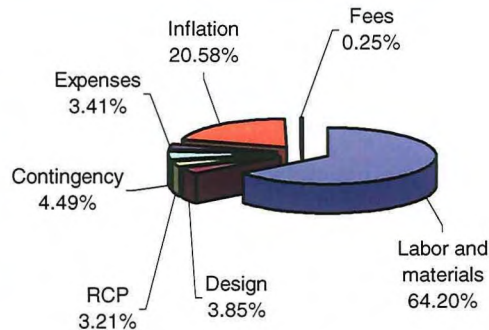
Allow a portion of new construction at Fehl to be built on this site. Replace roofing.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 10,458	Roof covering
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 10,458	

Special projects	Investment	Comments
	\$ -	
	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ 627
Regional Construction Premium	\$ 523
Contingency	\$ 732
Management and Expenses	\$ 555
Inflation	\$ 3,353
Bond Fees	\$ 41



Cost of construction

Summary of all alternates				Version 2
School	Existing facilities	Special projects	Other costs	Total
Renovation of school restrooms (Alternate)	\$ 9,288,503	\$ -	\$ 5,179,179	\$ 14,467,682
Marshall Middle School (Alternate)	\$ 500,000	\$ 26,670,000	\$ 15,606,650	\$ 42,776,650
Regina Howell Elementary School (Alternate)	\$ 1,598,612	\$ 2,392,500	\$ 2,208,179	\$ 6,199,291
Dunbar Elementary School (Alternate)	\$ 6,340,217	\$ 797,500	\$ 3,974,180	\$ 11,111,897
Ogden Elementary School (Alternate)	\$ 5,955,619	\$ 1,595,000	\$ 2,180,536	\$ 9,731,155
South Park Middle School (Alternate)	\$? 1,823,172	\$? 3,621,667	\$? 4,198,668	\$ 9,643,507 <i>21,812,598</i>
West Brook Stadium (Alternate)	\$ 5,396,480	\$ -	\$ 2,866,559	\$ 8,263,039
Ozen Stadium (Alternate)	\$ 7,053,789	\$ 100,000	\$ 3,800,024	\$ 10,953,813
Babe Zaharias Stadium (Alternate)	\$ 988,589	\$ -	\$ 538,178	\$ 1,526,767

Renovation of school restrooms (Alternate)

Fact Sheet (v.2)

Total number of restrooms	159
High Schools	45
Middle Schools	27
Elementary Schools	75
Other facilities	12

Community Bond Advisory Committee Recommendation

March 2007

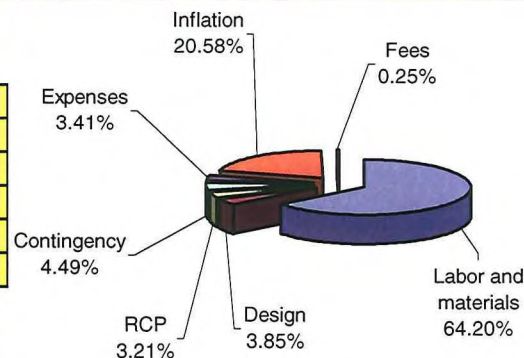
The total number restrooms above include only restrooms needing renovation and do not include renovations in administrative facilities or facilities that are being recommended for replacement. Does not include renovations for recently built schools, administrative facilities etc.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 116,324	Demolition
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ 4,494,812	Wall repairs and clean-up
Specialties and equipment	\$ 2,317,107	Accessories
Elevators	\$ -	
Mechanical and electrical	\$ 2,360,260	Plumbing fixtures
Educational adequacy	\$ -	
Sub-total	\$ 9,288,503	

Special projects	Investment	Comments
No special projects	\$ -	
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ 557,310
Regional Construction Premium	\$ 464,425
Contingency	\$ 650,195
Management and Expenses	\$ 493,220
Inflation	\$ 2,977,950
Bond Fees	\$ 36,079



Total reinvestment: \$ 14,467,682

Cost of construction

Marshall Middle School (Alternate)

Current enrollment	793
Current capacity w/o portables	725
Current capacity w portables	828
Current replacement value:	\$14,667,788
FCI reported January 2007	82.2%
Total permanent square feet:	91,459
Total permanent classrooms:	42
Total portable classrooms:	6



Acreage: 15.21
School age: 45 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Marshall Middle School rebuilt new on existing site.

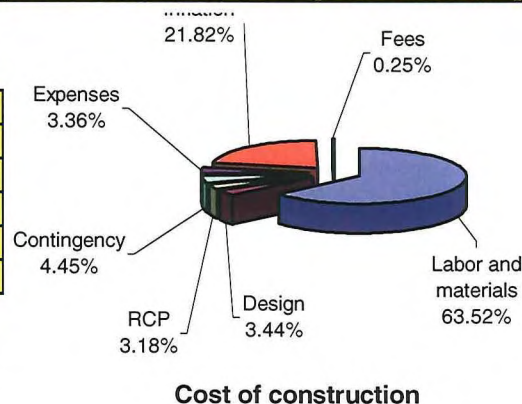
Existing facility repairs	Investment	Comments
Site work and concrete	\$ 500,000	Demolish; save as much existing structure as possible.
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ -	
Doors and windows	\$ -	
Finishes	\$ -	
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ -	
Educational adequacy	\$ -	
Sub-total	\$ 500,000	

Special projects	Investment	Comments
New Construction	\$ 24,000,000	New school
FF&E	\$ 2,400,000	For new construction
Temporary facilities	\$ 150,000	Cost associated with housing students during construction
Relocation logistics	\$ 120,000	Cost associated with moving from one building to another
Sub-total	\$ 26,670,000	

* Recommended by local contractors

Architectural and Design	\$ 1,470,000
Regional Construction Premium	\$ 1,358,500
Contingency	\$ 1,901,900
Management and Expenses	\$ 1,435,518
Inflation	\$ 9,334,057
Bond Fees	\$ 106,675

Total reinvestment: \$ 42,776,650



Regina Howell Elementary School (Alternate)

Current enrollment	755
Current capacity w/o portables	512
Current capacity w portables	693
Current replacement value:	\$7,983,600
FCI reported January 2007	72.5%
Total permanent square feet:	51,349
Total permanent classrooms:	31
Total portable classrooms:	11



Acreage: 8
School age: 44 years old

Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

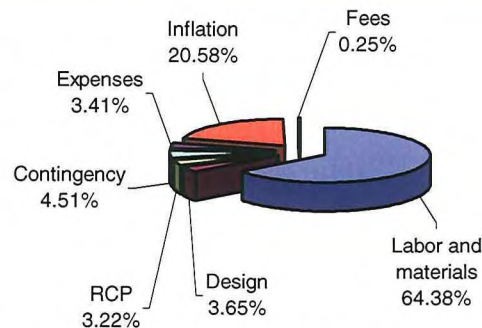
March 2007

Existing facility repairs	Investment	Comments
Site work and concrete	\$ -	
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 874,448	Roof Coverings in the 1980 addition, Gym and Main buildings
Doors and windows	\$ -	
Finishes	\$ 595,465	5 Year Plan requirements
Specialties and equipment	\$ -	
Elevators	\$ -	
Mechanical and electrical	\$ 50,078	Ductwork cleaning/ Emer. Lighting/ Exhaust fans
Educational adequacy	\$ 78,621	Increased Lighting/ Playground canopy/ Pave play area
Sub-total	\$ 1,598,612	

Special projects	Investment	Comments
Additional 15 classrooms	\$ 2,175,000	Portable replacements
FF&E	\$ 217,500	Replacement furnishings
Sub-total	\$ 2,392,500	

* Recommended by local contractors

Architectural and Design	\$ 226,417
Regional Construction Premium	\$ 199,556
Contingency	\$ 279,378
Management and Expenses	\$ 211,341
Inflation	\$ 1,276,029
Bond Fees	\$ 15,460



Cost of construction

Dunbar Elementary School (Alternate)

Current enrollment	436
Current capacity w/o portables	462
Current capacity w portables	512
Current replacement value:	\$12,057,791
FCI reported January 2007	68.6%
Total permanent square feet:	75,268
Total permanent classrooms:	28
Total portable classrooms:	3



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 8.3
School age: 50 years old

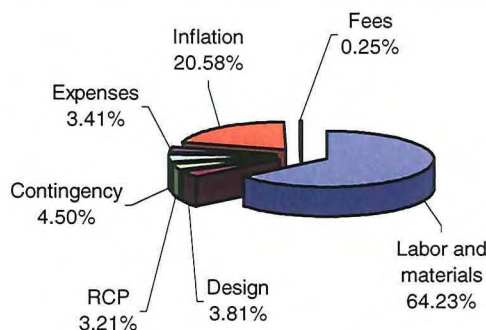
Due to local communities request to keep this existing facility, we will renovate this facility. Replace 3 portables with a 5 classroom addition. All portables to be sold and removed from this site. Total renovation to include; Interior finishes, Gym floor, HVAC replacements, Wiring replacement, Communications and security systems, New plumbing, Electrical distribution, Educational adequacy standards.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 113,766	Landscaping/ Storm sewer/ Sidewalks/ Parking lot
Masonry and metals	\$ 8,476	Caulking/ Sealant of exterior walls
Wood and plastics	\$ -	
Thermal and moisture	\$ 1,413	Repair deck - Gymnasium
Doors and windows	\$ 318,305	Exterior doors, windows
Finishes	\$ 1,280,997	Wall, Floor, Ceiling finishes, Partitions/ Gym floor
Specialties and equipment	\$ 661,595	Sprinkler system/ Theatre/ Stage equipment
Elevators	\$ -	
Mechanical and electrical	\$ 3,584,708	New HVAC/ Plumbing/ Electrical/ Branch wiring and Communications/Security systems
Educational adequacy	\$ 370,957	Upgrades per district's standards
Sub-total	\$ 6,340,217	

Special projects	Investment	Comments
5 classroom addition	\$ 725,000	Increase capacity
FF&E	\$ 72,500	
Sub-total	\$ 797,500	

* Recommended by local contractors

Architectural and Design	\$ 423,913
Regional Construction Premium	\$ 356,886
Contingency	\$ 499,640
Management and Expenses	\$ 378,817
Inflation	\$ 2,287,213
Bond Fees	\$ 27,710



Cost of construction

Ogden Elementary School (Alternate)

Current enrollment	356
Current capacity w/o portables	396
Current capacity w portables	495
Current replacement value:	\$11,394,455
FCI reported January 2007	67.7%
Total permanent square feet:	54,729
Total permanent classrooms:	24
Total portable classrooms:	6



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 3.8
School age: 95 years old

Totals do not include Pre-K classrooms. Replace roof in the main building and new addition, replace HVAC systems, branch wiring and install sprinkler and security systems. Renovate interior finishes.

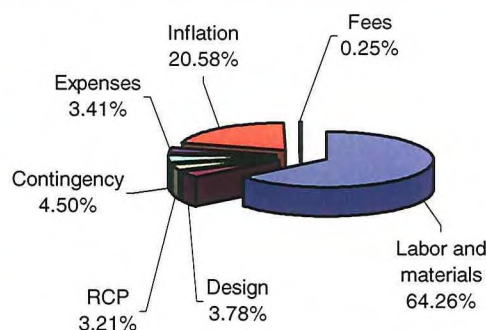
Add 10 permanent classrooms to replace portables.

Existing facility repairs	Investment	Comments
Site work and concrete	\$ 169,015	Landscaping/ Storm sewer/ Sidewalks/ Parking lot
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 1,100,115	Replace roof coverings in Main building and addition
Doors and windows	\$ 432,933	Exterior doors, windows
Finishes	\$ 692,203	Wall, floor, ceiling finishes and interior doors
Specialties and equipment	\$ 98,940	Sprinkler system
Elevators	\$ -	
Mechanical and electrical	\$ 3,140,831	New HVAC/ Plumbing/ Electrical/ Branch wiring and Communications/Security systems
Educational adequacy	\$ 321,582	Update per district's standards
Sub-total	\$ 5,955,619	

Special projects	Investment	Comments
10 Classroom addition	\$ 1,450,000	Replace portables with 10 permanent classrooms
FF&E	\$ 145,000	Furnishings for new classrooms
Sub-total	\$ 1,595,000	

* Recommended by local contractors

Architectural and Design	\$ 444,337
Regional Construction Premium	\$ 377,531
Contingency	\$ 528,543
Management and Expenses	\$ 400,546
Inflation	\$ 2,418,410
Bond Fees	\$ 29,300



Cost of construction

South Park Middle School (Alternate)

Current enrollment	440
Current capacity w/o portables	518
Current capacity w portables	604
Current replacement value:	\$14,324,663
FCI reported January 2007	69.4%
Total permanent square feet:	103,579
Total permanent classrooms:	30
Total portable classrooms:	9



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

Acreage: 11.7
School age: 85 years old

The addition of the 4 science classrooms would allow the removal of 5 portable classrooms.
Complete renovation to include all educational adequacies and building systems assessment deficiencies.
Due to the complexities of this renovation, we have increased budgets for design and contingency.

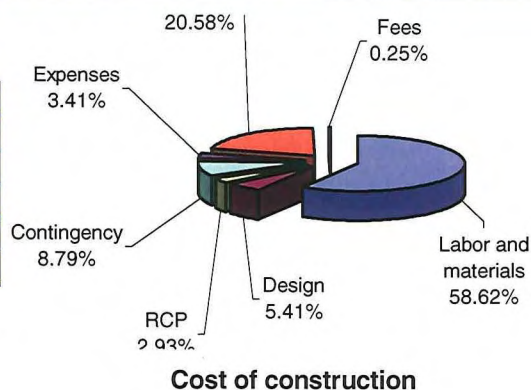
Existing facility repairs	Investment	Comments
Site work and concrete	\$ 839,231	Repairs include parking lots, sidewalks, landscaping, storm sewer, domestic water distribution, manholes and catch basins.
Masonry and metals	\$ -	
Wood and plastics	\$ -	
Thermal and moisture	\$ 1,157,628	Replace old roofs
Doors and windows	\$ 213,995	Exterior doors and windows
Finishes	\$ 1,829,568	Interior repairs
Specialties and equipment	\$ 459,031	Fire alarm systems/ Sprinkler systems
Elevators	\$ 285,639	Install elevator for ADA compliance
Mechanical and electrical	\$ 3,713,413	HVAC/ Plumbing fixtures/ Ventilation/ Ductwork/ Communications and security systems/ Branch wiring and electrical distribution
Educational adequacy	\$ 2,202,049	District and TEA developed standards for capacity, technology, instructional aids and learning environments
Sub-total	\$ 10,700,554	

Special projects	Investment	Comments
5 Classroom addition	\$ 775,000	
Add 4 science classrooms	\$ 1,133,333	State requirement
Furniture, fixtures and equip.	\$ 213,500	For new science classrooms
Sub-total	\$ 2,121,833	

* Recommended by local contractors

Architectural and Design	\$ 1,183,389
Regional Construction Premium	\$ 641,119
Contingency	\$ 1,923,358
Management and Expenses	\$ 745,661
Inflation	\$ 4,502,138
Bond Fees	\$ 54,545

Total reinvestment: \$ 21,872,598



West Brook Stadium (Alternate)

Total seating	8,000
Existing seating (estimated)	5,500
New seating	2,500



Fact Sheet (v.2)

Community Bond Advisory Committee Recommendation

March 2007

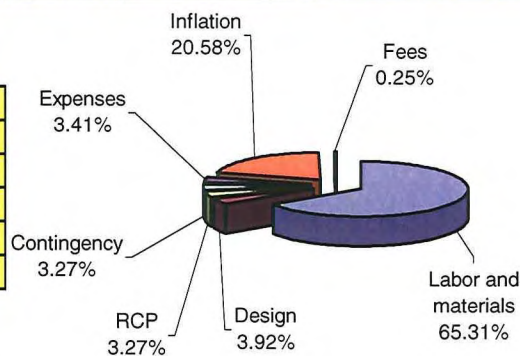
Renovate the West Brook stadium to seat 8,000 people. The renovation will include replacing the existing wood benches with aluminum seating. The plan will also upgrade the concession and public restroom areas.

Existing facility repairs	Investment	Comments
Field lighting upgrades	\$ 68,880	
Other lighting	\$ 32,800	Around seating areas
Field upgrades	\$ 169,000	
Bleachers	\$ 1,476,000	Replace wood sections of existing and add 2,000 seats
Concessions and public restrooms	\$ 615,000	Renovate existing
Elevator to pressbox	\$ 120,000	ADA
Sidewalks	\$ 32,800	
Paving	\$ 2,800,000	Add parking
Fencing	\$ 82,000	
Sub-total	\$ 5,396,480	

Special projects	Investment	Comments
Scoreboard	\$ -	New today
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ 323,789
Regional Construction Premium	\$ 269,824
Contingency	\$ 269,824
Management and Expenses	\$ 281,696
Inflation	\$ 1,700,819
Bond Fees	\$ 20,606



Total reinvestment: \$ 8,263,039

Cost of construction

Ozen Stadium (Alternate)

Total seating	8,000
Existing seating (estimated)	1,500
New seating	6,500

**Fact Sheet (v.2)****Community Bond
Advisory Committee
Recommendation**

March 2007

Renovate the Ozen stadium to seat 8,000 people. The plan will also add a concession and public restrooms areas to the visitor side of the field.

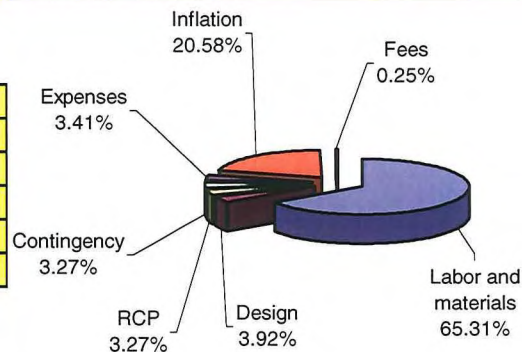
This will create a parking issue!!!

Existing facility repairs	Investment	Comments
Field lighting upgrades	\$ 44,789	
Other lighting	\$ 32,800	Around seating areas
Field upgrades	\$ 220,000	
Bleachers	\$ 1,968,000	8000 new seats
Concessions and public restrooms	\$ 507,000	New on visitor side and increase size of existing
Press box with elevator	\$ 600,000	New
Sidewalks	\$ 49,200	
Land for parking	\$ 750,000	
Paving	\$ 2,800,000	Add / reconfigure existing parking
Fencing	\$ 82,000	
Sub-total	\$ 7,053,789	

Special projects	Investment	Comments
Scoreboard	\$ 100,000	
Sub-total	\$ 100,000	

** Recommended by local contractors*

Architectural and Design	\$ 429,227
Regional Construction Premium	\$ 357,689
Contingency	\$ 357,689
Management and Expenses	\$ 373,428
Inflation	\$ 2,254,674
Bond Fees	\$ 27,316



Total reinvestment: \$ 10,953,813

Cost of construction

Babe Zaharias Stadium (Alternate)

Total seating	8,000
Existing seating (estimated)	6,000
New seating	2,000

**Fact Sheet (v.2)**
**Community Bond
Advisory Committee
Recommendation**
March 2007

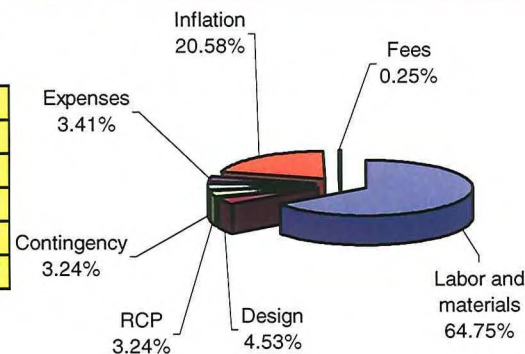
Renovate stadium to seat 8,000 seats. The renovation will include 2,000 additional aluminum seats.

Existing facility repairs	Investment	Comments
Field lighting upgrades	\$ 44,789	
Other lighting	\$ 32,800	Around seating areas
Field upgrades	\$ 169,000	
Bleachers	\$ 492,000	2,000 new seats
Concessions and public restrooms	\$ 250,000	Upgrade
Press box with elevator	\$ -	
Sidewalks	\$ -	
Paving	\$ -	
Fencing	\$ -	
Sub-total	\$ 988,589	

Special projects	Investment	Comments
Scoreboard	\$ -	New today
Sub-total	\$ -	

* Recommended by local contractors

Architectural and Design	\$ 69,201
Regional Construction Premium	\$ 49,429
Contingency	\$ 49,429
Management and Expenses	\$ 52,049
Inflation	\$ 314,262
Bond Fees	\$ 3,807



Total reinvestment: \$ 1,526,767

Cost of construction

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 42



Beaumont Independent School District

**REQUEST FOR PROPOSALS
FOR
PROGRAM MANAGEMENT SERVICES
FOR THE
BEAUMONT ISD 2007 BOND PROGRAM**

Due: 11:00 on Friday, October 5, 2007



BEAUMONT INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSALS (RFP) #08.043

Sealed proposals for PROGRAM MANAGEMENT SERVICES FOR THE BEAUMONT ISD 2007 BOND PROGRAM will be received in the office of Patricia Attaway, Purchasing Agent, no later than 11:00 a.m. on Friday, October 5, 2007.

RFP specifications will be available in the Purchasing Department at 3395 Harrison Avenue, beginning Friday, September 21, 2007 at 2:00 p.m. RFP specifications may also be requested sent by email by writing to Patricia Attaway, Purchasing Agent at the following email address: pbarnet@beaumont.k12.tx.us.

Sealed proposals will not be read in public and will be "under evaluation," until final selection is determined. Results will become available seven business days after approval by the Board of Trustees. (Tentative date for approval is October 18, 2007)

Please submit proposals and supporting data in a sealed opaque envelope addressed as follows:

Patricia Attaway – Purchasing Agent
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

RFP # 08.043 - Program Management Services
Due no later than Friday, October 5, 2007 at 11:00 a.m.

Issued: September 21, 2007

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Notice to Vendors

District Contact for Questions

Jane Kingsley, Chief Financial Officer
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706
PHONE: (409) 617-5017

Questions should be submitted by email to Jane Kingsley at:
skingsl@beaumont.k12.tx.us. The subject of the email should indicate: **Question -
Program Management Services RFP # 08.043.**

Due Date: October 5, 2007 at 11:00 a.m.

Fees

- Firms are to return the ***Fee Proposal Form*** with their RFP package.
- Beaumont ISD shall reserve the right to further negotiate fees for services in accordance with Texas Education Code 44.037.

Anticipated Schedule of Events

- Request for Proposals issued September 21, 2007 at 2:00 p.m.
- Responses to Request for Proposals due (by 11:00 AM, October 5, 2007)
- Notification to short-listed firms (tentatively not later than October 9, 2007)
- Schedule interviews with short-listed firms (tentatively not later than October 10th through October 11th)
- School Board approval (tentative) October 18, 2007

Selection Process

The District's Selection Committee will evaluate and rank each submittal in relation to the selection criteria described in the RFP. The District will develop a "short list" of firms to interview.

All firms submitting proposals should be prepared to submit additional information and to participate in a "live" in-person interview (tentative dates: October 10th-11th). Live interviews will follow the following format:

- 1) One (1) hour total interview per each short listed proposer. Proposers will be notified of interview selection by 4:00 p.m. on Tuesday, October 9, 2007.

- 2) Interviews will take place at the Beaumont ISD Administration Building, 3395 Harrison Avenue, Beaumont, TX 77706.
- 3) The following people will need to be present from the Proposer's team: Project Manager(s), Superintendent(s), Estimator(s). Proposer may bring other team members at their discretion.
- 4) Format:
 - a) Five (5) minutes for Team Introductions.
 - b) Five (5) minutes for Proposer presentation of their company.
 - c) Forty-five (45) minutes of Questions and Answers.
 - d) Five (5) minutes for closing remarks by Proposer.

Results will become available seven business days after approval by the Board of Trustees. (Tentative date for approval is October 18, 2007)

Selection Criteria

The firms will be selected based upon a two-part evaluation. The first part will include the written submission of qualifications. The elements of this review will include:

- Proposing firm's overall financial strength and qualifications for program administrator services
- Resources and the strength of the proposed team
- Experience in K-12 program management based upon the firm's experience and the submitted resumes associated with that experience
- Proposed schedule for program delivery
- Overall Form and Format of Submission (including ability to be concise and brief)

The second part will include an oral presentation and this interview portion will include:

- Delivery of Management Plan
- Participation of key staff that will complete the scope of work
- Technical competence and expertise in program management for similar size districts
- Firm differentiators and understanding of project issues
- Verbal and graphic presentation skills
- Question and answer participation

Submittal Instructions

Please submit fifteen (15) copies no later than 11:00 AM on Friday, October 5, 2007 to the attention of:

Patricia Attaway – Purchasing Agent
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

Telephone, electronic or facsimile submissions will not be considered. Submissions received after the time and date of closing will not be considered. This RFP in no manner obligates the district to eventual purchase of any services, products or equipment described, implied, or which may be proposed, until confirmed by written contract. Progress towards this end is solely at the discretion of the district and may be terminated without penalty or obligation at any time prior to the signing of a contract. The District reserves the right to cancel this RFP at any time for any reason and to reject any or all submissions in whole or in part. The District will not be liable for any costs incurred by firms in preparation of these requested qualifications or in answering the Request for Proposals.

The Request for Proposals contains specific requests for information. In those cases where specific and mandatory requirements are stated, material failure to meet those requirements will result in disqualification of the firm's response.

This organization will allow the district to maximize the use of trained design and construction experts. Beaumont ISD staff will provide the school related expertise and will draw upon the resources of a firm specializing in construction management to apply the appropriate expertise to the design and construction process to achieve projects that are on time, under budget and which meet the district's facility needs. This type organization will allow efficient and effective use of district and non-district personnel expertise that are trained in design and construction while not requiring everyone to have extensive school related experience.

Anti-Lobbying Provision

All firms responding to this RFP are strictly prohibited from retaining the services of Lobbyist to act on behalf of the respondent and shall refrain from similar activities within the employment of the firm. Any such action shall constitute grounds for immediate disqualification from consideration by Beaumont ISD. Additionally, all questions regarding this solicitation shall be directed to the parties identified herein. Consultants are specifically prohibited from contacting any BEAUMONT ISD administrators or trustees other than the contacts listed in this RFP. If a consultant is determined to be in violation of this policy, this too shall constitute grounds for immediate disqualification from consideration by the district.

Insurance and Taxes

Insurance

The Program Manager shall not commence work under this contract until all insurance described below has been obtained, and such insurance and all certificates evidencing existence of such insurance have been approved by the district.

The Program Manager shall procure and shall maintain during the life of the agreement, Workers Compensation insurance for all of its employees and subcontractors to be engaged in work under this contract. Workers Compensation insurance must include Texas activities. Limit of Workers Compensation shall be statutory and limits of employers' legal liability shall be at least \$100,000 per occurrence.

The Program Manager shall procure and shall maintain during the life of the agreement, such Commercial General Liability insurance as shall protect it from claims for damages for Bodily operations under the agreement. The amount of insurance shall not be less than the following:

Required Insurance Coverage

Comprehensive General Liability	\$100,000 each person
Bodily Injury Liability	\$300,000 each occurrence
Property Damage Liability	\$ 50,000 each occurrence
Workmen's Compensation	\$100,000 each person
Comprehensive Automobile Liability	\$100,000 each person
Bodily Injury Liability	\$300,000 each occurrence
Property Damage Liability	\$ 25,000 each occurrence

Certificates of Insurance

Certificates acceptable to the district shall be attached to the signed agreement when it is transmitted to the district for execution. These certificates shall contain the statement that:

Coverage's afforded under these policies will not be canceled, changed (which includes renewal), allowed to lapse or expire until the district has received thirty (30) days written notice addressed as follows:

ATTN: Jane Kingsley - Chief Financial Officer
BEAUMONT ISD
3395 Harrison Avenue
Beaumont, TX 77706

and be evidenced by certified mail, return receipt requested, or until such time as other valid and effective insurance coverage acceptable in every respect to the district is put in place. Additional coverage information must be made upon request to verify full compliance with insurance requirements.

Waiver of Subrogation

BEAUMONT ISD shall be provided a written waiver of subrogation on all required insurance coverage's. This shall be evidenced either by signed policy endorsement, or so indicated on the submitted insurance certificate.

The District shall be listed as an additional insured on all required coverage, except Workers compensation, for all activities arising out of this agreement. These policies shall also be primary over any other valid and collectable coverage, which may exist. This shall be evidenced either by signed policy endorsement, or so indicated on the submitted insurance certificate.

Hold Harmless Agreement

The Program Manager hereby agrees to indemnify and save harmless Beaumont Independent School District from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens and causes of action of any and every nature whatsoever, arising out of, resulting from, or in any manner connected with or concerning the performance of the work hereunder, and the Program Manager hereby agrees to defend any and all such actions brought against the District for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by the District, and/or by reason of any such suit or suits.

Taxes

The Program Manager shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for contractor employees; the contract shall hold the district harmless for all claims arising from payment of such taxes and fees.

Project Overview

The 2007 Beaumont ISD Bond Program (attached as Appendix A), totaling \$388.6 million will be presented to the district voters for approval on November 6, 2007.

The program includes construction of nine new elementary campuses, one new Middle school, a multipurpose facility, and renovations to a number of existing campuses. A portion of \$388.6 million is designated for items other than construction and renovations and therefore will not be subject to the services of the Program Manager.

The District intends to select a Program Manager to perform Program Management (PM) services to assist in the implementation and management of portions of the Beaumont ISD 2007 Bond Program. The selected applicant will join a Project Team which will include Beaumont ISD administration, architects, engineers, designers, planners and construction contractors, all of whom will be engaged in a cooperative effort to provide the District with successful and cost effective solutions.

The District currently has a facilities staff consisting of the Assistant Superintendent for Administration and Operations, the Director of Facilities and a General Maintenance Supervisor. Due to the magnitude of this program, the District is considering the use of a Program Management firm to work with the district and architect/engineer during the design phases, and to provide the services generally described below during construction activities. The district will hold all contracts, and is seeking a relationship with the Program Management firm as defined by Texas Agency Law for principal and agent.

The services included in the Program Management contract may include overall management services, request for qualifications, requests for proposal, development of scopes of work, construction standards, scheduling and estimating, bidding and negotiations, design review (with regard to costs, schedule and constructability, quality assurance, construction management, on site inspection, contractor pay applications, construction close out, move and relocation coordination including temporary housing, overall contract management, and community relations. During contract negotiations the District will determine which of these services will be used and included in the contract. This district is open to alternative delivery strategies if they result in a higher quality product, a more streamlined design and construction process, and an increased value to the district.

Scope of Work

The selected Program Management firm will be responsible for a portion of the program and the District's objectives for the program include innovative, yet proven processes that will result in a high quality educational product, with the highest level of public accountability, and the highest and best use of taxpayer funds. While the following tasks represent the majority of the management activities anticipated, this is in no means a comprehensive list of services. The district is looking for firms that have solutions for these services that meet the district's objectives, as well as other ideas and recommendations that could improve the program. The district will evaluate firms on their ability to provide the following services and also on their unique ideas for improving program quality, reducing schedules and identifying cost savings opportunities.

Development of Scopes of Work and Budgets

Development of Contracts / RFPs

Resource Loaded Scheduling and Estimating

Bidding, Evaluations and Negotiations

Management / Coordination of Design Teams and Design Review

Cost Verification / Estimating

Value Engineering as required

Coordinate / Track Agency Approvals

Quality Assurance / Deficiency Resolution

Construction Management

On Site Inspection / Documentation

Payment Approvals / All Bond Funds

Construction and Contract Close Out

Move and Relocation Coordination

Overall Contract and Document Management

Post Occupancy Evaluation / Warranty Tracking

Community and School Relations

The Program Manager shall provide a full-time, on-site Program Management team, with appropriate administrative support during the entirety of the program. Membership of this team shall be stable, and any proposed personnel changes must be approved in advance by the Owner (District) Representative. The team shall be composed of the required number of professionals necessary to accomplish the scope of work as outlined above. The Program Manager shall reside in Beaumont, Texas by January 1, 2008.

External Communication

The Program Manager shall, as directed by the District Representative, make presentations to and answer questions from project stakeholders including the city of Beaumont and the State of Texas. The Program Manager shall design, establish and maintain a Beaumont ISD Bond Program web site for informing the public on project

specific progress/status. The District Representative shall approve of the design and information before it is made available to the public.

Internal Communication

The Program Manager shall put in place a system of daily and weekly updates and reporting to the District Representative. The purpose of this protocol is to keep the District Representative abreast of the constructional program, particularly involving issues requiring his/her immediate attention.

For all construction-related meetings, the Program Manager will prepare and distribute meeting notes (minutes) and ensure coordination of issues raised during the meetings with responsible project stakeholders. Meeting notes (minutes) will be issued to all parties concerned no later than three working days following the date of the meeting.

The Program Manager shall prepare a monthly Project Report in a single volume to include the following information for each project: Executive Summary Narrative; Executive Summary Cost Report; Master Schedule; Summary of Owner Occupied Space and Scheduling of Intermittent Moves of Existing Functions; Summary of Equipment Planning and Procurement. The Project Specific Report shall include a Summary Report and Progress Report; and the presentation of post-construction maintenance schedules and procedures. The Program Manager shall participate in update meetings with District as directed by the District Representative.

Change Control

The Program Manager will establish and maintain a project Change Control System that will provide for the management, tracking, and documentation of all changes to the project. The design of the Change Control System must be approved by the District Representative, and will be changed, if necessary, at the discretion of the District Representative.

The Program Manager will review, analyze, and make recommendations regarding cost, schedule, and quality of products of all changes in scope submitted for consideration by the District. The Program Manager will analyze and negotiate both the scope and costs of all changes for District Representative approval, and on a monthly basis, will report to the District Representative on the impact of all changes on project cost, schedule, and quality.

Submission Requirements

Please include the following in your submission: (Categories and associated page counts will be strictly enforced. Any deviation will be grounds for disqualification.)

1. **Cover Letter.** Provide a one-page cover letter introducing the firm and any other pertinent information concerning the firm's specific qualifications for the BEAUMONT ISD project.
2. **Firm Description.** Provide firm name, address, contact, and number of years providing program management services, specifically for K-12 clients. If the submitting firm anticipates the use of sub-consultants, joint venture partners, or any other operating structure, please provide a detailed description of that company structure, the relationship with any sub-consultants, and whether these firms have worked together in the past. Limit to 3 pages.

All submitting firms must identify the location of any parent office(s), and the location of the office that will be principally responsible for the project. For the office responsible, including those of major sub-consultants, associates, or JV partners, please provide:

- a. Total number of office staff,
- b. Breakdown of professional staff and support staff
- c. Staff numbers and types that are involved in program management services.
- d. For the past five years, the approximate total gross revenues attributed to that office, approximate allocation of gross revenues to program management services, and the portion specifically allocated to K12 education clients.

Limit this information to 2 pages.

3. **Project Team.** Include an organizational chart that depicts reporting responsibilities and organization of team members. This chart must specifically identify the program manager, and the key individuals responsible for major disciplines and support areas. Describe the relationship the firm's key staff will have with BEAUMONT ISD. Limit to ten pages.

For each team member proposed, provide the following information:

- a. Resume with an overview of roles and responsibilities on the project, as well as degrees held, registrations, memberships, and years with the firm.

- b. Current principal place of residence and a statement of willingness to relocate to Beaumont, Texas if required by proposing firm.
 - c. List of personnel experience specifically in the K-12 educational market.
 - d. Involvement, if any, in terms of roles and responsibilities on the firm's experience described in Section 4, Project Experience.
 - e. Organizational Chart indicating all personnel assigned to the project and whether full time or part time involvement on the Management Team.
4. **Program Manager Scope of Work-** Review the list of services outlined in the previous section of the RFP. Identify those and/or other services you believe are appropriate for BEAUMONT ISD's bond program, and describe in detail the scope of each service you propose to provide. Describe the responsibility your firm (versus BEAUMONT ISD, the architect/engineer or contractor) will assume for the successful realization of the services you propose.
5. **Fees -** Complete the ***Fee Proposal Form*** to include the following information:
 - **Pre-Construction Service Fee:** To include personnel expenses, cost estimating, preliminary scheduling, value engineering, and constructability reviews, overhead and profit, and other services as described in the RFP through the completion of the design and documentation phases of the project and establishment of the Guaranteed Maximum Price (GMP).
 - **Construction Phase Service Fee Percentage:** To include overhead and profit to administer the project construction, including all required services for the construction phase of the project. All personnel (and associated expenses) not housed at the project sites should be included.

The fee percentage quoted will not include direct management expenses (on-site personnel expenses) or direct project expenses. These items will be negotiated after a Program Manager is chosen, and will be included as part of the guaranteed maximum price.
6. **References-** Identify all Texas public school districts for which you have provided (within the last 5 years) or are currently providing comparable project management services. For each district, provide the following:
 - The name of the district, the scope of the work being managed in terms of numbers of projects and total cost, and the status of the work.
 - The name, position, phone number and email address of the individual at the school district to whom the Project Manager reported.

- The name of the architect(s) responsible for major projects in each program being managed. Provide the name, phone number and email address for a contact with each architectural firm.

7. **Other Forms** - Interested firms must fill out, sign and submit the following forms with their RFP.

- Vendor Information/ Notice of No-Submission
- Felony Conviction Notice
- Conflict of Interest Questionnaire.
- Resident/ Non-Resident Responder Certification

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

Fee Proposal Form

Beaumont Independent School District
3395 Harrison Street (P. O. Box 672)
Beaumont, Texas 77706

RE: PROGRAM MANAGEMENT SERVICES FOR THE BEAUMONT ISD 2007
BOND PROGRAM

I (We) propose to furnish Program Management Services for the Beaumont ISD 2007 Bond Program according to specifications dated September 21, 2007 as follows:

Pre-Construction Service Fee: To include personnel expenses, cost estimating, preliminary scheduling, value engineering, and constructability reviews, overhead and profit, and other services as described in the RFP through the completion of the design and documentation phases of the project and establishment of the Guaranteed Maximum Price (GMP).

Dollars \$ _____

Construction Phase Service Fee Percentage: To include overhead and profit to administer the project construction, including all required services for the construction phase of the project. All personnel (and associated expenses) not housed at the project sites should be included.

The fee percentage quoted will not include direct management expenses (on-site personnel expenses) or direct project expenses. These items will be negotiated after a Program Manager is chosen, and will be included as part of the guaranteed maximum price.

Percent: _____ %

Signed: _____

Title: _____

Company: _____

BEAUMONT INDEPENDENT SCHOOL DISTRICT

VENDOR INFORMATION / NOTICE OF NO-SUBMISSION

TYPE OF PROCUREMENT: REQUEST FOR PROPOSALS NO. 08.043 TITLE: PROGRAM MANAGEMENT SERVICES.
OFFERS WILL BE ACCEPTED UNTIL: 11:00 A.M. ON FRIDAY, OCTOBER 5, 2007 IN THE OFFICE OF PATRICIA ATTAWAY,
PURCHASING AGENT, AT THE ADMINISTRATION BUILDING, 3395 HARRISON AVENUE, BEAUMONT, TX 77706. RESULTS
WILL BECOME AVAILABLE SEVEN BUSINESS DAYS AFTER APPROVAL BY THE BOARD OF TRUSTEES (TENTATIVE
APPROVAL DATE OF OCTOBER 18, 2007).

Vendor Offers (original and fourteen (14) copies – please mark copies "COPY") must be in a sealed opaque envelope, plainly marked on the outside with SOLICITATION NAME, SOLICITATION NUMBER, AND DATE. Faxed proposals will NOT be accepted. Offer received after the specified time shall not be considered. Late mail deliveries will be held unopened. U.S. Mail is not delivered to the District until after 11:00 a.m. daily.

PLEASE TYPE OR PRINT VENDOR IDENTIFICATION DATA

LEGAL NAME OF VENDOR: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE # _____ FAX # _____

NAME OF AUTHORIZED REPRESENTATIVE: _____ TITLE: _____

COMPANY WEBSITE ADDRESS: _____ REPRESENTATIVE E-MAIL ADDRESS _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE # _____ FAX # _____

TYPE OF BUSINESS (CHECK ALL THAT COMPLY): ☐ Manufacturing, ☐ Distributor, ☐ Wholesale, ☐ Broker, ☐ Retail,
☐ Service, ☐ Franchise, ☐ Construction, ☐ Other: _____

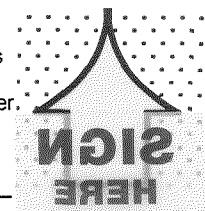
NOTICE OF NO SUBMISSION – If you are unable to submit an offer, please return this form with the applicable response box checked, on or before the closing date.

I do not wish to submit an RFP document for this procurement, however, please retain my name on the vendor list for this item	
I do not wish to submit an RFP document for this procurement, please remove my name from the vendor's list for this commodity.	
The products/services we represent should be listed in another category. Please move to another list as specified:	

VENDOR CERTIFICATION AND IDENTIFICATION

I certify that I have carefully examined the Invitation for Proposal, Specifications and Conditions, General Conditions, Certifications and Price Sheets and attachments. I agree to furnish supplies and/or services in strict compliance with the specifications and conditions contained in this document. I freely submit this offer and have not colluded with other parties to fix prices, or in any other manner, undermine the competitive procurement practice.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____



FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This Notice is Not Required of a Publicly-Held Corporation

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (Printed)

A. My firm is a publicly-held corporation, therefore this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official:

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of Conviction(s):

Signature of Company Official:

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local government

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity.

Received: _____

OFFICE USE ONLY

Date

By law this questionnaire must be filed with the records administrator of the Local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity. *(Name of Company)*

2. Check this box if you are filing an update to a previously filed questionnaire.

☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a). Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government

FORM CIQ

Page 2

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

YES

☐

NO

☐

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer names in this section AND the taxable income is not from the local governmental entity?

YES

☐

NO

☐

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

YES

☐

NO

☐

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENT/ NON RESIDENT RESPONDER CERTIFICATION

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN RFP DISQUALIFICATION

As defined by Texas House Bill 620, a “nonresident responder” means a responder whose principal place of business is not in Texas, but excludes contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “resident responder”:

Signature: _____ Date: _____

If you qualify as a “nonresident responder”, you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

City State Zip Code

Company Name Address

(a) Does your “residence state” require responders whose principal place of business is in Texas to underbid responders whose residence state is the same as yours by a prescribed amount or percentage to receive comparable contract? “Residence state” means the state in which the principal place of business is located. YES _____ NO _____

(b) If YES, what is the amount or percentage? _____ or _____%

I certify that the above information is correct.

Typed Name Position

Signature

THIS FORM MUST BE RETURNED WITH YOUR RFP

APPENDIX A
(See Attached Schedule)

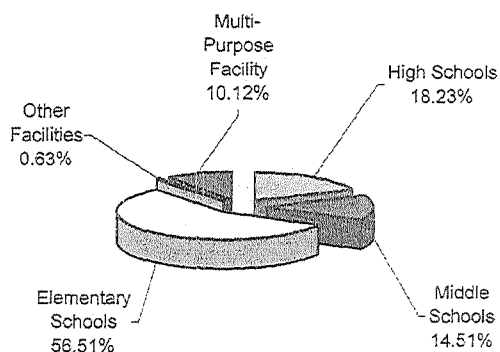
SUMMARY OF COSTS

• High Schools	\$53,767,758
• Middle Schools	\$42,814,948
• Elementary Schools	\$166,718,942
• Other Facilities	\$1,851,065
• Multi-Purpose Facility	\$29,857,984
• Regional Construction Premium	\$4,572,666
• Management and Expenses	\$11,683,751
• Inflation	\$72,759,006
• Bond Fees	\$1,027,181
• Hazardous Materials Remediation	\$3,500,000
• Technology Upgrades	-0-
TOTAL INVESTMENT	<u>\$388,553,301</u>

Program Summary

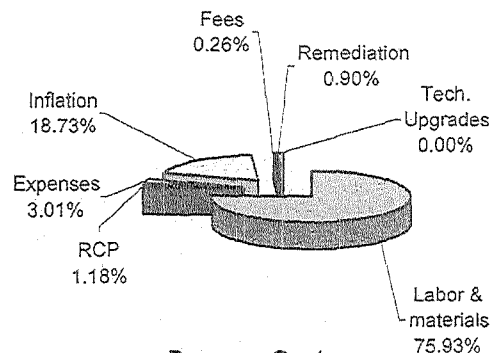
Version 6

Description of Investment	Dollars
High Schools	\$ 53,767,758
Middle Schools	\$ 42,814,948
Elementary Schools	\$ 166,718,942
Other Facilities	\$ 1,851,065
Multi- Purpose Facility	\$ 29,857,984
Sub-Totals	\$ 295,010,697
Regional Construction Premium	\$ 4,572,666
Management and Expenses	\$ 11,683,751
Inflation	\$ 72,759,006
Bond Fees	\$ 1,027,181
Hazardous Materials Remediation	\$ 3,500,000
Technology Upgrades	\$ -
Total Investment	\$ 388,553,301



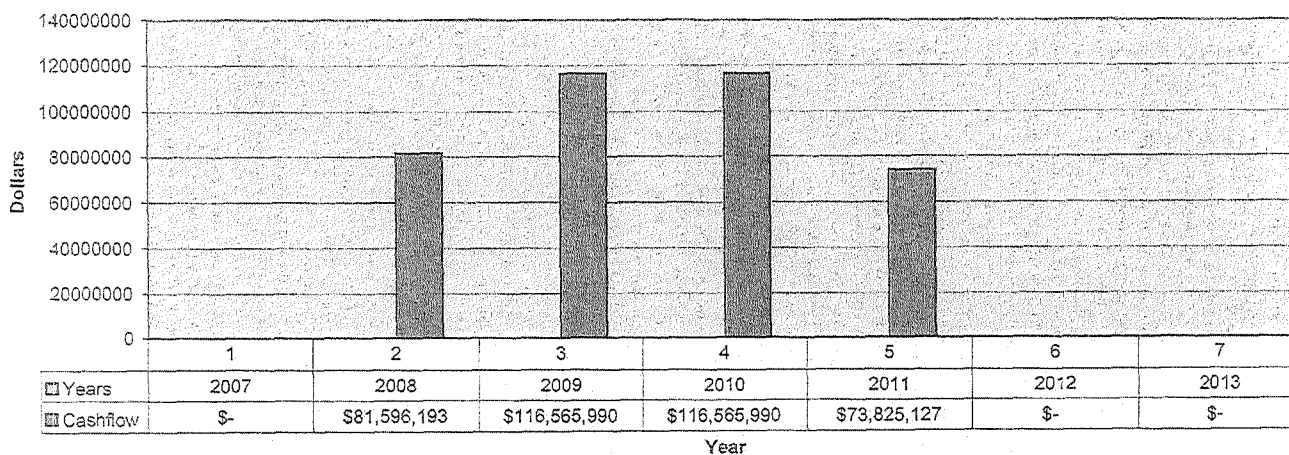
Spending Per Type of Facility

Estimated Future Inflation (used in total above)		
Year	Inflation	Dollars Per Year
2007	0.00%	\$ -
2008	10.00%	\$ 31,579,429
2009	9.00%	\$ 22,452,974
2010	9.00%	\$ 13,926,528
2011	8.00%	\$ 4,800,073
2012	6.00%	\$ 0
Total		\$ 72,759,006



Program Cost

Estimated cashflow



Project Summary

Version 6

No	School	Remarks	Existing Facilities	Special Projects	Design & Contingency	Total	Type Totals
1	Central High School	Maintain	\$ 2,372,076	\$ 8,027,927	\$ 1,368,348	\$ 11,768,351	Total High Schools
2	Ozen High School	Maintain	\$ 2,639,019	\$ 9,164,333	\$ 1,530,013	\$ 13,333,365	
3	West Brook High School	Maintain	\$ 3,178,073	\$ 22,139,000	\$ 3,348,970	\$ 28,666,042	
4	* Austin	Maintain	\$ 558,400	\$ 2,141,200	\$ 350,718	\$ 3,050,318	Total Middle Schools
5	King	Maintain	\$ 529,056	\$ 2,447,311	\$ 386,344	\$ 3,362,711	
6	* Marshall	Maintain	\$ 555,650	\$ 1,027,000	\$ 207,028	\$ 1,789,678	
7	Smith	Maintain	\$ 837,438	\$ -	\$ 113,054	\$ 950,492	
8	* South Park	New	\$ 500,000	\$ 23,134,000	\$ 3,145,380	\$ 26,779,380	
9	* Vincent	Maintain	\$ 562,428	\$ 2,094,332	\$ 344,948	\$ 3,001,707	\$ 42,814,948
10	Odom	Maintain	\$ 2,161,826	\$ 1,281,999	\$ 436,836	\$ 3,880,661	
11	Amelia	New	\$ 500,000	\$ 15,896,250	\$ 2,032,738	\$ 18,428,988	
12	Bingman	Consolidate / Maintain	\$ 623,649	\$ 200,000	\$ 107,074	\$ 930,723	Total Elementary Schools
13	Blanchette	Consolidate / New	\$ 500,000	\$ 12,645,250	\$ 1,625,168	\$ 14,770,418	
14	Caldwood	New	\$ 500,000	\$ 12,581,250	\$ 1,620,688	\$ 14,701,938	
15	Curtis	New	\$ 500,000	\$ 12,581,250	\$ 1,620,688	\$ 14,701,938	
16	Dishman	Maintain	\$ 13,192	\$ 1,222,500	\$ 154,790	\$ 1,390,482	
17	* Dunbar	Consolidate / New	\$ 500,000	\$ 15,956,250	\$ 2,036,938	\$ 18,493,188	
18	Fehl	Consolidate / New	\$ 500,000	\$ 15,896,250	\$ 2,032,738	\$ 18,428,988	
19	Field	Consolidate / Maintain	\$ -	\$ 200,000	\$ 26,000	\$ 226,000	
20	Fletcher	Maintain	\$ 1,830,324	\$ 2,970,000	\$ 607,842	\$ 5,408,166	
21	French	Consolidate / New	\$ 636,080	\$ 15,233,250	\$ 1,968,018	\$ 17,837,348	
22	Guess	Maintain	\$ 290,067	\$ 747,500	\$ 130,534	\$ 1,168,101	\$ 166,718,942
23	Homer Drive	Maintain	\$ 193,860	\$ 1,485,000	\$ 210,152	\$ 1,889,012	
24	Lucas	Consolidate / Maintain	\$ 1,087,441	\$ 300,000	\$ 174,367	\$ 1,561,808	
25	Martin	Consolidate / New	\$ 500,000	\$ 15,383,250	\$ 1,969,828	\$ 17,853,078	
26	* Ogden	Consolidate / TBD	\$ -	\$ -	\$ -	\$ -	
27	Pietzsch-MacArthur	Maintain	\$ 176,798	\$ -	\$ 22,984	\$ 199,782	
28	Price	Consolidate / TBD	\$ -	\$ -	\$ -	\$ -	
29	* Regina Howell	New	\$ 500,000	\$ 15,896,250	\$ 2,032,738	\$ 18,428,988	
	New School	Dropped 8/23/07	\$ -	\$ 300,000	\$ -	\$ 300,000	
30	* Administrative Annex	TBD	\$ -	\$ 75,000	\$ -	\$ 75,000	Total Other Facilities
31	Administration Building	Maintain	\$ -	\$ -	\$ -	\$ -	
32	Agriculture Farm	Maintain	\$ 276,859	\$ 160,000	\$ 56,792	\$ 493,650	
33	Brown Alternative	Maintain	\$ 761,794	\$ 231,000	\$ 127,803	\$ 1,120,597	
34	Oaks Special Education	Maintain	\$ -	\$ -	\$ -	\$ -	
35	* Pathways Alternative	TBD	\$ -	\$ 75,000	\$ -	\$ 75,000	
36	Planetarium	Maintain	\$ -	\$ -	\$ -	\$ -	
37	* Southerland	TBD	\$ -	\$ 75,000	\$ -	\$ 75,000	
38	Taylor Career Center	Maintain	\$ -	\$ -	\$ -	\$ -	
39	Transportation / Milam	Maintain	\$ 10,458	\$ -	\$ 1,360	\$ 11,818	
40	Multi-Purpose Facility	New	\$ -	\$ 26,899,085	\$ 2,958,899	\$ 29,857,984	\$ 29,857,984
	Sub-total		\$ 23,794,487	\$ 238,466,438	\$ 32,749,772	\$ 295,010,697	\$ 295,010,697

Note: This Summary is only "Project" totals; see "Program Summary" for all cost.

Legend:

- TBD To be Determined by District
- * Considering Alternate
- ☐ School Consolidation
- ▲ Move to another Location

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

TO: All Interested Companies

FROM: Patricia Attaway – Purchasing Agent

DATE: October 3, 2007

SUBJECT: ADDENDA# 1/ RFP# 08.043 – Program Management Services
Due: Friday, October 5, 2007 at 11:00 a.m.

Please make note of the following corrections/changes:

1. **Please replace the Insurance Requirements (on pages 7 and 8 of the RFP) with the requirements listed below:**

Insurance

The Program Manager shall not commence work under this contract until all insurance described below has been obtained, and such insurance and all certificates evidencing existence of such insurance have been approved by the district.

The Program Manager shall procure and shall maintain during the life of the agreement, Workers Compensation insurance for all of its employees and subcontractors to be engaged in work under this contract. Workers Compensation insurance must include Texas activities. Limit of Workers Compensation shall be statutory and limits of employers' legal liability shall be at least \$100,000 per occurrence.

The Program Manager shall procure and shall maintain during the life of the agreement such insurance as shall protect itself and the District from claims arising out of the operations under the agreement, and as outlined below. The limits of insurance shall not be less than the following:

Required Insurance Coverage

Commercial General Liability	\$500,000 Occurrence \$500,000 Personal & Advertising Injury \$1,000,000 Aggregate
Workmen's Compensation Employer's Liability	Statutory \$100,000/\$100,000/\$500,000
Automobile Liability including NO & HC	\$500,000 Combined Single Limit
Architects & Engineers Professional Liability	\$1,000,000 Occurrence
Or, if applicable	
Construction Managers E & O Liability	\$1,000,000

Certificates of Insurance

Certificates acceptable to the district shall be attached to the signed agreement when it is transmitted to the district for execution. These certificates shall contain the statement that:

Coverage's afforded under these policies will not be canceled, changed (which includes renewal), allowed to lapse or expire until the district has received thirty (30) days written notice addressed as follows:

ATTN: Jane Kingsley - Chief Financial Officer
BEAUMONT ISD
3395 Harrison Avenue
Beaumont, TX 77706

and be evidenced by certified mail, return receipt requested, or until such time as other valid and effective insurance coverage acceptable in every respect to the district is put in place. Additional coverage information must be made upon request to verify full compliance with insurance requirements.

Waiver of Subrogation

BEAUMONT ISD shall be provided a written waiver of subrogation on all required insurance coverage's. This shall be evidenced either by signed policy endorsement, or so indicated on the submitted insurance certificate.

Additional Insured

The District shall be listed as an additional insured on all required coverage, except Workers compensation, for all activities arising out of this agreement. These policies shall also be primary over any other valid and collectable coverage, which may exist.

2. Please make note of the correction to page 13, Number 3. Project Team, Item "d".

"d. Involvement, if any, in terms of roles and responsibilities on the firm's prior construction projects."

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 43

EXECUTIVE PROPOSAL REVIEW

Proposal for

PROGRAM MANAGEMENT SERVICES FOR THE 2007 BOND PROGRAM

for the

BEAUMONT INDEPENDENT SCHOOL DISTRICT

PARSONS

TABLE OF CONTENTS

NO. SECTION DESCRIPTION

1. Contract Overview & Financial Summary
2. Strategy Memorandum
3. Teaming Arrangements & Responsibilities
4. Project Execution Plan
5. Cost-Loaded Schedule
6. Payment Schedule & Cash Flow Analysis
7. Buyout Justification and Quotations
8. Tax, Currency and Insurance Issues
9. Risk Management
10. Estimate Summary
11. Pricing and Profitability Analysis
12. Key Scope Documents
13. Alternatives Proposed

Section 1 – Contract Overview & Financial Summary

Project Name: Program Management Services for the 2007 Bond Program

Client: Beaumont Independent School District (BISD)

Award Info: ☒ New Contract ☐ Existing (TO) ☐ Competitive ☐ Sole Source
Scope Type: ☒ PM/CM ☐ Env. Svcs. ☐ Field S/C ☐ Procurement
☐ Design Svcs. ☐ Tech. Svcs. ☐ Field D.H. ☐ Other:

Selection Criteria: Qualification and price

Description: Enter brief description of contract scope Program management services (owner's rep) to help the district manage design and construction for the BISD 2007 bond program valued at \$388 million. Bond program scope and budget was determined using data provided by FCA Sector under a separate contract. Work includes 8 new elementary schools, 1 new middle schools, a multipurpose facility, and numerous expansions and upgrades to schools that average 50+ years.

Teaming: ☐ None ☒ Prime/Sub ☐ Joint Venture

Parties and Percentage Participation: Ware & Associates (1%), MWBE sub TBD (9%)

Contract:	<u>Type</u>	<u>Value (\$000)</u>	
	<input checked="" type="checkbox"/> Fixed Price	\$	Pre-Construction Service Fee
	<input type="checkbox"/> GMAX	\$	
	<input checked="" type="checkbox"/> Other	\$	Construction phase fee as percentage of Describe: construction value

Organization: Primary GBU/Div: PARCOMM / Buildings
Bidding Entity: PARCOMM
Project Manager: ???
Work Locations: Beaumont, TX / Houston, TX

Unusual Risks: ☒ Health and safety hazards ☒ Third-party liability
☐ Estimate accuracy ☐ Subcontractor/vendor performance
☒ Consequential damages ☒ Vague performance specifications
☐ Environmental hazards ☐ Liquidated damages
☐ Other (describe):

Financial:

Proposal Cost:	\$30,000
Proposed Contract Value:	\$9,508,752
Full Potential GPS:	\$3,242,817
Full Potential NPP (GPS - O/H):	\$3,242,817
Maximum Negative Cash Flow:	\$0
Months Until Positive Cash Flow:	\$0
<input type="checkbox"/> Bonding Required:	Type and amount:
<input type="checkbox"/> Letter of Credit Required:	Amount:
<input type="checkbox"/> Unusual Insurance:	Type and amount:
<input type="checkbox"/> Foreign Currency:	Type and amount:

Section 2 – Strategy Memorandum

Strategy Memo from Pivotal can be found in the following pages.

PROPOSAL STRATEGY MEMORANDUM

10/01/2007

1. Project Name *Beaumont ISD*

Job No:
BD Sponsor: Alvaro Rizo-Patron
Opportunity Source:

2. Client

Name: Beaumont ISD
City: Beaumont
State: TX
Country:

3. Location of Project

City: Beaumont
State: TX
Country: usa

4. Owner Beaumont ISD

5. Executing Organization

Global Business Unit: PARCOMM
Division: PAR - Buildings
Sector: Bldgs - South
Office:
Parsons Entity:

6. Key Dates

Solicitation Date:		Proposal Due Date:	10/5/2007	Est.
Gold Team Date:	9/27/2007	Presentation Date:	10/10/2007	Est.
RFP Date:	9/21/2007	Selected Date:	10/18/2007	Est.
Red Team Date:	9/30/2007	Project Start Date:	12/3/2007	Est.
Contract Length (months):	49			

7. Project Description

Program management services (owner's rep) to help the district manage design and construction for the BISD 2007 bond program valued at \$388 million. Bond program scope and budget was determined using data provided by FCA Sector under a separate contract. Work includes 8 new elementary schools, 1 new middle school, a multipurpose facility, and numerous expansions and upgrades to schools that average 50+ years.

- o Pre-Construction Service: To include personnel expenses, cost estimating, preliminary scheduling, value engineering, and constructability reviews, overhead and profit, and other services through the completion of the design and documentation phases of the project.
- o Construction Phase Service: To include overhead and profit to administer the project construction, including all required services for the construction phase of the project.

8. Current Activity

RFP for PM services issued 9/21.

Week of September 10th met with Marvin Daniels, Carl Tickel, Kim Jones, Saul Valentin, Parke Smith and Johnnie Jordan to confirm strategies for winning PM project.

FCA work with BISD staff and Board completed early September when Board called for \$388 million bond.

9. Scope

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Bidding, evaluations and negotiations
 Resource loaded scheduling and estimation
 Dev. of Contracts/RFPs
 Dev of Scopes of Work and Budget
 Mgmt/Coord of design teams/design review
 Cost verification/estimating
 Value engineering as required
 Coordinate/track agency approvals
 Quality assurance/deficiency resolution
 Construction management
 On site inspection/documentation
 Payment approvals/all bond funds
 Construction and contract close out
 Move and relocation coordination
 Construction and contract close
 Move and relocation coordination
 Overall contract and document management
 Post occupancy eval/warranty track
 Community and school relations

10. Scope Concerns

Scope of work includes management of hazardous materials remediation. We will negotiate this scope out of our contract.

11. Contract Type: FFP - Firm Fixed Price

12. Contract and Tax Concerns

Poorly written RFP poses several concerns:

- GMAX required but no contract provided (we've requested a sample contract). Note: the FCA work was performed under a Parsons standard contract.
- GMAX required but RFP wording suggests LOE. Our proposal will include clarification that fee proposed is LOE and date certain.

13. Commercial Special Features

Bid Bonds:	No
Performance Bonds:	No
Warranty Bonds:	No
Letter of Credit:	No
Parent Company Guarantee:	No
Foreign Tax:	No
Negative Cash Flow:	No
Currency Type:	No
Licenses:	No
Bonus/Penalties Provisions:	No
Payment Terms:	No
Procurement:	No
Funding Source:	

14. Project Funding Needs

Is this Project Funded? No

Primary funding will be provided via successful passing of bond referendum Nov '07; pre-construction services are funded through general funds.

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15. Values

GPS:	3,960,000	Percent Go:	100
GBU Contract Share:	9,900,000	Percent Get:	60
Max Contract Value:	9,900,000	Percent Win:	60
Total Installed Cost:	9,900,000	Weighted GPS:	2,376,000

16. Pricing Strategy

- Program management fee established by BISD at \$11.6M and disclosed in the RFP. Parsons helped establish this budget.
- Our fee proposal is considerably lower in order to counteract Jacobs' experience advantage with Texas school districts.

17. Parsons Experience with Client

Parsons recently completed facility condition assessment which established the need for the \$388 million bond. Client has been and continued to be very pleased with Parsons performance.

18. Most Recent Customer Contact

Date	Type	Contact	Assigned To	Notes
------	------	---------	-------------	-------

19. Selection Criteria

- Proposing firm's overall financial strength and qualifications for program administrator services.
- Resources and the strength of the proposed team
- Experience in K-12 program amangement based upon the firm's experience and the submitted resumes associated with that experience
- Proposed schedule for program delivery
- Overall form and format of submission including ability to be concise and brief

20. Political Concerns

- Beaumont Enterprise appears to be unwilling to support bond program despite support by Chamber of Commerce, community and school board.
- Proposed leadership team is from the region and cognizant of the local politics. Challenges include maintaining the business community's support and counteracting the negative bias from the local media.
- Team members include local firms recommended by two of BISD's assistant superintendents. We're in the process of vetting these firms and making final selection.

21. Competition

Competitor Name	Strengths	Weaknesses
Jacobs Engineering	Experienced PM Service Provider	Lack of relationship with BISD
Turner (International)	Experienced PM Service Provider	Lack of relationship with BISD
Broadus	Experienced PM Service Provider	Lack of relationship with BISD

22. Discriminators/Key Themes

- Seamless transition from FCA to program management
- Emphasize IMPACT system, project definition, R&D, K12 advisory board
- Capabilities/Resources
- Existing relationship with BISD and knowledge of program

23. Project Manager and Other Key Personnel

BID Sponsor:	Alvaro Rizo-Patron
Proposal Manager:	Marvin Daniels

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Project Manager:

Secondary BID Sponsor:

Kimberley Jones

24. Teaming Arrangement

Parsons Role: Sole Prime

Teaming Agreement Required? No

Agent Required? No

Teaming Partner	Role	DBE Status	Share %	Status
MWBE	Field Inspections		10	To be determined.
Ware Inc.	Community Outreach		3	To be determined.

25. Cost of Obtaining Contract

Proposal Type	Labor	ODCs	Fringe	Total
	20,641	1,000	9,288	30,929
Cost Bid Total				30,929

26. GPS/Proposal Cost Ratio: 128.0

27. Opportunity Ranking

If client asked to name 3 firms for job, would we be one of the 3?	Yes
Do we have a similar flagship project?	Yes
Does client know the project manager?	No
Have we worked as team with subs on previous job?	No
Did we often visit client before RFP issuance to discuss interest?	Yes
Did we know about job 3 months prior to RFP?	Yes
Do we have a distinct differentiator or tech advantage?	Yes
Do we have a highly qualified individual for every key position?	Yes
Do we have 5 highly relevant jobs in last 5 years to reference?	Yes
Does 75% of people we will provide resumes have experience on 5 jobs?	Yes
Have we worked for client before?	Yes
Has project manager worked for us at least 3 years?	No
Has at least one of 5 jobs been for this client?	Yes
Have our subs worked for this client?	No
Have we worked with subs on at least 1 of 5 jobs?	No
Do we know what the winning price was for the job?	Yes

28. Win Strategy

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- Leverage excellent relationship with BISD's superintendent and facilities personnel. Parsons was hired earlier this year to provide facility condition assessment services to develop the scope and budget of the bond program.
- BISD recognizes Carl Rabenaldt and Johnnie Jordan as the key players who helped them get the bond referendum in the November ballot. They will be included in the org chart to provide continuity.
- BISD is a strategic client that will become the keystone of our Texas K-12 practice. A win will provide necessary momentum to counteract Jacobs' dominance and help us win mega-bond programs in Dallas and Houston.

We have been active participants of the definition of the work scope and PM approach. We will demonstrate our knowledge of the program and goals of the board and community throughout proposal and interview.

29. Action Plan

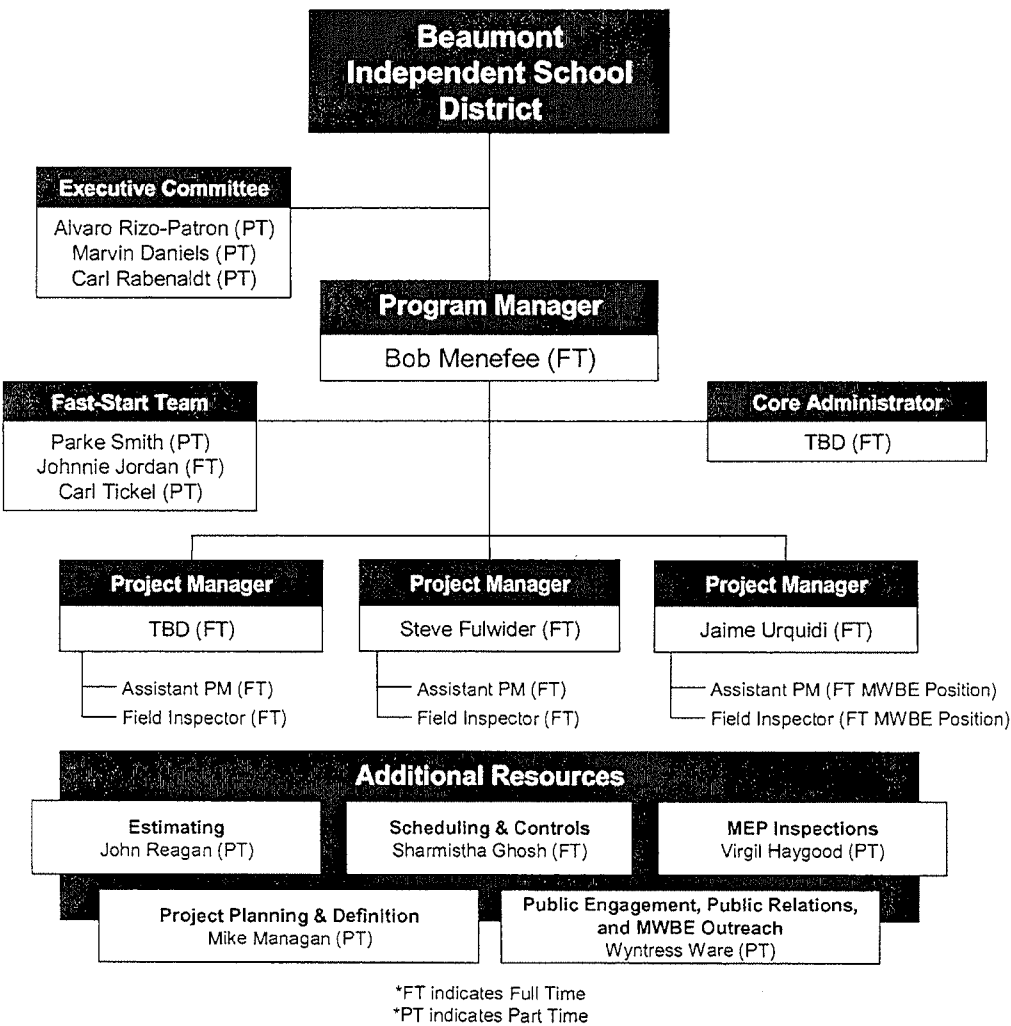
- Obtain a sample contract.
- Select MWBE teaming partner.
- Clarify questions regarding fee schedule and ODC's.

Section 3 – Teaming Arrangements & Responsibilities

Parson's has been teamed with the Beaumont Independent School District (BISD) on previous project assignments focused on Facility Condition Assessment Services and preliminary planning to date. This "on the ground" familiarization and understanding of the community and the community needs will assist us in our search for the appropriate teaming firms to help deliver this program successfully. We are in contact with several local architectural and construction firms interested in teaming opportunities. These firms command the respect and loyalty from several key staff members associated with BISD.

Our Program Work Plan for BISD includes the opportunity for our selected teaming member(s) to participate in project roles related to assistant project manager assignments, field inspection assignments and administrative support. Teaming members will also participate in both the design and construction phase of work. Mentoring and team building and support will always be a major focus in our daily interactions with our team members to obtain the maximum in performance from the team and best proven delivery strategies to our client.

Section 4 – Project Execution Plan



With over 11,000 employees worldwide, Parsons has a wide variety of experience in all scopes of work. The team we have assembled for BISD is capable of skillfully handling all of the items BISD asks for under the scope of work section of the RFQ. The chart below shows the expertise of our proposed staff in the requested scope items. Following the chart are descriptions of each scope item.

Scope Item	Marvin Daniels		Barke Smith	Steve Fulwider	John Rangan	Sharmishtha Choudhary
Development of scopes of work and budgets	✓	✓	✓	✓	✓	✓
Development of contracts/RFPs	✓	✓	✓	✓		✓
Resource loaded scheduling and estimating	✓	✓	✓	✓	✓	✓
Bidding, evaluations and negotiations	✓	✓	✓	✓	✓	✓
Management/coordination of design teams and design review	✓	✓	✓	✓	✓	✓
Cost verification/estimating	✓	✓	✓	✓	✓	✓
Value engineering	✓	✓	✓	✓	✓	✓
Coordinate/track agency approvals	✓	✓	✓	✓	✓	✓
Quality assurance/deficiency resolution	✓	✓	✓	✓		✓
Construction management	✓	✓	✓	✓		✓
On site inspection/documentation	✓	✓	✓	✓		✓
Payment approvals/all bond funds	✓	✓	✓	✓		✓
Construction and contract close out	✓	✓	✓	✓		✓
Move and relocation coordination	✓	✓	✓	✓		✓
Overall contract and document management	✓	✓	✓	✓		✓
Post occupancy evaluation/warranty tracking	✓	✓	✓	✓		✓
Community and school relations	✓	✓	✓	✓		✓

Development of Scopes of Work and Budgets

All phases of a program are important, but you never get to start from the beginning again. So we emphasize the program definition stage. In this stage we will review the itemized scope of work as it is shown in the approved bond document with the district staff and the project team. We will develop an initial project budget and a schedule for the work. We will look for areas where we might want to group projects or use a horizontal procurement method. For example, some neighboring school districts have a purchase agreement with an air-conditioning equipment manufacturer. By doing this, the district was able to expedite equipment delivery, lower the initial cost and get an extended warranty on the equipment.

We will review the district's education specifications and double check that they meet the state minimum requirements as well as any District standards. As the design for a facility proceeds from the conceptual stage to schematic design and design development phases, we will monitor the budget and the estimated cost.

We will check this cost estimate during the drawing review process at 25, 50, 75 and 95 percent complete construction documents. At each phase, we will agree on the estimate and it will be within the budget for the project. We will also identify alternates in value of 10 percent to ensure that on bid day we are able to meet our budget and award a contract to begin construction.

Our program manager and project managers will be a key part of the design review team. We will also review the mechanical drawings and specifications for coordination, completeness and compliance with the commissioning plan.

The design review meetings will include all interested parties and at least the project architect and engineer, the representative from the instructional side of the house, maintenance and operations, transportation and food service personnel, and athletic personnel. Our program staff will record the meeting notes and build a list of items that need to be changed or corrected. We will use this list to make sure the architect and engineers have completed all the changes prior to the next review meeting. This list will be reviewed at the following meeting. When we review the final construction documents, we will verify that every item on the list has been addressed.

Development of Contracts / RFPs

We will evaluate the project list and recommend how the projects should be assigned based on the best interests of BISD. Each firm's strengths and resources will be considered. Parsons will identify candidates for design teams, and contractors to notify about the up-coming projects. Develop and review of the RFPs and contracts to ensure that they address specific functional and design experience and presentation of options for client review, development of specific questions for interviews, and participation in the actual interviews.

We will work with the local and minority community to ensure that they are aware of the upcoming work and that they participate in the process. This is a standard process for us and we believe it benefits the community and BISD by keeping all parts of the community involved in the program.

Resource Loaded Scheduling and Estimating

Once the project is awarded, it becomes a team effort from the start of design and continuing through occupancy. The schedule will be accomplished through several scheduling sessions which we will organize and facilitate. The first facilitated session will be to position the main project activities in a general form so that the team understands and agrees to the time frames and relationship of programming, design phases, iterative budgeting, owner approvals, procurement, construction and commissioning. Usually several preliminary schedules are produced and refined until the initial comprehensive master schedule is approved and distributed to all concerned.

parties. This schedule, while general in nature will be the primary tool to assure that the project is on track during its initial design and budgeting phase.

As the initial design progresses, more detail is added to the general schedule via the second facilitated schedule session. This is when the team will meet again and we will add more internal phasing to the schedule. This additional definition of work activities, logic, and durations forms a more accurate basis for measurement.

At the completion of design development, the final schedule development session is held to identify and add the additional components and details, modify logic and durations, and provide the information needed to form the Comprehensive Project Schedule.

Procurement and permitting activities are identified and added as well as key submittals, shop drawings approvals, and material delivery lead times. The schedule is sorted by phase and illustrated in a bar chart format with the ability to produce time scaled, logic networks as needed. We also produce plan and elevation graphics to illustrate the various designated areas of the project and the phasing of the work.

This Comprehensive Project Schedule becomes the base line of measurement for the project. It is continually updated to show actual progress against planned progress. The frequency of these updates is ongoing. This process continues throughout the project until the last activity has been completed at which time an As-Built schedule is prepared for post project analysis and inclusion with close-out documents.

We follow the philosophy that schedules should be generated and maintained as a central communication tool in order to meet the overall goal of timely project completion. This means project schedules should be valid in their approach to assignment of time durations and logic relationships; therefore, a team approach is used to ensure that information contained within the schedule is based on broad personal experience as well as current project conditions.

Since the schedule is to be used as a central communication tool, it is our philosophy that it should be created and presented with the right balance of clarity and detail so that it is useful and understandable to all parties involved within the project team.

Bidding, Evaluations and Negotiations

During the construction phase it is important to select the best qualified contractors for the work. We will accomplish this by working with the project architects to develop a proposal package that clearly states what BISD is looking for in this contractor; however, there are other opportunities to consider as well.

One strategy for raising contractor awareness is to host a luncheon meeting at the Associated General Contractors office to publicize the upcoming projects in BISD and to encourage contractor participation. We will host this event on behalf of the BISD. It means a lot to the contracting community to get to meet and the Superintendent of Schools and other Managers and hear them talk about the plans for BISD. The project architects will also have the opportunity to present the plans and proposal schedules and the contractor gets the chance to plan what they want to pursue. We have used this approach and had great results. Of course none of this takes the place of advertising in accordance with the law. It just enhances the process.

The new delivery methods allow for a BISD to use other factors besides low price to determine the best value. Time to complete might be a priority on one project and not so

critical on another. We will keep these type of considerations in mind while developing and establishing criteria, the proposal package & selecting the delivery method.

Prior to hiring the first contractors, we will work with the staff to develop a selection process. We see our role as a facilitator, but we will also make a recommendation for award of contract in conjunction with the project architect. During the selection process we will review the proposals, check references, determine the contractor's ability to perform, and evaluate alternates. If the BISD desires, we will prepare the action item for School Board approval.

We will work with the BISD Purchasing Department to place the required advertisements or if the BISD prefers, we will provide this service. We will also facilitate, participate and collaborate with BISD during the evaluation and negotiations of the different bond program partners.

Management / Coordination of Design Teams and Design Review

In addition to design review/constructability reviews by the Program Manager and Construction Management team, the team will also focus on functional and operational issues in reviewing design proposals presented for each project. In this work, client agency representatives would be included at each stage. We will begin by conducting a briefing session with each design team to introduce them to the key design requirements, answer questions, provide clarifications, and identify any unresolved issues for further assessment. The team would attend several review sessions during schematic design, with fewer during design development and contract documents stages.

Cost Verification / Estimating

Cost estimating is both a science and an art. And it is not a one time pursuit. It is ongoing from the pre-design phase right through the construction phase.

We have in-house estimators that will provide cost estimates at each step. The architect will also provide a cost estimate, and if a construction manager is involved, they will provide an estimate also. At each interval, when the team develops an estimate, we will review each other's numbers and come to an agreement of what our project team believes is the estimate that best reflects the project's actual cost. We had great success using this strategy in the 1999 Bond program.

We will check this cost estimate during the drawing review process at 25%, 50%, 75% and 95% complete construction documents. At each phase, we will agree on the estimate and it will be within the budget for the project. We will also identify alternates in value of 10% to ensure that on bid day we are able to meet our budget and award a contract to begin construction.

At each phase, we will agree on the estimate and it will be within the project budget. If we are not within budget, we will work with the architect to provide options for bringing the project within budget.

Value Engineering as Required

As the name implies, value engineering is about getting the most value for the least cost. Most like our value engineering sessions include the PM or CM, the AE, specialty contractors and the end user. It is best if it is done early in the process – before the design. However, there will value doing it during the design phase.

Coordinate / Track Agency Approvals

We will create a program-specific website for collaboration among the entire team called *IMPACTteam*. It integrates seamlessly with *IMPACTprogram*, and together they enable a program management team to process, monitor and report the myriad details of your design and construction program. They can facilitate and record workflow and summarize information at any level of the program.

Our software serves as a central filing cabinet to track, document, and facilitate construction processes. Payments, RFIs, ASIs, Change Orders, and Submittals can all be created, monitored and processed within *IMPACTteam*. Team members can manage documents such as drawings, pictures and meeting minutes. This data is stored in the *IMPACTprogram* database, thereby reducing errors and time wasted reentering data. Automatic e-mail generation and action-item lists allow the project team to quickly identify and respond to scope issues. And it is web-based, so information will always be accessible, timely, and correct. The result is a streamlined workflow and a centralized source of project information.

Quality Assurance / Deficiency Resolution

Parsons is a strong advocate of employing a project-specific quality plan. We have an ongoing quality effort for all of our projects through a “lessons learned” method that captures and transfers information from project to project. *IMPACTteam* includes “lessons learned” database collected from our programs across the country. The application of these lessons helps us improve overall quality on each successive program. We are serious about quality and our inspectors will provide our first line of defense for quality assurance. We will start inspections for compliance with specifications as soon as site work starts. We will employ a materials testing lab for steel and concrete testing, and verify that the CM is complying with safety and environmental inspections required under law. We will track the progress of as-built drawings by verifying status during the periodic pay application process.

We will pay special attention to specific controls such as welder licensing and certification during medical gas piping installation. Our thorough review of submittals and shop drawings will be aimed to minimize problems in the field by verifying materials and quantities. We will continuously ensure that the CM’s workmanship brings the art and science of the design intent to life during construction.

We believe project quality depends fundamentally on meeting the Owner’s definition of quality. The collaborative process described earlier will be used to set standards and goals. It is essential to develop project-specific quality goals as a team rather than imposing static definitions of quality on any one team member.

Controlling quality starts in the early phases of design. Before design starts the team will discuss and review systems and materials to establish the finished project standards.

We will perform several types of construction document reviews. Constructability reviews, cost/budget reviews, value engineering, scope reviews, dimension reviews, bid ability, and interdisciplinary coordination reviews. A major source of design errors and omissions is the point of interface between disciplines. The following construction document review system is specifically designed to address points of interface, enabling our review team to locate coordinate discrepancies between disciplines.

Quality is the measurement of conformance to requirements. It is our responsibility to help the client define those requirements. The more clearly the client's requirements are defined, the more likely it is that they will be met. The final definition of quality results from a collaborative effort among team members, and from reconfirmation throughout the project.

Construction Management

Once construction starts we will have a weekly construction meeting with the CM, architect and PM present. We will see that minutes are taken and distributed via the program website. We will establish action items and completion dates, track issues to their resolution and preserve the minutes as a record of the project. At each weekly meeting we will review a look ahead schedule to verify the contractor's progress. If there is a delay, we will require a recovery schedule illustrating how the CM will get back on schedule.

During this phase, we will have a team visit the site to execute the contract strategy that best serves the District's interests. The team will keep the projects on time and within the budget by serving as the project focal point. We will receive contractor questions, document them and expedite the team's response to keep the project on track. For contractor proposed changes, Parsons will analyze the cost and time impact to the project and make recommendations to the District. We will provide all services necessary to produce the required deliverables and manage the project.

On Site Inspection / Documentation

The project architect and engineer will be primarily responsible for inspections/observations during the construction process. We will support this effort with our QC inspectors. Our project manager will track any issues that come up and make sure they are resolved. During the substantial completion inspection, our project manager will walk the facility with the contractor, architect and the District representative to make sure all needed corrections are listed on the final punch list.

Our project managers will visit the sites to ensure the work is proceeding properly and work with the project team to answer questions. Our Quality Control inspectors will also be visiting the sites on a regular basis and especially prior to any cover up work being started. We believe that one project manager can effectively handle more than one project at a time. So this means they won't be on site 100% of the time. They will always be available to the project team. We will coordinate with the project architect and QC inspector to ensure adequate on-site coverage.

We will utilize the IMPACT program software to manage the all documentation and progress. By utilizing this technology, we will be able to keep all members of the program team informed on the progress. We will also provide regular commissioning

status reports. These reports will detail the progress of the commissioning process, major activities, and documented non-compliance items.

Payment Approvals / All Bond Funds

We will establish a procedure with the architect, contractor and the District for pay application review. Usually we review a preliminary application with the architect and contractor, make any adjustments, then the contractor submits the application to the architect who approves it and forwards it to us for final review and processing. Each pay application that we process will be entered into the IMPACT system, so we can always see where we are on payment status and percentage of completion. We will also work with the district's accounting department to establish an interface with the district's software so payment application data can be verified and transferred without them having to re-enter it.

We will establish a procedure with the architect, contractor and BISD for the review of applications for payment. Usually we review a preliminary "pencil copy" application with the architect and contractor and make any necessary adjustments. The contractor then submits the application to the architect who approves it and forwards it to the PM team for final review and processing. Each application for payment will be entered into IMPACT*program* so we always maintain the current accounting status on the program.

Construction and Contract Close Out

Our project managers will review the punch list and track and report progress in our weekly and monthly reports.

We will schedule the user operation and maintenance training as required in the specifications and document that it took place, with the correct people present.

We will develop a project closeout checklist and review the close-out document packages for completeness prior to acceptance and transmittal to the District.

Move and Relocation Coordination

Moving the staff, furniture, equipment and materials must be properly planned for a smooth transition. We will lead this planning and execution. We believe your staff should ideally have at least two weeks prior to the opening of the facility. That date is always incorporated into our master and construction schedules. We will also be sure that all necessary close-out documents and final reports are submitted to the district.

Our program manager will work closely with the staff to coordinate the move-in process. The move will define the overall success of the project to many stakeholders.

Our project managers will work closely with building principals and other District staff to coordinate the move-in process. We will work with the building users in the early planning stages to make sure we minimize the inconvenience to staff and students. We will continue this effort throughout the final move-in process.

We will help both staff and moving professionals coordinate the relocation through:

- Developing schedules, tasks, and responsibilities for move components
- Creating a champion for each coordinated move
- Working with involved staff on a communication plan for staff, physicians, and the community

- * Integrating security, IT/IS, administrative departments and vendors to support equipment relocations

Overall Contract and Document Management

Once we have the program budget and schedule approved we will have a workshop to implement document management technology. We will work with the BISD staff that will be using the system to determine how to best set them up to meet their needs. We will use the format you provide for the monthly status report and will tailor our internal tracking and reporting screens to support your needs. We will make IMPACT^{program} available to your staff as necessary and will provide user training. IMPACT^{program} will provide a complete accounting picture of the program, organized in one location. Parsons has developed project management software that is unique in the industry. It was designed to manage and report the information that is critical to our clients and to be easily customized to a client's particular needs. Our software suite provides a way to organize and manage data that would otherwise be scattered and hard to use. Because our project team won't waste time managing data, they will be able to focus their efforts on managing the program.

It's no longer practical to manage large programs without good information systems. Over the course of your bond program, tens of people will make thousands of decisions. The effects of their decisions will have far-reaching implications. With a fast moving multi-project bond program like yours, all that information can't be tracked in people's heads or with a paper-based filing cabinet approach. Instead, we manage programs using online communication, relational databases and intuitive user interfaces. We approach software design by first assuming that "one size does *not* fit all." We have found that some projects require custom systems, while others can use off-the-shelf applications that are simply integrated for data sharing. Because we own the code, we can readily modify our software to the Client's specific needs. Below is an example of what the overview "dashboard view" of IMPACT would look like for BISD.

IMPACT Software

In the past, program management tools often impeded the actual work. Too much time was spent managing the data instead of managing the program. With cost data being kept in accounting, schedule information controlled by managers and the scope of work in the hands of the A/Es, it was difficult to get everyone on the same page. IMPACT changes that. It records the agreements and the cost, schedule and scope information necessary to deliver a program, leaving managers free to concentrate on the critical issues. With IMPACT, our construction management team will have a single, central place to collect facts and make them available to the extended project team.

We believe IMPACT is unique in the industry. It's the only software we know of that's designed with a multiple-project program in mind. It is also one of the few systems that focus on information of interest to owners.

Focusing the process

The concept behind IMPACT is to provide a simple way to organize the enormous assembly of agreements in various forms and in multiple tiers that exist in a design and

construction program. IMPACT allows users to organize these contracts via the agreement tree—a logical hierarchy of grouped contracts. In the agreement tree in the sidebar, the contracts are organized by type into: program administration, horizontal procurement and individual campuses.

The Best Documentation

During the course of every program issues will develop involving schedules, cost information, scope of work or simply who did what and when. When there is a problem, good documentation can support a speedy resolution. The screenshot below shows the IMPACTteam site used to manage documents like RFIs, punch lists, and meeting minutes. With its extensive reporting abilities, excellent documentation and search capabilities, IMPACT provides the solution to documentation issues.

Post Occupancy Evaluation / Warranty Tracking

We will work together with District staff to develop a warranty request reporting process that ensures that items get corrected in a timely manner.

Our team strongly believes in the value of conducting Post-Occupancy Evaluations (POEs) of your facilities after they are completed and occupied. During the Project Definition Phase, Programming Phase and Design Phase there will be literally thousands of decisions made that will have an impact on a building's ability to fulfill the District's educational goals. POE will allow the entire team to learn what does and doesn't work, make recommendations for corrections, and, most important, incorporate these lessons learned into the decision making process for future buildings.

Community and School Relations

Keeping the community apprised of the bond program progress and status is key to the success of the program. To ensure the community has access to bond program information, in real-time, we will maintain a Bond Program website.

In working with the Owner Representative, Parsons will establish an electronic format for weekly updates on the projects. Issues requiring immediate attention for action or information, whether physical/technical/actual or political in nature, will be communicated by phone call or face-to-face.

We will keep the community advised of the progress of the work by holding meetings at open houses at the schools or another District facility regularly

We also anticipate working with a design committee during the design of all facilities. The design committee may include the building principal or their designee, representatives from the Curriculum and Instruction department and any other person appointed by the district.

Additional Scope Items

FEMA Negotiations

In addition to bond funded projects, Parsons is equipped to help BISD with any outstanding recovery projects or pending FEMA reimbursement negotiation issues from Hurricane Rita. Members of our back-office support staff resources have extensive

experience in recent disaster events in the region, including Tropical Storm Allison in Houston, Hurricane Katrina in New Orleans, and Hurricane Rita in Beaumont.

Section 5 – Cost Loaded Schedule

See next page.

SECTION 5
COST LOADED SCHEDULE

(Calculations form the basis of the fee proposal to the Owner)

Pricing Schedule for:
Project Name:

Beaumont Independent School District - Capital Improvement Program
Beaumont Independent School District 2007 Bond Program

PARSONS

Activity/Staffing	2007	2008	2009	2010	2011	Totals
	1 Month	12 Months	12 Months	12 Months	12 Months	
Mobilization						
Program Principal	80					80
Program Manager	160					160
Sector leader	40					40
Project Manager	160					160
Project Manager	160					160
Project Manager	160					160
Core Administrator	160					160
Administrative Assistant	160					160
Controls Manager	160					160
IT Support	80					80
Scheduling Support	180					180
						0
Planning/Design-Pre-Con						
Program Principal		520	240			760
Program Manager		2800	960			3760
Sector leader		104	48			152
Project Manager		2080	960			3040
Project Manager		2080	960			3040
Project Manager		2080	960			3040
Core Administrator		2080	960			3040
Administrative Assistant		2080	960			3040
Controls Manager		2080	2080			4160
IT Support		208				208
Scheduling Support		208	208			416
Administrative Assistant			960			960
Assistant Project Manager		2080	2080			4160
Assistant Project Manager		2080	2080			4160
Field Representative			960			960
Field Representative						0
Field Representative						0
Senior Estimator		520	320			840
Estimator Support		520	320			840
Operations Support		104	56			160
Project Definition Support		104				104
FCA Lead Support		80				80
Safety Support		104	40			144
Public Engagement						0
						0
Bid/Award/Construction						
Program Principal			280	520	520	1320
Program Manager			1,120	2080	2080	5280
Sector leader			56	56	56	168
Project Manager			1,120	104	104	1328
Project Manager			1,120	2080	2080	5280
Project Manager			1,120	2080	2080	5280
Core Administrator			1,120	2080	2080	5280
Administrative Assistant			1,120	2080	2080	5280
Controls Manager			1,120	2080	2080	5280
IT Support						0
Scheduling Support				208	208	416
Administrative Assistant				2080	2080	4160
Assistant Project Manager				2080	2080	4160
Assistant Project Manager				2080	2080	4160
Field Representative				2080	2080	4160
Field Representative				2080	2080	4160
Field Representative				2080	2080	4160
Senior Estimator			320	520	520	1360
Estimator Support			320	208	208	736
Operations Support			104	104	104	312
Project Definition Support			48			48
FCA Lead Support			48			48
Safety Support			48	104	104	256
Public Engagement			40	40	40	120
Total						101316

Annual Totals as % of 2080

Rates

Total Hourly Labor Cost

\$67.30	\$69.99	\$72.79	\$75.70	\$78.73
\$52.88	\$55.00	\$57.20	\$59.48	\$61.86
\$76.92	\$80.00	\$83.20	\$86.52	\$89.99
\$45.67	\$47.50	\$49.40	\$51.37	\$53.43
\$45.67	\$47.50	\$49.40	\$51.37	\$53.43
\$45.67	\$47.50	\$49.40	\$51.37	\$53.43
\$21.63	\$22.50	\$23.40	\$24.33	\$25.30
\$21.63	\$22.50	\$23.40	\$24.33	\$25.30
\$36.05	\$37.49	\$38.99	\$40.56	\$42.17
\$36.05	\$37.49	\$38.99	\$40.55	\$42.17
\$36.05	\$37.49	\$38.99	\$40.55	\$42.17
\$36.05	\$37.49	\$38.99	\$40.55	\$42.17
\$28.85	\$30.00	\$31.20	\$32.45	\$33.75
\$28.85	\$30.00	\$31.20	\$32.45	\$33.75
\$28.85	\$30.00	\$31.20	\$32.45	\$33.75
\$57.69	\$60.00	\$62.40	\$64.89	\$67.49
\$40.87	\$42.50	\$44.20	\$45.97	\$47.81
\$69.23	\$72.00	\$74.88	\$77.87	\$80.99
\$76.92	\$80.00	\$83.20	\$86.52	\$89.99

SECTION 5

COST LOADED SCHEDULE

(Calculations form the basis of the fee proposal to the Owner)

Operations Support	\$43,26	\$44.99	\$46.79	\$48.66	\$50.61
Project Definition Support	\$31.25	\$32.50	\$33.80	\$35.15	\$36.56
FCA Lead Support	\$43.26	\$44.99	\$46.79	\$48.66	\$50.61
Safety Support	\$31.25	\$32.50	\$33.80	\$35.15	\$36.56
Public Engagement	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00

Total Labor Cost In Dollars

Program Principal	\$3,461	\$36,396	\$56,778	\$39,366	\$40,940
Program Manager	\$8,461	\$153,987	\$218,045	\$123,724	\$128,673
Sector leader	\$2,115	\$8,320	\$9,652	\$4,845	\$5,039
Project Manager	\$7,307	\$98,793	\$102,745	\$5,343	\$5,556
Project Manager	\$7,307	\$98,793	\$102,745	\$106,855	\$111,129
Project Manager	\$7,307	\$98,793	\$102,745	\$106,855	\$111,129
Core Administrator	\$3,461	\$46,790	\$48,662	\$50,608	\$52,632
Administrative Assistant	\$3,461	\$46,790	\$48,662	\$50,608	\$52,632
Controls Manager	\$5,768	\$77,983	\$124,773	\$84,347	\$87,721
IT Support	\$2,884	\$7,798	\$0	\$0	\$0
Scheduling Support	\$6,489	\$7,798	\$8,110	\$8,435	\$8,772
Administrative Assistant		\$0	\$37,432	\$84,347	\$87,721
Assistant Project Manager		\$62,408	\$64,905	\$67,501	\$70,201
Assistant Project Manager		\$62,408	\$64,905	\$0	\$70,201
Field Representative		\$0	\$29,956	\$67,501	\$70,201
Field Representative		\$0	\$0	\$67,501	\$140,377
Field Representative		\$0	\$0	\$134,978	\$99,449
Senior Estimator		\$37,440	\$47,923	\$40,495	\$42,114
Estimator Support		\$41,598	\$53,246	\$17,997	\$18,717
Operations Support		\$4,679	\$7,486	\$5,061	\$5,263
Project Definition Support		\$3,380	\$1,622	\$0	\$0
FCA Lead Support		\$3,599	\$2,246	\$0	\$0
Safety Support		\$3,380	\$2,974	\$3,656	\$3,802
Public Engagement		\$0	\$6,000	\$6,000	\$6,000
	\$58,021	\$901,135	\$1,134,612	\$1,070,021	\$1,212,272

Fringe (47% less Cost for Public Engaement)
Other Direct Costs

\$27,270	\$423,533	\$533,268	\$502,910	\$569,768
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Grand Total Cost

\$85,291	\$1,324,668	\$1,667,880	\$1,572,932	\$1,782,039	\$6,085,027
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Profit	\$239,521	\$651,374	\$730,854	\$890,926	\$911,046	\$3,423,725
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Fee	\$314,219	\$1,878,822	\$2,123,307	\$2,564,386	\$2,628,018	\$9,508,752
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Raw Multiplier	2.25	2.25	2.25	2.25	2.25	
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Section 6 – Cash Flow Table

See following page.

CASH FLOW TABLE OF DATA

Program Name: HSD Capital Improvement Program						Program Manager: Bob Menefee				
Primary Parsons Entity:						Date Prepared: 1-Oct-07				
Add'l Entities Involved:						Client-held Retention:				
Prime Contract Pmt. Terms: Monthly						Parsons-held Retention:				
JV Partner Pmt. Terms: Monthly (if applicable)						Est. Overhead Allocation: \$ -				
Markup/Fee Structure: Fixed Fee Sum Contract with 2.25 Multiple										
	CASH EXPENDITURES (\$000)					TOTAL CASH RECEIPTS (\$000)	NET CASH (\$000)		MONTHLY CASH FLOW OF NPP	
Month	Parsons Salaries and Fringe	JV Partner	Equipment and Material	Other Direct Costs	Total		Monthly	Cumulative		
1 Dec-07	74,698				74,698	314,219	239,521	239,521	239,521	
2 Jan-08	71,044				71,044	108,740	37,696	277,217	37,696	
3 Feb-08	71,044				71,044	108,740	37,696	314,913	37,696	
4 Mar-08	107,555				107,555	164,625	57,070	371,983	57,070	
5 Apr-08	107,555				107,555	164,625	57,070	429,053	57,070	
6 May-08	107,555				107,555	164,625	57,070	486,123	57,070	
7 Jun-08	107,555				107,555	164,625	57,070	543,193	57,070	
8 Jul-08	107,555				107,555	164,625	57,070	600,263	57,070	
9 Aug-08	107,555				107,555	164,625	57,070	657,333	57,070	
10 Sep-08	107,555				107,555	164,625	57,070	714,403	57,070	
11 Oct-08	107,555				107,555	164,625	57,070	771,473	57,070	
12 Nov-08	109,816				109,816	168,086	58,270	772,673	58,270	
13 Dec-08	115,154				115,154	176,256	61,102	833,775	61,102	
14 Jan-09	105,825				105,825	161,977	56,152	889,927	56,152	
15 Feb-09	105,825				105,825	161,977	56,152	946,079	56,152	
16 Mar-09	105,825				105,825	161,977	56,152	1,002,231	56,152	
17 Apr-09	107,900				107,900	165,154	57,254	1,059,485	57,254	
18 May-09	105,825				105,825	161,977	56,152	1,115,637	56,152	
19 Jun-09	113,807				113,807	174,195	60,388	1,176,025	60,388	
20 Jul-09	120,639				120,639	184,651	64,012	1,240,037	64,012	
21 Aug-09	118,563				118,563	181,474	62,911	1,302,948	62,911	
22 Sep-09	125,381				125,381	191,910	66,529	1,369,477	66,529	
23 Oct-09	127,457				127,457	195,087	67,630	1,437,107	67,630	
24 Nov-09	125,381				125,381	191,910	66,529	1,503,636	66,529	
25 Dec-09	130,025				130,025	191,018	60,993	1,564,629	60,993	
26 Jan-10	143,649				143,649	219,871	76,222	1,640,851	76,222	
27 Feb-10	139,510				139,510	213,536	74,026	1,714,877	74,026	
28 Mar-10	139,510				139,510	213,536	74,026	1,788,903	74,026	
29 Apr-10	141,663				141,663	213,831	72,168	1,861,071	72,168	
30 May-10	139,518				139,518	213,536	74,018	1,935,089	74,018	
31 Jun-10	137,751				137,751	210,844	73,093	2,008,182	73,093	
1 Jul-10	139,518				139,518	213,548	74,030	2,082,212	74,030	
2 Aug-10	137,366				137,366	210,254	72,888	2,155,100	72,888	
3 Sep-10	137,366				137,366	213,254	75,888	2,230,988	75,888	
4 Oct-10	139,518				139,518	213,548	74,030	2,305,018	74,030	
5 Nov-10	135,366				135,366	210,254	74,888	2,379,906	74,888	
6 Dec-10	142,671				142,671	218,374	75,703	2,455,609	75,703	
7 Jan-11	142,671				142,671	218,374	75,703	2,531,312	75,703	
8 Feb-11	142,671				142,671	218,374	75,703	2,607,015	75,703	
9 Mar-11	142,671				142,671	218,374	75,703	2,682,718	75,703	
10 Apr-11	142,671				142,671	218,374	75,703	2,758,421	75,703	
11 May-11	142,671				142,671	218,374	75,703	2,834,124	75,703	
12 Jun-11	142,671				142,671	218,374	75,703	2,909,827	75,703	
13 Jul-11	142,671				142,671	218,374	75,703	2,985,530	75,703	
14 Aug-11	142,671				142,671	218,374	75,703	3,061,233	75,703	
15 Sep-11	142,671				142,671	218,374	75,703	3,136,936	75,703	
16 Oct-11	142,671				142,671	218,374	75,703	3,212,639	75,703	
17 Nov-11	142,671				142,671	218,374	75,703	3,288,342	75,703	
18 Dec-11	147,591				147,591	225,904	78,313	3,366,655	78,313	
19 Jan-12								3,366,655	-	
20 Feb-12								3,366,655	-	
21 Mar-12								3,366,655	-	
22 Apr-12								3,366,655	-	
23 May-12								3,366,655	-	
24 Jun-12								3,366,655	-	
25 Jul-12								3,366,655	-	
26 Aug-12								3,366,655	-	
27 Sep-12								3,366,655	-	
28 Oct-12								3,366,655	-	
29 Nov-12								3,366,655	-	
30 Dec-12								3,366,655	-	
TOTAL	6,085,027	-	-	-	6,085,027	9,508,752	3,423,725		3,423,725	
							NPP Discounted at 8% Yr:			2,919,255

Section 7 – Buyout Justification and Quotations

Not Applicable

Section 8 – Tax, Currency and Insurance Issues

Not Applicable

Section 9 – Risk Management

See following memos.

Project Name: Program Management Services for 2007 Bond Program
Client: Beaumont Independent School District

Risk	Risk Level: Before Mitigation (N/A, Moderate, Sig/Severe)			Contingency	
	N/A	M	S*	Potential \$k	Request \$k
Contractual Risks					
1 Consequential damages		X			
2 Liquidated damages	X				
3 Liability caps and sub caps	X				
4 Property damage	X				
5 Damage to client property	X				
6 Indemnities and hold harmless clause		X			
7 Limits of liability outside of policy	X				
8 Deficient services clause	X				
9 Fixed date schedule obligations	X				
10 Lack of force majeure clause	X				
11 Latent defects clause	X				
12 Onerous changes clause	X				
13 Third party injury and damages		X			
14 Unique country or local risk	X				
15 Intellectual property ownership	X				
16 Owner's right to terminate	X				
17 Contractor's right to terminate	X				
18 Export control and boycott	X				
19 Dispute resolution clause	X				
20 Time is of the essence clause	X				
21 Design to cost clause	X				
22 Warranty conditions	X				
23 Can't pass down risks to subs	X				
24 Proper use of Parsons entities (PCI, etc.)	X				
25 Service Contract Act	X				
26 Davis Bacon Act	X				
				0	0
Financing & Financial Risks					
27 Inflation and escalation assumptions	X				
28 Certainty of funding - client liquidity	X				
29 Parent guarantees, LC's, bonds	X				
30 Unfavorable compensation terms (>30d)	X				
31 Large working capital requirements (>500k)	X				
32 Revenue use limitations	X				
33 Rate/toll setting authority	X				
34 Collection enforcement	X				
35 Credit risk	X				
				0	0
Tax issues					
36 Tax issues	X				
				0	0
Currency issues					
37 Currency exchange rates and convertibility	X				
				0	0
Insurance Requirements					
38 Unusual insurance requirements	X				
				0	0
Health & Safety Risks					
39 Heavy equipment use	X				
40 Overhead work	X				

Risk	Risk Level: Before Mitigation (N/A, Moderate, Sig/Severe)			Contingency	
	N/A	M	S*	Potential \$k	Request \$k
Estimate & Schedule Accuracy Risks					
45 Quantities by major CSI	X				
46 Unit prices by major CSI	X				
47 Productivity by major CSI	X				
48 Insufficient design/vague perf specs prior to bid	X				
49 Missing Scope	X				
50 New design or construction technology	X				
51 Unknown location	X				
52 Accuracy of subcontractor quotes	X				
53 Lack of bid time or resources	X				
54 Tightening labor market	X				
55 Uncertain delivery schedules	X				
56 Inability to lock or enforce vendor price agreements	X				
57 Unreasonable client schedule expectations	X				
58 Bid spread (lowest compared to next lowest)	X				
59 Small schedule float	X				
60 No weather days in contract	X				
				0	0
Procurement & Subcontracting Risks					
61 Supplier or subcontractor default	X				
62 Unable to meet insurance requirements	X				
63 Exceptions to terms and conditions	X				
64 Poor safety record	X				
65 Absence of bid bond	X				
66 Subcontractor performance	X				
67 Unknown subcontractors	X				
68 Tightening material market	X				
69 Multinational teaming relations	X				
70 Subcontracting Levels	X				
71 American flag carrier	X				
72 Incomplete scope/CSI coverage in bids	X				
				0	0
Environmental Risks					
73 Abnormal environmental or ecological restrictions	X				
74 Disposal of contaminated soils and materials	X				
75 Haz mat spills during construction and operation	X				
76 Handling of lead paint, asbestos, PCB's, etc.	X				
77 Air quality standards	X				
78 Historical preservation/artifacts	X				
				0	0
Political and Governmental Risks					
79 Changes by Agencies / Regulators	X				
80 Delays by Agencies / Regulators / Third Parties	X				
81 Restrictions on imported materials	X				
82 War, revolution, civil disorder, or terrorism	X				
83 Local content requirements	X				
84 Political sponsor / support for project	X				
85 Beneficial treatment to competing facilities	X				
86 Code and standards changes	X				

Project Name: Program Management Services for 2007 Bond Program
 Client: Beaumont Independent School District

Risk	Risk Level: Before Mitigation (N/A, Moderate, Sig/Severe)			Contingency	
	N/A	M	S*	Potential	Request
				\$k	\$k
41 Confined spaces	X				
42 Hazardous materials		X			
43 Other physical hazards	X				
44 Pestilence and disease	X				
				0	0

*Requires Risk Analysis Worksheet

Risk	Risk Level: Before Mitigation (N/A, Moderate, Sig/Severe)			Contingency	
	N/A	M	S*	Potential	Request
				\$k	\$k
87 Non-payment or approval by government	X				
88 Uncertain legal system	X				
89 Corruption / enforceability	X				
				0	0

PARSONS

Section 9 – Risk Management

MEMORANDUM

TO:	Marvin Daniels
FROM:	Karin Dwight
SUBJECT:	Beaumont ISD Program Management Risk Memo
DATE:	September 26, 2007

I have reviewed the above referenced RFP and below you will find my comments.

Client: Beaumont Independent School District
Services: Program Management
Project: Various
Fee: \$10,000,000.00
Parsons Entity: Parsons Commercial Technology Group Inc. ("Program Manager")

Basic Project Information:

Parsons will perform Program Management Services for Beaumont ISD on various capital improvement projects. Parsons will be compensated on a lump sum basis for pre-construction services and on a fee percentage basis for the construction phase of the program.

The RFP does not include a sample contract nor does require RFP responses to note any exceptions to the limited terms and conditions included in the RFP.

The insurance types, limits and requirements as stated in the RFP can be provided without the purchase of a project specific insurance policy.

The indemnity language included in the RFP is overly broad and not limited to the extent of Parsons' negligence. If Parsons is awarded this work, this language will need to be revised in the final agreement between Beaumont ISD and Parsons.

To further protect our interests, a statement should be included in our RFP response conditioning our proposal upon negotiation of a mutually acceptable contract.

PARSONS

Interoffice Correspondence

To: Marvin Daniels (T) 817.255.2731

Date: September 26 2007

From: Jan Stockton

Phone: 505.991.3585

Subject: BEAUMONT ISD Bond Program

The RFP for the Beaumont Independent School District services has been reviewed in accordance with SHARP requirements and the EPR Guidelines. The overall health and safety risk level for Parsons on this project is characterized as Moderate. The following risk review is offered to help focus project safety, health and risk management efforts.

Project Safety Philosophy/Goals

The project team will develop a project safety philosophy based on appropriate input from all parties. The project safety philosophy will reflect the collaborative management approach of the Parsons policies, project management plan and the project safety plan. A ZERO incident approach to managing risk has been initiated in the project planning phase for this \$388.6 million dollar multi-prime project, which includes the construction of nine (9) new elementary campuses, one (1) new Middle School, a multipurpose facility, and renovations to a number of existing campuses.

Safety Management Plan for Program Management Support Services

The safety plan for Parsons will be customized to our role as Program Manager for the Beaumont ISD Bond Program. The plan will be written in the SHARP format with additional SHARP elements of risk control as required. Contractor selection has not been made. Contractors will contract directly with the owner. Safety management includes a review of subcontractor selection qualifications, a review of contractor site specific safety plans for the purposes of coordinating the safety programs with multiple entities; the verification and validation of safety program implementation as well as regulatory compliance.

Safety Staffing Plan

This project will not require a full time safety professional for Parsons; however, an individual with more than cursory knowledge of safety regulations will be required to support the contract requirement of monitoring the safety implementation of contractors' safety programs. Our safety professional will assist with safety plan development, implementation, training, and will provide a minimum of quarterly reviews of project risk control for the program management team. Daily safety activities will be carried out by project staff under the direction of our safety professional.

Specialized Training

Site employees that will be tasked with reviewing contractor daily site activities are scheduled to complete the on line OSHA 10/30 hour training prior to the kick off of this project. Controlling party safety issues could include the need for a "competent person", but generally speaking those exposures will be controlled by the other contractors. Competent person requirements shall be met either by other contractors or by Parsons (if required), and the project team will verify that current certification cards or certified operator cards are available on site.

Major Exposures

This project includes a number of high-risk construction activities, which can present hazardous exposures in the course of construction. However, implementing the Project Safety Plan and focused safety training help control hazards and maintain risk at acceptable levels.

Key hazards for demolition and construction activities may include but not necessarily be limited to:

- Fall from Elevations
- Falls on Grade/Uneven surfaces
- Caught In/Between
- Struck-By/Against
- Electrical Shock
- Fire
- Motor Vehicle Incidents
- Job Site Security

Section 10 – Estimate Summary

Estimate for ODCs to be negotiated.

BISD Program Management Services-Other Direct Costs-EXHIBIT C September 30, 2007

New Construction of the Campus Renovation					
Recurring Monthly Office Expenses	1	MTH		9,755	
Monthly Office Rental/Real Estate Tax	1	MTH	6,000	6,000	
Monthly Internet Costs	1	MTH	260	260	
Monthly Office Utilities	1	MTH	850	850	
Monthly Telephone Costs	1	MTH	2,000	2,000	
Monthly Parking	1	MTH	645	645	
Office Mobilization Expenses	1	MTH		164,900	164,900
<i>(Mobilization costs billed to client in first month of Contract Billing Period)</i>					
Office Space					
Lease Space Improvement Allowance Cost	1	TOT	0	0	
	0	E	0	0	
Furniture	0	E	50,000	50,000	
Furniture Purchase Allowance (includes shipping costs)	1	TOT	0	0	
	0	E	0	0	
Office Equipment Purchase					
Printer (4)	1	TOT	6,000	6,000	
Fax Machines (4)	1	TOT	2,000	2,000	
Desk Top Computer (2)	1	TOT	6,000	6,000	
Scanner (1)	1	TOT	3,500	3,500	
Digital Cameras (4)	1	TOT	2,000	2,000	
Laptop Computers (6)	1	TOT	24,000	24,000	
Digital Projectors (2)	1	TOT	8,000	8,000	
Projection Screen (1)	1	TOT	400	400	
Telephone					
Installation (15 lines)	1	TOT	12,000	12,000	
	0	E	0	0	
Network and Hardware					
Network and High Speed Internet Installation (15 Connections)	1	TOT	10,000	10,000	
	0	E	0	0	
	0	E	0	0	
Software					
Primavera P3 (2 Licenses)	1	TOT	8,000	8,000	
Timberline	0	E	0	0	
Cost Modeling Software	0	E	0	0	
IMPACT	0	E	0	0	
CAD Software (2 Licenses)	1	TOT	8,000	8,000	
Web Software	0	E	0	0	
Program Manager Relocation Allowance	1	TOT	25,000	25,000	
Other Recurring Monthly Expenses	1	MTH		25,250	25,250
Special Consultation Allowance (Partnering, Team Building etc., as required)	1	E	10,000	10,000	
Office Equipment Rental	1	E	2,000	2,000	
Office Equipment Monthly Service Allowance	1	E	600	600	
Office Supplies	1	E	2,000	2,000	
Monthly ODC Allowance for Special Events (Fund Raising, Contributions, Awards etc.)	1	E	2,575	2,575	
Misc. Office Expense Allowance (Printing, Fed-Ex, Shipping/Mailing, etc.)	1	E	2,500	2,500	
Cell Phone Monthly Costs Allowance	1	E	1,000	1,000	
Travel Allowance (Airfare, Lodging, Meals, Taxi, Car Rental, etc.)	1	E	3,075	3,075	
Mileage/Parking Allowance	1	E	1,500	1,500	

Section 11 – Pricing and Profitability Analysis

See following page.

BISD CIP COST AND PRICING FORM - Parsons Costs and Pricing

PRO FORMA PCS DATA	
BILLABLE HOURS	101316
AVERAGE HOURLY RATE	\$40.50
BILLABLE LABOR	\$4,102,881
NON-REIMBURSIBLE HOURS	200
AVERAGE HOURLY RATE	\$50.00
NON-REIMBURSIBLE LABOR	\$10,000
TOTAL LABOR	\$4,112,881
PAYROLL BURDEN	\$1,933,054
ODCs	\$0
EQUIPMENT & MATERIALS	\$0
SUBCONTRACTS	\$0
NON-REIMBURSABLE	\$20,000
REC. CREDITS	\$0
CONTINGENCY/RESERVE	\$200,000
TOTAL CONTRACT COSTS	\$6,265,935
GROSS PROFIT	\$3,242,817
TOTAL REVENUE	\$9,508,752
EFFECTIVE MULTIPLIER	2.26

If multiple payroll companies or categories (H.O./Field) were used to calculate overhead, list them below	
PAYROLL COMPANY	LABOR COST
Company #1	\$0
Company #2	\$0
Company #3	\$0
Company #4	\$0
Company #5	\$0
TOTAL	\$0

ESTIMATED OVERHEAD and G&A *	\$0
NET PROFIT SOLD (NPS) **	\$3,242,817
GPS/HR	\$32.01
NPS/HR	\$32.01
GP as % of Total Revenue	34.1%
NPS as % of Total Revenue	34.1%

PROJECT INCENTIVE PROGRAM ***	\$0
-------------------------------	-----

* Estimated G&A and Overhead (excl. fringe) per forward pricing in labor category (Home/Field office, PTG, PCI, etc.)

** NPS calculated as Gross Profit less Overhead

*** Enter estimated PIP payout from excess NPP

SUPPORTING DETAILS			
PARSONS HOURS	HRS.	%	EQUIP/MAT'L COSTS COST
Program/Project Management	59,768	59%	IMPACT server and ancillary \$0
Project Controls	524	1%	Not Applicable at this time. \$0
Contracts	0	0%	\$0
Finance	0	0%	\$0
Health and Safety	400	0%	\$0
Quality	40,144	40%	\$0
Human Resources	0	0%	\$0
IT Support	480	0%	\$0
	0	0%	\$0
	0	0%	\$0
	0	0%	\$0
	0	0%	\$0
	0	0%	\$0
	0	0%	\$0
	0	0%	\$0
	0	0%	\$0
	0	0%	\$0
All Others	0	0%	\$0
TOTAL BILLABLE HOURS	101,316		TOTAL EQUIP/MAT'L COSTS \$0
ODC'S	COST		SUBCONTRACT COSTS COST
Recurring (telephone, supplies, etc.)	\$0		Not Applicable at this time. \$0
Travel	\$0		\$0
Office sublease	\$0		\$0
ODC not included at this time per RFP.	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
TOTAL ODC'S	\$0		TOTAL SUBCONTRACT COSTS \$0

NON-REIMBURSABLE COSTS ON GMAX CONTRACTS (Include discretionary costs on lump sum contracts)			
NON-REIM. HOURS	HOURS	NON-REIM. COSTS (NON-LABOR) COST	
Contracts	80	Donations	\$20,000
Finance	120		\$0
	0		\$0
	0		\$0
	0		\$0
	0		\$0
	0		\$0
	0		\$0
All Other Non-re Hours	0	All Others	\$0
TOTAL NON-RE LABOR HOURS	200	TOTAL NON-RE COSTS (NON-LABOR)	\$20,000

Section 12 – Key Scope Documents

1. RFP for Program Management Services for the Beaumont ISD 2007 Bond Program
2. Bond program fact sheet (prepared by Parsons for BISD)

Section 13 – Alternatives Proposed

Not Applicable

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 44

PARSONS

Beaumont ISD 2007 Bond Program

Program Management Services



October 5, 2007

Kingsley

October 5, 2007

Patricia Attaway – Purchasing Agent
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

RE: RFP # 08.043 – Program Management Services for the Beaumont ISD 2007 Bond Program

Dear Ms. Attaway,

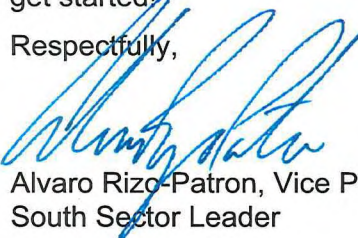
Parsons Commercial Technology Group Inc. (Parsons) is looking forward to delivering on the promises of the 2007 Bond Program that we helped you prepare. We're personally committed to this mutual goal and ensuring continuity by including Carl Rabenaldt and Johnnie Jordan in our team.

Our proposal is intended to highlight our experience in similar school districts in size and situations, the depth of our internal personnel resources and capabilities, especially our bench strength in the state of Texas, and our unique, internally developed program management software. We offer:

- **A plan to fast-start your program** – Every bond-funded school construction program is impacted by inflation. For example, every day the start of construction on Amelia Elementary School is delayed will cost the district approximately \$4,500. Our fast-start plan is designed to accelerate decision-making and contracting processes and will be put into motion the day after the bond referendum is approved.
- **A clear understanding of your needs** – We're good listeners. Over the past year we have become aware of the priorities of the district, business leaders, and at-large community of educators, parents and students. From the need to maximize involvement of local tax-paying companies; to the use of innovative materials to reduce construction costs; to the use of procurement strategies that will ensure transparency; to the concerns over program management fees, we have been listening.
- **K-12 educational facilities experience nationwide** – We have worked in hundreds of educational facilities across the country. We are currently assessing, designing and/or managing billions of construction dollars across the US. Having performed this broad base of services allows us to understand a project from every point of view. We can offer objective recommendations based on extensive industry knowledge to help make decisions in the best interests of Beaumont ISD.
- **A first-rate professional staff capable of delivering projects** – When faced with the challenges of implementing a construction program, putting the right staff in place is essential to success. Our program manager, Bob Menefee, has the experience to anticipate and resolve problems. He looks forward to living in Beaumont and being an active participant in your community.

Our well-documented approach and relevant experience makes us the right choice. We are ready to get started!

Respectfully,



Alvaro Rizo-Patron, Vice President
South Sector Leader



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Firm
Description

PARSONS

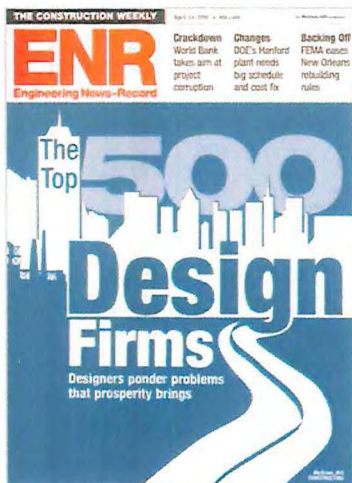
1900 West Loop South, Suite 400
Houston, Texas 77027

Contact

Alvaro Rizo-Patron
(210) 477-1607

alvaro.rizo-patron@parsons.com

210.452.0125
cell



Engineering News-Record Magazine (ENR) ranks the world's leading contractors and design firms by revenue. Parsons consistently ranks among the top firms in the world.

#2 Program Management
#2 Educational Design
#2 CM for Fee

Firm Description

Parsons is a premier full-service program management, project management, engineering, design and construction consultant that provides technical and management solutions to governmental agencies and private industries worldwide. We remain a leader in such diverse arenas as municipal and county government, education, healthcare, communications, environmental, infrastructure, and military markets.

Parsons has been ranked one of the top 10 industry firms each year since 1981 by *Engineering News-Record Magazine* and recognized as a leader in numerous market sectors. Our more than 11,000 professionals have a proven record of success providing clients with value-focused services and results. Parsons seasoned program managers, architects, engineers, designers, planners, and technicians are known for their leadership, applications of technology, and ability to satisfy the client's needs to achieve a total solution, on-time and within budget.

Parsons has performed work for hundreds of K-12 districts, as well higher education and other public institutions. We have extensive and comprehensive qualifications and related experience providing program and project management services. We are currently working on more than 8,000 projects for over 2,400 clients in more than 60 countries.

K-12 Program Management Services

Parsons has over 60 years of overall experience in the A/E/C industry. ***Parsons has been providing construction and program management services in the educational market since the 1980s*** when program management was first conceptualized as a value-added service. Our former Chairman of the Board, Chuck Thomsen, was a pioneer in developing best practices in construction program management, and led the development of program management as a value-added service for institutional building programs.

Our division specializes in the management of educational construction projects, and we have managed hundreds of large projects, nationally and abroad. We have worked with more than 220 school districts across the country, and helped K-12 and community college districts pass billions in bond referendums. We have planned and managed implementation of tens of billions of capital improvement dollars. And we help our clients get the most for their money. As a result of our program and project management services, many of our clients have been able to realize savings in the millions of dollars. We have then been able to apply those dollars to add value and new projects to original plans because of the money we have saved.

In addition to fielding strong teams of highly-qualified professionals to manage projects, we have developed state-of-the-art management control systems to support those teams and their efforts. As a team, we are able to offer school districts a complete array of services including:

- Facility analysis and educational adequacy studies
- Strategic planning facilitation and design
- Organizational analysis and evaluation studies

- Organizational restructuring
- Referendum and bond issue planning
- Curriculum audits
- Financial cost effectiveness studies
- Facility condition assessments
- Capital budget planning
- Program and construction management



Ware & Associates, Inc.

Ware & Associates, Inc. has over 20 years experience in public relations and business marketing. They are a team of professionals with diverse backgrounds and talents. Although they provide a wide range of services, their efforts specifically focus on community outreach educational programs, environmental communication, and diversity business strategies that offer large organizations a means of increasing opportunities for women and minorities within their companies.

Some of Ware & Associates' accomplishments include developing and implementing the MWBE/HUB-Internal and External Diversity Program for Texas Health Resources. Within four years, the program increased its spending with MWBE/HUB vendors from \$50,000 to more than \$17 million. They also created a community awareness program for the Texas Department of Health Anti-Smoking Campaign that reduced tobacco use by teens more than 40 percent in Houston, Port Arthur and Beaumont, Texas.

Having built numerous grassroots communication campaigns, this firm knows that the key to making such connections is through development of a network of concerned and responsive citizens who are committed to making their communities better. Ware & Associates will help us assure community buy-in during BISD's construction program.

Local MWBE/HUB Participation

We have identified positions in our organization chart that will be targeted for local MWBE/HUB participation. Parsons has a tradition of involving MWBE firms as integral part of our teams. We currently have partnerships with local MWBE firms, including the following on-going educational construction programs in Texas:

- Tarrant County College District – 35% partnership with local MWBE firm
- Dallas County Community Colleges – 50% partnership with local MWBE firm
- Alamo Community Colleges – 30% partnership with local MWBE firm
- University of Texas System – 20% partnership with several regional MWBE firms
- Texas A&M University System – 20% partnership with several regional MWBE firms

We will continue this commitment to reach MWBE/HUB goals by teaming with a Beaumont-based firm.

Parsons Location Information

Parent Offices

The Buildings Division, which will be responsible for managing the work performed at BSD, is headquartered in Houston. Parsons Corporate headquarters are in Pasadena, California.

We have 250 offices in the continental US and dozens more internationally. Parsons is a fully-wired company, and we can easily draw upon resources from any of our offices world-wide. Rather than positioning ourselves geographically, we are organized by market sector and the services we provide.



Parsons US Office Locations

Office Responsible for the BSD Program

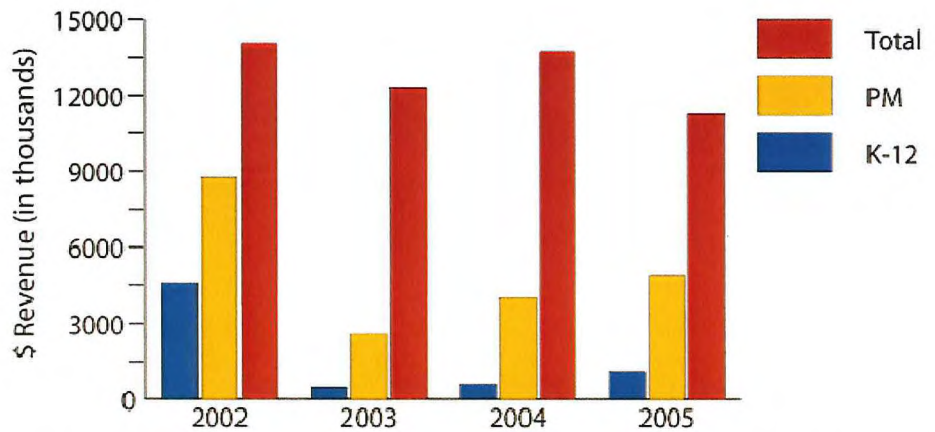
Overall, we have 700 employees in the state of Texas, almost 200 of which are located in Houston. Parsons is not organized by locality, so management and support for your program will not be centered from just one office. Core team leadership will be on-site in Beaumont, with management support from our Houston, Fort Worth and San Antonio offices. Our staff consists of professionals who are program and project managers, estimators, schedulers, project controls specialists, MEP specialists, construction managers and inspectors, architects, engineers, finance and administrative support, planners and technical specialists—all of whom work directly on or in support of program management services to our clients. Here are the relevant numbers for Houston:

Parsons Houston-Area Staff	
Professional staff	122
Support staff	62
Total staff	184

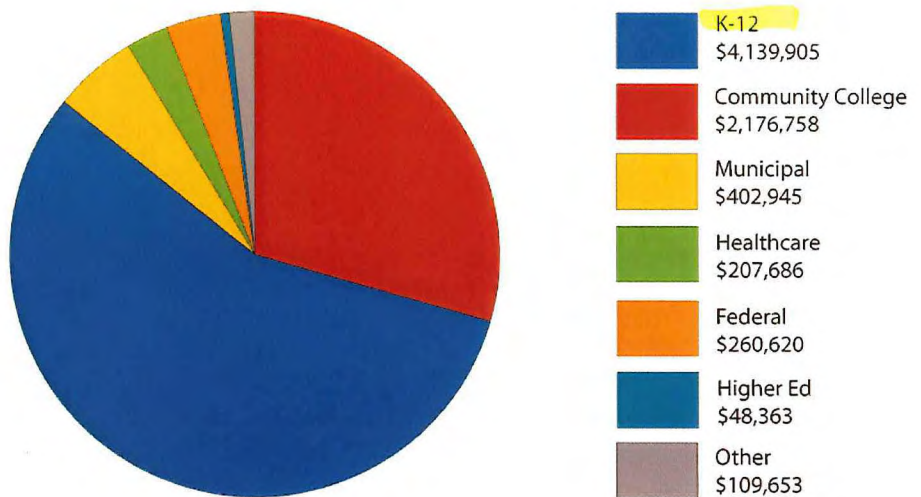
Revenue Information

Since 1944, Parsons has built a tradition of financial stability, steady growth and repeat business by anticipating and meeting the changing needs of clients around the world. Our broad capabilities have enabled us to successfully complete thousands of projects for our clients. Parsons has reported over \$1 billion in annual revenue since 1990 and \$2.7 billion in 2006. Our stock price has risen or remained unchanged each year since 1997. This long-term track record is a strong indication of the success of our firm.

In May of 2006, Parsons acquired 3D/International, Inc. (3D/I) because of its national educational service practice. 3D/I was already a leader in the K-12 educational market and continues to serve those clients with added strength and resources from Parsons. The following chart shows revenues for the Houston office of 3D/I from 2002 through 2005.



After the merger in 2006, 3D/I became the Buildings Division of Parsons Commercial Technology Group. In order to better align financial practices with Parsons, we repositioned our financial tracking to follow regional service groups rather than office locations. The chart below shows revenue by client type for our South Sector Program Management Group. Of our \$7,345,930 in program management revenue for 2006, 85 percent of our revenue came from educational clients. Nationally, Parsons revenue from K-12 clients in 2006 was \$43 million.

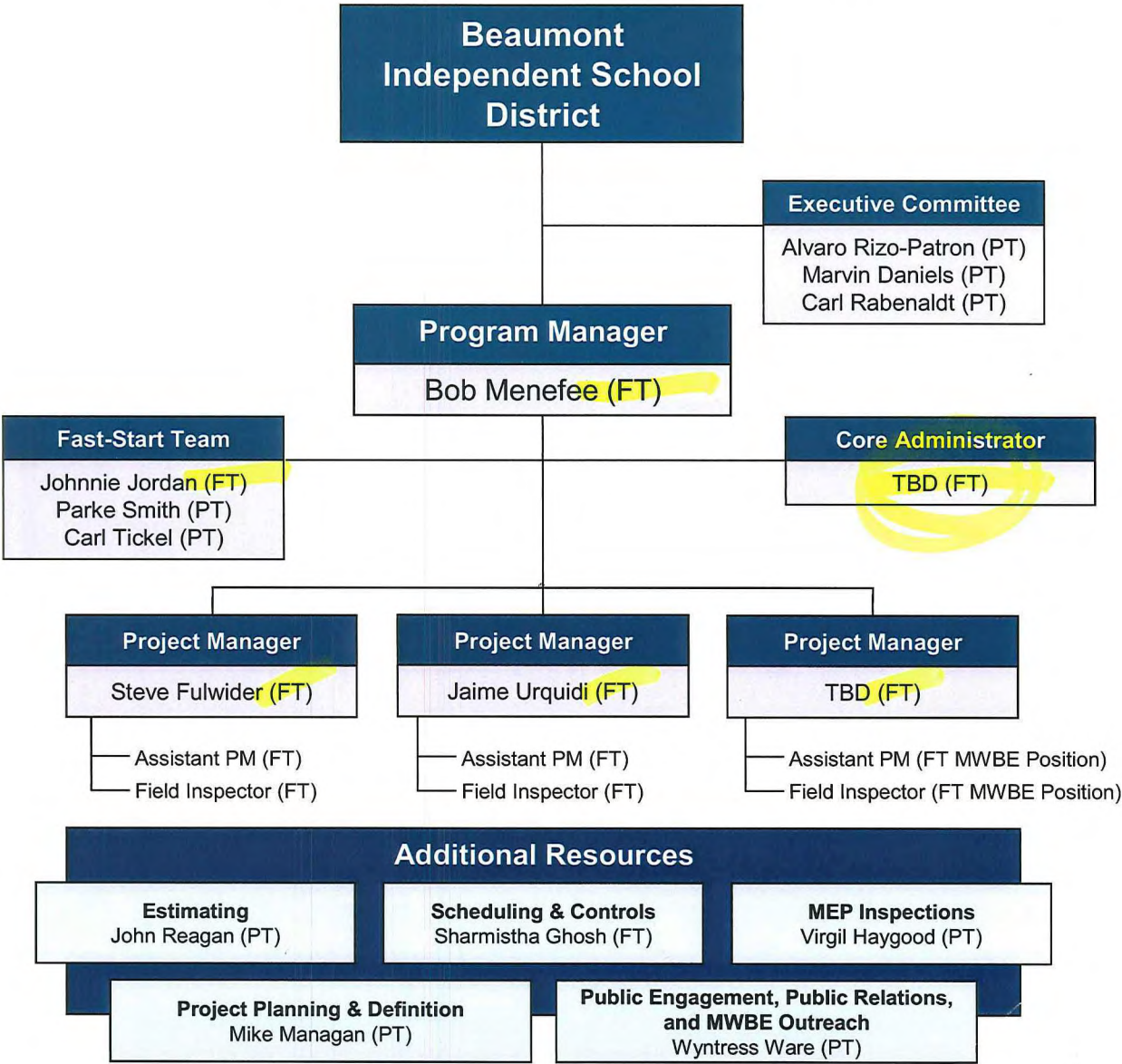


Project
Team

Project Team

The program team we have assembled follows the structure we find to be the most effective in managing K-12 programs. Our team members are strong leaders in K-12 and construction industries. We included leaders from both our program management and facilities practices to provide continuity from the work we've already completed for you.

Our PM, Bob Menefee, is the most important person to have on site. He is committed to this program and will live in Beaumont. Our fast-start team will be on site immediately after contract award to help kick off the program. They will accelerate the decision-making and contracting processes so that the program can be put into motion the day after the bond referendum is approved. The fast-start and executive teams, as well as other resources will be made available and in the area as needed. Our team will collaborate with BISD to ensure that we meet common goals for the district, the students, and community at large.



*FT indicates Full Time and PT indicates Part Time



Bob Menefee

Program Manager

Role and Responsibilities

Bob manages construction from design concept through owner occupancy. This includes reviewing all phases of construction on multiple projects to determine contractual compliance. He manages QA/QC, schedule, budget, safety, and close out.

Summary of Relevant Qualifications

Having spent 33 years in all phases of construction, Bob can implement a project from conception through completion. He has worked on K-12 and community college programs all over the country.

Relevant Project Experience

Brazosport Independent School District; Clute, Texas. Project Manager for \$16.5 million renovations to an occupied middle school and addition of a 138,000 SF 9th grade center including cafeteria, tennis courts and competition gymnasium to an existing occupied Brazosport High School school.

Minneapolis School District; Minneapolis, Minnesota. Project Manager for multiple renovations to existing schools totaling \$650M during three-year district wide renovation project.

Houston Independent School District; Houston, Texas. Field representative for the HISD Bond program. Responsible for the project management of one new middle school construction and renovation or replacement of five elementary schools. Performed all aspects of the projects from evaluation and selection of the Architect through close out.

Houston Community College System; Houston, Texas. Implemented over 20 deferred maintenance projects for the Houston Community College System, including the HCC headquarters building and five total building renovations.

Houston Community College, Eastside Community College; Houston, Texas. Superintendent for the remediation of mold infestations and complete exterior skin renovation of this three-story, 38,000 SF building.

Orange County Public Schools; Meadow Woods Elementary School; Orlando, Florida. Assistant Superintendent for this new \$9.4M, 90,000 SF elementary school.

Brevard County Public Schools. Melbourne High School; Melbourne, Florida. Assistant Superintendent for \$3.2M CM at Risk renovation and additions project.

Houston Independent School District; Houston, Texas. Performed quality control for facility assessments.

Years with Parsons:

9 years of previous experience with the firm as 3D/I.

Years of Experience:

33

Degrees Held:

- BS in Construction Technology, University of Houston, 1974

Training:

- OSHA 10 Hour Certification

Place of Residence:

Houston, Texas

Relocation Statement:

Bob will relocate to Beaumont by no later than January 1, 2008.

Involvement in Projects from Reference Section:

Bob has large bond program experience.



Alvaro Rizo-Patron

Officer-in-Charge

Role and Responsibilities

Alvaro is the South Sector Leader of our Public Buildings Division. He oversees Program Management assignments throughout the Southern region of the US, including on-going projects in Atlanta, Austin, Dallas, El Paso, Houston, Fort Worth, New Orleans and San Antonio. He will serve on the executive committee and provide oversight for the BSD program.

Summary of Relevant Qualifications

Alvaro has served as Project Manager and Officer-in-Charge for a variety of program and project management assignments. Alvaro is currently overseeing two largest program management assignments for the Fulton County Public Schools and the University of Texas System. He is also providing executive oversight of the Alamo Community College District's Capital Improvement Program.

Relevant Project Experience

Fulton County Schools; Atlanta, Georgia. Project Executive for the \$1 billion SPLOST-funded capital improvement program.

Alamo Community College District; San Antonio, Texas. Alvaro is the Project Executive overseeing construction program management services for capital improvement work (additions and renovations) totaling \$205 million over three years on four existing campuses.

Dallas County Community College District, Bond Program Standards and Guidelines; Dallas County, Texas. Officer in Charge for the \$450M renovation and new construction program at seven Dallas County campuses, including the creation of a new campus.

San Antonio International Airport New Terminal Expansion Program; San Antonio, Texas. Alvaro is the officer in charge for the design of a 450,000-square-foot expansion including the design of two new terminal facilities and respective concourses. Construction budget is approximately \$140 million.

New US Federal Courthouse; El Paso, Texas. Alvaro is the Principal Representative for the Joint Venture that is providing Management & Inspection services for this \$75 million construction project.

Defense Commissary Agency; Lackland AFB, Texas. Alvaro is the Operations Manager for our Program Management and Assistance Contract (PMAC) which has been responsible for over 50 projects worth approximately \$350 million since April 2002.

Years with Parsons:

8

Years of Experience:

23

Degrees Held:

- Master of Science in Industrial Engineering, Georgia Institute of Technology, 1983
- Bachelor of Science in Industrial Engineering, St. Mary's University, 1982

Memberships:

- Board Member of Fulton Education Foundation
- Institute of Industrial Engineers
- Fulton County Schools Board of Directors

Place of Residence:

San Antonio, Texas

Relocation Statement:

Alvaro will travel to Beaumont as needed.

Involvement in Projects from Reference Section:

As sector leader, Alvaro oversees Fulton County Schools, New Orleans Parish Schools, Tarrant County College District, Alamo Community College District, and Texas A&M University programs.



Marvin Daniels

Executive Committee Member

Role and Responsibilities

Marvin will act as the program executive for Beaumont ISD. He will offer support to the project team as needed. Marvin is experienced in administering the development of contract documents and managing complex construction projects. He can offer expertise in a variety of project delivery methods, such as design-bid-build, design-build, addition-alteration and fast-track construction. He understands regional construction conditions and the essentials required to meet the needs of multiple clients and resources involved in large scale programs.

Summary of Relevant Qualifications

Marvin provides construction management and program management services for government and public sector projects. He served as Program Executive for the Birmingham City Schools Capital Improvements Program and Deputy Program Director for Newark Schools Regional Program Management. He also served as special client liaison and Program Manager for the K-12 Capital Program in West Palm Beach, Florida. He is currently serving as Program Manager for the \$500 Million Capital Program for Tarrant County College District in Fort Worth, Texas.

Relevant Project Experience

Tarrant County College District, Fort Worth, Texas. Program Manager for this \$400 million new campus and renovation/ additions of 4 existing campuses program.

School District Palm Beach County, West Palm Beach Florida. Program Manager for this \$380 million new and existing school renovations program.

Newark Schools; New Jersey Economic Development Commission; Newark, New Jersey. Deputy Program Director for this \$1.3 billion new and existing school renovations program.

Capital Improvements Program, Birmingham City Schools; Birmingham, Alabama. Program Executive for this \$245 million, 75-facility program.

Immediate and Comprehensive Needs Program, Orange County Public Schools; Orange County, Florida. Area Manager for this \$470 million, 172-facility program.

Alamo Community College District; San Antonio, Texas. Project Manager for this \$109 million program, which consisted of 54 projects on four campuses. Project included construction of 12 new buildings, remodeling of numerous facilities, and complete campus landscaping and infrastructure work.

Benfer Elementary School, Klein Independent School District; Spring, Texas. Project Architect for this project.

Years with Parsons:
30

Years of Experience:
35

Degrees Held:

- Master of Architecture, Texas A&M University, 1972
- Bachelor of Environmental Design, Texas A&M University, 1971

Memberships:

- Construction Management Association of America; 2006
- Council of Educational Facility Planners International
- International Conference of Building Officials
- National School Board Association
- Society of American Military Engineers

Place of Residence:
Fort Worth, Texas

Relocation Statement:

Marvin will travel to Beaumont as needed.

Involvement in Projects from Reference Section:

- Houston ISD
- West Palm Beach Schools
- Tarrant County College District



Carl Rabenaldt

Executive Committee Member

Role and Responsibilities

Carl provides leadership for our facility condition assessment practice. He has been intimately involved with the assessment and bond program development at BISD and will help the project team on the executive committee.

Summary of Relevant Qualifications

Carl has been in the construction industry since 1978. He has been responsible for projects with budgets that range up to \$1.2 billion. His financial education has given him an advantage in construction and building renewal budget development. He has directed the development of several software packages, including the electronic training manuals for the Defense Commissary Agency's (DeCA) construction program. He was instrumental in the development of the assessment software, COMET, and helped develop IMPACT, our construction program management software that has become standard within the firm.

Relevant Project Experience

Beaumont Independent School District; Beaumont, Texas. Program Executive for the facility condition assessment of 3 million square feet of educational facilities.

Galena Park Independent School District; Houston, Texas. Group Leader for this 5 million-square-foot assessment.

Fort Bend County School District; Fort Bend County, Texas. Group Leader for these 8,250,000-square-feet of K-12 facilities.

Orange County Public Schools; Orlando, Florida. Group Leader for this 17 million-square-foot assessment.

Baltimore County Schools; Maryland. Group Leader for this 10 million-square-foot assessment.

Baltimore City Schools; Maryland. Group Leader for this 17 million-square-foot assessment.

El Paso Independent School District; Texas. Group Leader for this 8.7 million-square-foot assessment.

Idaho State review of K-12 facilities; Idaho. Group Leader for this state-wide assessment confirmation of all K-12 facilities.

Jordan School District; Sandy, Utah. Group Leader for the assessment of one million square feet of K-12 facilities.

Houston Independent School District; Houston, Texas. Group Leader for this 25 million-square-foot assessment.

Sacramento City Unified School District; Sacramento, California. Group Leader for this 4.7 million-square-foot assessment.

Corpus Christi Independent School District; Corpus Christi, Texas. Group Leader for this 5 million-square-foot assessment.

Years with Parsons:
17

Years of Experience:
29

Degrees Held:

- Bachelor of Business Administration in Finance; University of Texas, San Antonio; 1997
- Associate of Applied Sciences in Home Building; San Antonio College; 1992
- Associate of Applied Sciences; San Antonio College; 1969

Memberships:

- Council of Educational Facility Planners, International
- APPA
- National Association of State Facility Administrators

Place of Residence:
Houston, Texas

Relocation Statement:
Carl would travel to Beaumont as needed.

Involvement in Projects from Reference Section:
Carl's work is focused on facility condition assessments. He has worked for BISD and is familiar with your community.



Johnnie Jordan

Fast-Start Team Leader

Role and Responsibilities

Johnnie is a Project Manager from our Houston facility assessment group. His responsibilities include client account management and project coordination on medium and large scale assessment assignments. He will assist our fast-start team with his intimate knowledge of Beaumont's community and the district.

Summary of Relevant Qualifications

Johnnie's assignments have included projects from 3 million square foot to 20 million square foot assessments. He is or has directed management of educational, institutional and federal projects. His prior experiences range from co-founding his own revolutionary fiber-optic cabling and infrastructure firm to sales and marketing of technical networking solutions to major corporations including the construction industry. He is a proponent of "team ownership" to projects and instills that concept on his projects.

Relevant Project Experience

Beaumont Independent School District Project; Beaumont, Texas. Project Manager for General (Level 1) and Comprehensive (Level 2) facility systems condition assessments for over 3 million square feet of elementary, middle and high schools plus several alternative education building facilities throughout the district. He provided pre-bond consulting services which included a potential new high school and a multi-purpose educational support facility. He also managed a district-wide educational adequacy assessment.

Orleans Parish School Board/Recovery School District; New Orleans, Louisiana. Project Manager for the assessment of 125 schools in the Orleans Parish in the aftermath of Hurricane Katrina.

New Mexico Commission of Higher Education; Albuquerque, New Mexico. Project Manager on a statewide General (Level 1) facility systems condition and a site infrastructure assessment of 27 higher education institutions for the State of New Mexico. This 17 million plus, square feet assessment created a model for determining deferred maintenance to help justify capital renewal/replacement funding requirements from the State of New Mexico.

United States Air Force Master Dormitory Plan Project; Worldwide. As a Facility Assessor conducted quality control and desktop assessments for the Air Force Dormitory project. Also held 50% submittal report meetings with client and subsequently applied any applicable changes. As the Houston area Project Manager, his responsibilities included client account management and project coordination on medium and large scale assessment assignments.

Years with Parsons:

2

Years of Experience:

32

Degrees Held:

- Bachelor of Science; Texas Southern University; 1975

Memberships:

- None

Place of Residence:

Houston, Texas

Relocation Statement:

Johnnie will travel to Beaumont as needed.

Involvement in Projects from Reference Section:

Johnnie's work is focused on facility condition assessments. He has worked with BISD and is familiar with your community.



Parke Smith, PE

Fast-Start Team Member

Role and Responsibilities

Parke is the Operations Officer for the South Sector of the Public Buildings Division. He will use his knowledge and lessons learned to help our fast-start team mobilize and begin work as quickly as possible at BISD. He was a key player in the acceleration of a program for Durango School District 9R in Colorado saved that district \$9.5 million.

Summary of Relevant Qualifications

Since retiring as a Lieutenant Colonel from the US Air Force, Parke has gained seven years of experience on K-12 programs including the Orange County Public Schools (FL) bond program, the Durango School District 9R (CO) bond program, and the Natrona County School District #1 (WY) facilities assessment. He has also provided support to community college, higher education, and government construction programs. He is a dynamic team builder with extensive experience in strategic planning, facilities management and execution of major engineering and capital improvement programs.

Relevant Project Experience

Durango School District 9R; Durango, Colorado. Parke was the Program Manager for this \$84.5 million bond program, which consisted of additions and renovations to 10 existing campuses and the replacement of one elementary school. **The team saved the district \$9.5 million, shortened the program schedule from 72 months to just 24 months, and added significant value to the original plan.** Some of the additional items his team offered the district were fire suppression systems and landscaping for the schools, additional shop space in the high school, and renovation of the high school's science classrooms and lab spaces.

Orange County Public Schools; Orlando, Florida. Parke was the Program Manager for design and construction services for 26 school renovation projects valued at \$102 million.

Natrona County School District #1; Casper, Wyoming. Parke was the Program Manager for this Level II facility condition assessment of the district's 38 school campuses comprising 2,300,000 square feet.

Texas A&M University; College Station, Texas. Mobilization Manager responsible for managing A&M staff in the design and construction of all major construction projects (totaling \$1.6B) for the System's state-wide program. Established systems and procedures for the startup of the entire \$1.6 billion program. He oversaw the setup of IMPACT, our program management software, for the entire state-wide program. He will continue to manage the team leading \$183 billion in projects for a new campus in San Antonio and work at other campuses.

Tarrant County College District; Fort Worth, Texas. Parke is the Operations Officer providing oversight for this \$400 million, five-year capital improvement program.

Years with Parsons:

7

Years of Experience:

27

Degrees Held:

- Master of Science in Facilities Management, Air Force Institute of Technology, 1980
- Bachelor of Science in Civil Engineering, Virginia Military Institute, 1979

Professional Registrations:

- Professional Engineer; TX #097197; VA #027725

Memberships:

- Life Member, Air Force Association; 1984
- Military Officers Association of America; 2000
- Society of American Military Engineers; 1982

Place of Residence:

Fort Bend, Texas

Relocation Statement:

Parke would travel to Beaumont as needed.

Involvement in Projects from Reference Section:

- Durango School District 9R
- Tarrant County College District
- Texas A&M University

Years with Parsons:

7

Years of Experience:

34

Degrees Held:

- BS in Industrial Engineering; Virginia Polytechnic Institute and State University; 1973
- Masters in Business Administration; Troy State University; 1976

Memberships:

- American Society of Professional Estimators
- SAVE International

Involvement in Projects from Reference Section:

Carl's work is focused on facility condition assessments. He has worked for BISD and is familiar with the community there.

Carl Tickel

Fast-Start Team Member

Carl provides leadership for our facility condition assessment practice. He has been intimately involved with the assessment and bond program development at BISD and will help the project team with fast-start strategies.

Carl is in charge of operations for our Facilities Group. He oversees each project's success and the group's administration, human resources, financial planning, recruiting, and client rapport. On all company assessment projects he is responsible for project cost, schedule and performance quality assurance.

Carl has provided quality assurance for educational assessment projects at Beaumont Independent School District (TX), Goose Creek Consolidated Independent School District (TX), Galveston Independent School District (TX), Houston Independent School District (TX), Westonka School District (MN), Jordan School District (UT), New Mexico K-12 Schools, State of Arkansas K-12 Schools, Department of Defense Dependent Schools, Tarrant County College District (TX), Austin Community College (TX), Florida Community College, California Community College System, Texas Women's University, and Texas A&M University Kingsville. Carl lives in Houston and will travel to Beaumont as needed.

Steve Fulwider, AIA

Project Manager

Firm:

Parsons

Years with Parsons:

1

Years of Experience:

30

Degrees Held:

- Bachelors of Architecture, Professional Arts; Ball State University
- BS Environmental Design; Ball State University
- Business Management, USMC Base El Toro; Chapman College Extension University

Memberships:

- American Institute of Architects (AIA), Member
- Texas, Practicing License

Steve will be a project manager for BISD. Steve can contribute valuable experience from his work with Federal Emergency Management Administration (FEMA) after Tropical Storm Allison.

Having managed disaster recovery projects for the University of Houston in the wake of Tropical Storm Allison, Steve is an expert in FEMA's Public Assistance programs. His knowledge of Alternate Projects, Improved Projects, and Hazard Mitigation projects, balanced with a firm foundation in facilities programming and innovative technologies will help guide BISD toward sound decision-making that will result in effective use of available funding.

Steve has provided architecture and project management for the new Point Isabel High School and Waller Junior High Schools in Texas. He has also managed projects for the University of Houston's M.D. Anderson Library. He also has coordinated design and construction of the \$156M 55 West on the Esplanade mixed use facility in Orlando, developed corporate technical standards for VOA Associates, and managed construction of a 300-room Hilton in Washington DC. Steve is currently living in Orlando, Florida and will relocate to Beaumont.

Firm:
Parsons

Years with Parsons:
1

Years of Experience:
11

Degrees Held:

- MS in Civil Engineering - Construction Project Management, Instituto Tecnológico y de Estudios Superiores de Monterrey (ITESM) Campus Monterrey; Monterrey, N.L. Mexico.
- BS in Civil Engineering, Instituto Tecnológico y de Estudios Superiores de Monterrey (ITESM) Campus Monterrey, Monterrey, N.L. Mexico.

Firm:
Parsons

Years with Parsons:
2

Years of Experience:
35

Degrees Held:

- Sam Houston State University
- Texas A&M University

Firm:
Parsons

Years with Parsons:
1

Years of Experience:
7

Degrees Held:

- Master's in Construction Management, Texas A&M University
- Bachelor of Architecture with honors, School of Planning and Architecture, New Delhi, India

Jaime Urquidi

Project Manager

Jaime will be a project manager for the BISD program. He has excellent communication and people skills, and is successful in developing and maintaining client relationships. He has managed multiple design and construction projects including renovations and new construction for state and federal agencies. His capabilities include all phases of project planning, scheduling, budget, construction and implementation. He is also bilingual (Spanish/English), and is proficient in verbal and written communications in both languages.

Having managed numerous highly technical projects, Jaime will be a strong technical project manager for the BISD program. He has been a project manager for such projects as the Georgia Department of Defense's renovations to the National Guard Armory Building and the US Department of Agriculture's construction of new buildings for a vegetable laboratory. He also managed many projects for Armstrong World Industries. Jaime currently lives in Gray, Georgia and will relocate to Beaumont.

John Reagan

Estimator

John will be responsible for all estimating, planning, scheduling and cost control activities for BISD. He has a strong and balanced background in both conceptual and hard bid estimating. His experience in a variety of types of structures includes pre-cast concrete, pour in place concrete, masonry, and steel frame construction. John has developed expertise in evaluating procedures and assisting in the selection of the most economical means of construction for a project. Most importantly, John was a part of our team for the development of budget dollars for the BISD assessment reports. He has estimated for a variety of other educational and public facilities, including Franklin High School in Franklin, Texas, and Rice University in Houston. John lives in Houston and will travel to Beaumont as needed.

Sharmistha Ghosh

Scheduling and Controls

Sharmistha will be responsible for scheduling and controls for BISD. She will create a master schedule and establish milestones, as well as lead the implementation of IMPACT, our project management software. Sharmistha recently played a role in creating the master budget for BISD that addressed repairs, replacement, and expansion of all deficient or inadequate facilities. The budget was part of the final report on BISD's facility systems condition assessments. She has also provided estimating for Tarrant County College District and is implementing IMPACT at Texas A&M University System. Sharmistha lives in Houston and will travel to Beaumont as needed.

Firm:
Parsons

Years with Parsons:
8

Years of Experience:
31

Degrees Held:

- BS in Engineering Technology, Texas A&M University, 1975

Firm:
Parsons

Years with Parsons:
8

Years of Experience:
33

Degrees Held:

- Masters of Architecture; Rice University, 1974
- Bachelor of Architecture; Rice University, 1973
- Bachelor of Arts; Rice University, 1973

Firm:
Ware & Associates, Inc.

Years of Experience:
25

Education:

- BS, The University Of Texas at Arlington
- Graduate Studies, The University Of Texas at Arlington

Memberships:

- Fort Worth Minority and Women Business Enterprise Advisory Committee; 2001-2007

Virgil Haygood

MEP Inspections

Virgil will provide BISD with mechanical, electrical and plumbing inspection services. He has 31 years experience in the HVAC and Plumbing industry. His project responsibilities have included estimating, project management, cost analysis, value engineering, equipment & materials purchasing, subcontract administration, project close-out and mechanical construction scheduling & labor management.

Virgil has provided construction inspection services for South San Antonio ISD. He has assessed facilities and performed MEP inspections for Alamo Community College District and the University of Texas. He has also assessed MEP facilities for San Antonio ISD, Los Angeles Unified School District, and Alamo Community College District. He lives in San Antonio and will travel to Beaumont as needed.

Mike Managan, AIA

Project Planning & Definition

Mike will share his experience in planning with the BISD program team. He is our national practice leader for master planning and has provided master planning for numerous educational institutions. He is a registered architect in Texas and Florida, whose work has assisted community colleges in raising over \$1.75 billion through bond referendums. Recent clients include Tarrant County College District, The University of Texas, Texas A&M, Florida State University, Lincoln Land Community College, and Rice Unive

rsity. He assisted our current Tarrant County College District program by consulting on developing a master planning RFQ and helping select the master planning team. He lives in Houston and will travel to Beaumont as needed.

Wyntress B. Ware

Public Engagement, Public Relations & MWBE Outreach

A public relations consultant, Wyntress Ware is a native of Beaumont and will help the BISD program team in developing strategies to deliver the district's messages to the community at large. As principal of Ware & Associates, Inc. she has more than 25 years of administrative experience specializing in public relations, marketing, and management. We are working with Wyntress in Tarrant County College District, where she developed the comprehensive Minority/Women Small Business Plan for all campuses of the Tarrant County College District. She has also managed grass-root related communication campaigns in the cities of Fort Worth, Dallas, Houston, Beaumont and Port Arthur. She lives in Fort Worth, Texas and will travel to Beaumont as needed.

PM scope
of work

Program Manager Scope of Work

With over 11,000 employees worldwide, Parsons has a wide variety of experience in construction-related scopes of work. The team we have assembled for BISD is capable of skillfully handling all of the items BISD asks for under the scope of work section of the RFP.

Those skills, coupled with our intimate knowledge of your district's needs from providing our facility assessment services, will position us to provide the best possible outcome for the Beaumont community. We have helped you develop these bond projections, we have a vested interest in making them a successful reality.

A Fast-Start

We understand that inflation cost factors over the course of the planned program is a concern. We also know we can save our clients money by reducing the duration of the program—we've done it many times before. Typically, our clients have chosen to put those savings back into their program to add scope and provide added value to their communities during their current bond program.

We would like to propose a fast-start program for your consideration. This has historically helped our clients realize savings. We propose to kick off your program with a team of experienced professionals dedicated to getting your projects off the ground. We think that we can assist the district in some preparation that will enable us to start the process as soon as your first bonds are sold in March 2008.

We will help demonstrate the equitable use of bond funds to the community. As part of this fast-start process, we want to work with you to prioritize projects where we can realistically show the community visible results as quickly as possible.

A possible vehicle for providing faster results to the community is through a modular construction concept. We will work with you to determine the benefits to the district of using such a process and where these facilities may be appropriate.

Another way to accelerate program implementation and save design dollars is to use a prototype design for the nine elementary schools in your program. We have worked with architects on design prototype projects in the past and can help you through this process.

Scope Responsibility

We understand that clear assignment of scope responsibility is key to the success of a program of this magnitude and complexity. The following chart shows the division of responsibility between us (as program managers) and BISD, the architect/engineers and the prime contractor. Following the chart are descriptions of how we'll perform each item of the scope. A more comprehensive list of services is shown in the responsibility matrix provided in Appendix A.

Why Hire Parsons?

*Nobody knows your
program better,*

*we can get started faster
than anybody else,*

*our fast-start will
save you money,*

*and we are committed to
working with local firms.*

Scope Item	BISD	Parsons	A/E	Prime Contractor
Development of scopes of work and budgets	Review / approve	Prepare / present	N/A	N/A
Development of contracts/RFPs	Review / approve	Prepare / present	N/A	N/A
Resource loaded scheduling and estimating	Review / approve	Prepare / present	N/A	N/A
Bidding, evaluations and negotiations	Participate	Prime	Participate	Submit
Management/coordination of design teams and design review	Participate	Prime	Participate	N/A
Cost verification/estimating	Review / approve	Prime	Participate	Coordinate
Value engineering	Review / approve	Verify / coordinate	Participate	Prepare / present
Coordinate/track agency approvals	N/A	Coordinate	Prime	Participate
Quality assurance/deficiency resolution	N/A	Coordinate	Participate	Prime
Construction management	N/A	Review	Site visits	Prime
On site inspection/documentation	N/A	Review / participate	Site visits	Prime
Payment approvals/all bond funds	Review / approve	Verify / coordinate	Review / approve	Prime
Construction and contract close out	Review / approve	Verify / coordinate	Participate	Prepare / present
Move and relocation coordination	Prime	Coordinate	N/a	Coordinate
Overall contract and document management	N/A	Coordinate	Submit	Submit
Post occupancy evaluation/warranty tracking	Participate	Coordinate	Participate	Prime
Community and school relations	Prime	Participate	Participate	N/a

Development of Scopes of Work and Budgets

Philip Crosby said it all: "Quality is free. It's not a gift, but it is free. What costs money are the unquality things—all the actions that involve not doing jobs right the first time." His words apply to everyone on the project. We believe in this principle and our role is to lead projects toward quality

All phases of a program are important, but you never get to start from the beginning again. So we emphasize the program definition stage. In this stage, we will review the itemized scope of work as it is shown in the approved bond document with the district staff and the project team. We will develop an initial project budget and a schedule for the work. We will look for areas where we might want to group projects or use a horizontal procurement method. For example, some neighboring school districts have a purchase agreement with an air-conditioning equipment manufacturer. By doing this, that district was able to expedite equipment delivery, lower the initial cost and get an extended warranty on the equipment.

We will review the district's education specifications and double check that they meet the state minimum requirements as well as any district

educational adequacy standards. As the design for a facility proceeds from the conceptual stage to schematic design and design development phases, we will monitor the budget and the estimated cost.

We will check this cost estimate during the drawing review process at 25, 50, 75 and 95 percent complete construction documents. At each phase, we will agree on the estimate and it will be within the budget for the project. We will also identify alternates in value of 10 percent to ensure that on bid day we are able to meet our budget and award a contract to begin construction.

Bob, our program manager, along with our project managers will be key parts of the design review team. We will also review the mechanical drawings and specifications for coordination, completeness and compliance with the commissioning plan.

The design review meetings will include all interested parties and at least the project architect and engineer, the representative from the instructional side of the house, maintenance and operations, transportation and food service personnel, and athletic personnel. Our program staff will record the meeting notes and build a list of items that need to be changed or corrected. We will use this list to make sure the architect and engineers have completed all the changes prior to the next review meeting. This list will be reviewed at the following meeting. When we review the final construction documents, we will verify that every item on the list has been addressed.

Development of Contracts / RFPs

We will evaluate the project list and recommend how the projects should be assigned based on the best interests of BISD. Each firm's strengths and resources will be considered. Parsons will identify candidates for design teams, and contractors to notify about up-coming projects, develop and review of the RFPs and contracts to ensure that they address specific functional and design experience and presentation of options for client review, development of specific questions for interviews, and participation in the actual interviews.

We will work with the local community and minority firms to ensure that they are aware of the upcoming work and that they participate in the process. It is a standard process for us to actively seek opportunities to work with local businesses, Small Disadvantaged, Woman-Owned Businesses, Minority-Owned Businesses, Historically Underutilized Business, and Minority Institutions. For many of our existing programs, we have formed partnerships with local and minority firms with significant participation. We also have a strong history of exceeding minority participation goals.

We believe the key to this success in obtaining local and minority participation is in our understanding of the unique demographics of each location in which we work and tailoring our local plans to match the relevant labor market area. This benefits the community and aides in bridging the gap between the community and the district by keeping all parts of the community involved in the program.

Our tools, approach and record of small business subcontracting and the underlying outreach practices, led to our being awarded the Department of Defense's highest rating, "Outstanding," for small business outreach and participation.

Resource Loaded Scheduling and Estimating

Once the project is awarded, it becomes a team effort from the start of design and continuing through occupancy. The schedule will be accomplished through several scheduling sessions which we will organize and facilitate. The first facilitated session will be to position the main project activities in a general form so that the team understands and agrees to the time frames and relationship of programming, design phases, iterative budgeting, owner approvals, procurement, construction and commissioning. Usually several preliminary schedules are produced and refined until the initial comprehensive master schedule is approved and distributed to all concerned parties. This schedule, while general in nature will be the primary tool to assure that the project is on track during its initial design and budgeting phase.

As the initial design progresses, more detail is added to the general schedule via the second facilitated schedule session. This is when the team will meet again and we will add more internal phasing to the schedule. This additional definition of work activities, logic, and durations forms a more accurate basis for measurement.

At the completion of design development, the final schedule development session is held to identify and add the additional components and details, modify logic and durations, and provide the information needed to form the Comprehensive Project Schedule. Procurement and permitting activities are identified and added as well as key submittals, shop drawings approvals, and material delivery lead times. The schedule is sorted by phase and illustrated in a bar chart format with the ability to produce time scaled, logic networks as needed. We also produce plan and elevation graphics to illustrate the various designated areas of the project and the phasing of the work.

This Comprehensive Project Schedule becomes the base line of measurement for the project. It is continually updated to show actual progress against planned progress. The frequency of these updates is ongoing. This process continues throughout the project until the last activity has been completed at which time an As-Built schedule is prepared for post project analysis and inclusion with close-out documents.

We follow the philosophy that schedules should be generated and maintained as a central communication tool in order to meet the overall goal of timely project completion. This means project schedules should be valid in their approach to assignment of time durations and logic relationships; therefore, a team approach is used to ensure that information contained within the schedule is based on broad personal experience as well as current project conditions.

Since the schedule is to be used as a central communication tool, it is our philosophy that it should be created and presented with the right balance of clarity and detail so that it is useful and understandable to all parties involved within the project team.

Bidding, Evaluations and Negotiations

During the construction phase it is important to select the best qualified contractors for the work. We will accomplish this by working with the

project architects to develop a proposal package that clearly states what BISD is looking for in this contractor; however, there are other opportunities to consider as well.

One strategy for raising contractor awareness is to host a luncheon meeting to publicize the upcoming projects in BISD and to encourage contractor participation. We will host this event on behalf of the BISD. It means a lot to the contracting community to get to meet the Superintendent of Schools and other managers and hear them talk about plans for BISD. The project architects will also have the opportunity to present the plans and proposal schedules and the contractor gets the chance to plan what they want to pursue. We have used this approach and had great results. None of this takes the place of advertising in accordance with the law, but it enhances the process. Our public engagement partner, Ware & Associates, will assist in this effort.

The new delivery methods allow for a BISD to use other factors besides low price to determine the best value. Time to complete might be a priority on one project and not so critical on another. We will keep these type of considerations in mind while developing and establishing criteria, the proposal package and selecting the delivery method.

Prior to hiring the first contractors, we will work with the staff to develop a selection process. We see our role as a facilitator, but we will also make a recommendation for award of contract in conjunction with the project architect. During the selection process we will review the proposals, check references, determine the contractor's ability to perform, and evaluate alternates. If the BISD desires, we will prepare the action item for School Board approval.

We will work with the BISD Purchasing Department to place the required advertisements or if the BISD prefers, we will provide this service. We will also facilitate, participate and collaborate with BISD during the evaluation and negotiations of the different bond program partners.

Management / Coordination of Design Teams and Design Review

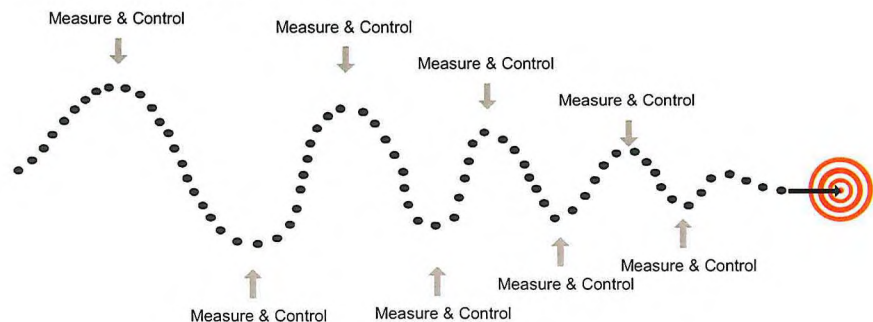
In addition to design review/constructability reviews by the Program Manager and Construction Management team, the team will also focus on functional and operational issues in reviewing design proposals presented for each project. In this work, client agency representatives would be included at each stage. We will begin by conducting a briefing session with each design team to introduce them to the key design requirements, answer questions, provide clarifications, and identify any unresolved issues for further assessment. The team would attend several review sessions during schematic design, with fewer during design development and contract documents stages.

Cost Verification / Estimating

Cost estimating is both a science and an art. And it is not a one time pursuit. It is ongoing from the pre-design phase right through the construction phase.

We have in-house estimators that will provide cost estimates at each step. The architect will also provide a cost estimate, and if a construction manager is involved, they will provide an estimate also. At each interval, when the team develops an estimate, we will review each other's numbers and come to an agreement of what our project team believes is the estimate that best reflects the project's actual cost. We had great success using this strategy in previous bond programs.

We will check this cost estimate during the drawing review process at 25, 50, 75 and 95 percent complete construction documents. At each phase, we will agree on the estimate and it will be within the budget for the project. We will also identify alternates in value of 10 percent to ensure that on bid day we are able to meet our budget and award a contract to begin construction.



At each phase, we will agree on the estimate and it will be within the project budget. If we are not within budget, we will work with the architect to provide options for bringing the project within budget.

Value Engineering as Required

As the name implies, value engineering is about getting the most value for the least cost. Most value engineering sessions include the PM or CM, the AE, specialty contractors and the end user. It is best when performed early in the process – before the design. Especially in a fast-track program, these decisions need to be made as early in the design as possible.

Coordinate / Track Agency Approvals

More information about IMPACT can be found beginning in the scope section on contract and document management.

We will create a program-specific website for collaboration among the entire team called *IMPACTteam*. We developed IMPACT, our proprietary program management software, to offer construction management teams a single, central place to collect facts and make them available to the extended project team. *IMPACTteam* is the collection site for construction documents, and integrates seamlessly with *IMPACTprogram*. Together they enable a program management team to process, monitor and report the myriad details of your design and construction program. They can facilitate and record workflow and summarize information at any level of the program.

Our software serves as a central filing cabinet to track, document, and facilitate construction processes. Payments, RFIs, ASIs, Change Orders, and Submittals can all be created, monitored and processed within *IMPACTteam*. Team members can manage documents such as

drawings, pictures and meeting minutes. This data is stored in the IMPACT*program* database, thereby reducing errors and time wasted reentering data. Automatic e-mail generation and action-item lists allow the project team to quickly identify and respond to scope issues. And it is web-based, so information will always be accessible, timely, and correct. The result is a streamlined workflow and a centralized source of project information.

Quality Assurance / Deficiency Resolution

Parsons is a strong advocate of employing a project-specific quality plan. We have an ongoing quality effort for all of our projects through a “lessons learned” method that captures and transfers information from project to project. IMPACT*team* includes “lessons learned” database collected from our programs across the country. The application of these lessons helps us improve overall quality on each successive program.

We are serious about quality and our inspectors will provide our first line of defense for quality assurance. We will start inspections for compliance with specifications as soon as site work starts. We will employ a materials testing lab for steel and concrete testing, and verify that the CM is complying with safety and environmental inspections required under law. We will track the progress of as-built drawings by verifying status during the periodic pay application process.

We will pay special attention to specific controls such as welder licensing and certification during medical gas piping installation. Our thorough review of submittals and shop drawings will be aimed to minimize problems in the field by verifying materials and quantities. We will continuously ensure that the CM's workmanship brings the art and science of the design intent to life during construction.

We believe project quality depends fundamentally on meeting the Owner's definition of quality. The collaborative process described earlier will be used to set standards and goals. It is essential to develop project-specific quality goals as a team rather than imposing static definitions of quality on any one team member.

Controlling quality starts in the early phases of design. Before design starts the team will discuss and review systems and materials to establish the finished project standards.

We will perform several types of construction document reviews. Constructability reviews, cost/budget reviews, value engineering, scope reviews, dimension reviews, bid ability, and interdisciplinary coordination reviews. A major source of design errors and omissions is the point of interface between disciplines. The following construction document review system is specifically designed to address points of interface, enabling our review team to locate coordinate discrepancies between disciplines.

Quality is the measurement of conformance to requirements. It is our responsibility to help the client define those requirements. The more clearly the client's requirements are defined, the more likely it is that they will be met. The final definition of quality results from a collaborative effort among team members, and from reconfirmation throughout the project.

Construction Management

Once construction starts we will have a weekly construction meeting with the CM, architect and PM present. We will see that minutes are taken and distributed via the program website. We will establish action items and completion dates, track issues to their resolution and preserve the minutes as a record of the project. At each weekly meeting we will review a look ahead schedule to verify the contractor's progress. If there is a delay, we will require a recovery schedule illustrating how the CM will get back on schedule.

During this phase, we will have a team visit the site to execute the contract strategy that best serves the District's interests. The team will keep the projects on time and within the budget by serving as the project focal point. We will receive contractor questions, document them and expedite the team's response to keep the project on track. For contractor proposed changes, Parsons will analyze the cost and time impact to the project and make recommendations to the District. We will provide all services necessary to produce the required deliverables and manage the project.

On Site Inspection / Documentation

The project architect and engineer will be primarily responsible for inspections/observations during the construction process. We will support this effort with our QC inspectors. Our project manager will track any issues that come up and make sure they are resolved. During the substantial completion inspection, our project manager will walk the facility with the contractor, architect and the District representative to make sure all needed corrections are listed on the final punch list.

Our project managers will visit the sites to ensure the work is proceeding properly and work with the project team to answer questions. Our Quality Control inspectors will also be visiting the sites on a regular basis and especially prior to any cover up work being started. We believe that one project manager can effectively handle more than one project at a time. So this means they won't be on site 100% of the time. They will always be available to the project team. We will coordinate with the project architect and QC inspector to ensure adequate on-site coverage.

We will utilize the IMPACT program software to manage documentation and progress. By utilizing this technology, we will be able to keep all members of the program team informed on the progress. We will also provide regular commissioning status reports. These reports will detail the progress of the commissioning process, major activities, and documented non-compliance items.

Payment Approvals / All Bond Funds

We will establish a procedure with the architect, contractor and the District for pay application review. Usually we review a preliminary application with the architect and contractor, make any adjustments, then the contractor submits the application to the architect who approves it and forwards it to us for final review and processing. Each pay application that we process will be entered into the IMPACT system,

Plan Check Architectural

Verify that:	Yes	No	N/A	Phase
1. Property line dimensions on survey or civil site plans match architectural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SD
2. Building is located behind setback lines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SD
3. Locations of columns and bearing walls, and overall building dimensions match structural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SD
4. Existing and new work is clearly identified on site plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DD



Plan Check Structural

Verify that:	Yes	No	N/A	Phase
1. Column grid lines on structural and architectural match.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SD
2. Column locations are the same on structural and architectural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DD
3. Perimeter slab on structural matches architectural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SD
4. Depressed or raised slabs are indicated and match architectural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DD



Plan Check Mechanical and Plumbing

Verify that:	Yes	No	N/A	Phase
1. Plumbing floor plans match architectural floor plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DD
2. New gas, water, sewer, etc. lines connect to existing or new utilities on civil drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DD
3. Plumbing fixtures match plumbing schedules and architectural locations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DD
4. Roof drain locations and roof slopes match architectural roof plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DD



so we can always see where we are on payment status and percentage of completion. We will also work with the district's accounting department to establish an interface with the district's software so payment application data can be verified and transferred without them having to re-enter it.

We will establish a procedure with the architect, contractor and BISD for the review of applications for payment. Usually we review a preliminary "pencil copy" application with the architect and contractor and make any necessary adjustments. The contractor then submits the application to the architect who approves it and forwards it to the PM team for final review and processing. Each application for payment will be entered into IMPACT *program* so we always maintain the current accounting status on the program.

Construction and Contract Close Out

Our project managers will review the punch list and track and report progress in our weekly and monthly reports. We will schedule the user operation and maintenance training as required in the specifications and document that it took place, with the correct people present.

We will develop a project closeout checklist and review the close-out document packages for completeness prior to acceptance and transmittal to the District.

Move and Relocation Coordination

Moving the staff, furniture, equipment and materials must be properly planned for a smooth transition. We will lead this planning and execution. We believe your staff should ideally have at least two weeks prior to the opening of the facility. That date is always incorporated into our master and construction schedules. We will also be sure that all necessary close-out documents and final reports are submitted to the district.

Our program manager will work closely with the staff to coordinate the move-in process. The move will define the overall success of the project to many stakeholders.

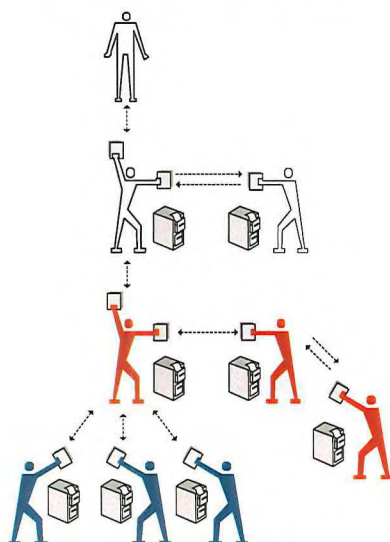
Our project managers will work closely with building principals and other District staff to coordinate the move-in process. We will work with the building users in the early planning stages to make sure we minimize the inconvenience to staff and students. We will continue this effort throughout the final move-in process.

We will help both staff and moving professionals coordinate the relocation through:

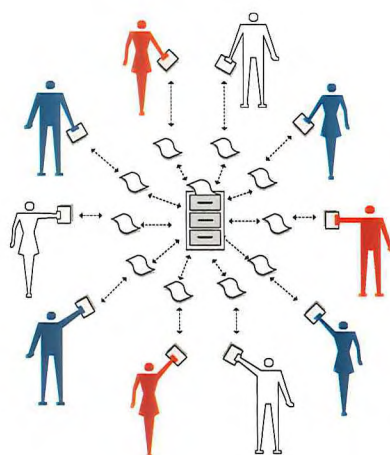
- Developing schedules, tasks, and responsibilities for move components
- Creating a champion for each coordinated move
- Working with involved staff on a communication plan for staff, physicians, and the community
- Integrating security, IT/IS, administrative departments and vendors to support equipment relocations

Overall Contract and Document Management

Traditional information flow



The IMPACT way

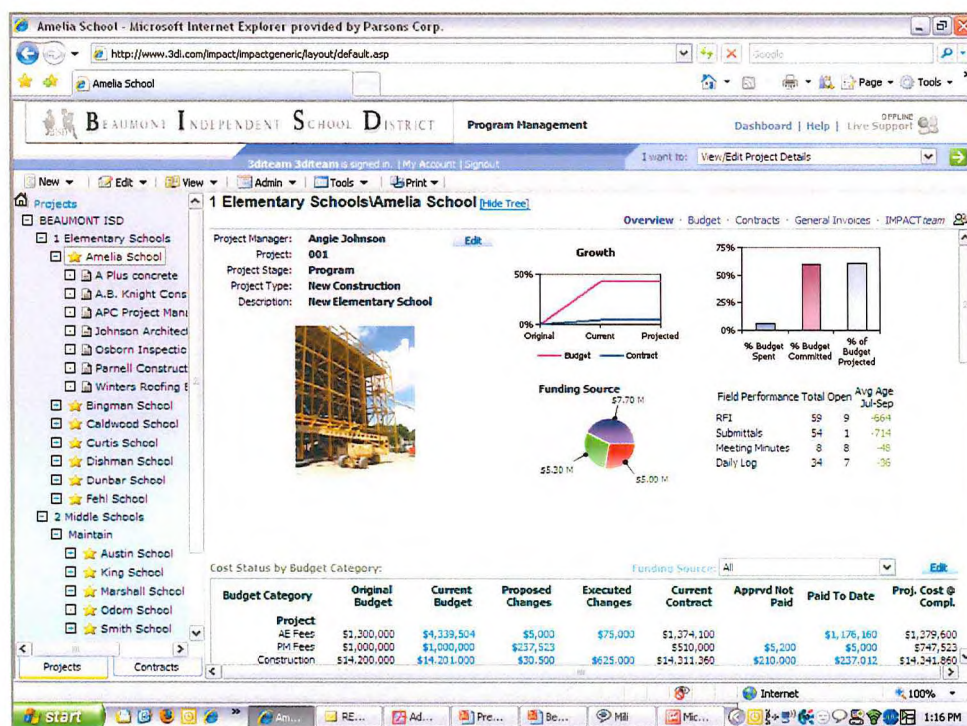


Once we have the program budget and schedule approved we will have a workshop to implement document management technology. We will work with the BISD staff that will be using the system to determine how to best set them up to meet their needs. We will use the format you provide for the monthly status report and will tailor our internal tracking and reporting screens to support your needs. We will make IMPACTprogram available to your staff as necessary and will provide user training. IMPACTprogram will provide a complete accounting picture of the program, organized in one location.

Parsons has developed project management software that is unique in the industry. It was designed to manage and report the information that is critical to our clients and to be easily customized to a client's particular needs. Our software suite provides a way to organize and manage data that would otherwise be scattered and hard to use. Because our project team won't waste time managing data, they will be able to focus their efforts on managing the program.

It's no longer practical to manage large programs without good information systems. Over the course of your bond program, tens of people will make thousands of decisions. The effects of their decisions will have far-reaching implications. With a fast moving multi-project bond program like yours, all that information can't be tracked in people's heads or with a paper-based filing cabinet approach. Instead, we manage programs using online communication, relational databases and intuitive user interfaces.

We approach software design by first assuming that "one size does *not* fit all." We have found that some projects require custom systems, while others can use off-the-shelf applications that are simply integrated for data sharing. Because we own the code, we can readily modify our software to the Client's specific needs. Below is an example of what the overview "dashboard view" of IMPACT would look like for BISD.



IMPACT Software

In the past, program management tools often impeded the actual work. Too much time was spent managing the data instead of managing the program. With cost data being kept in accounting, schedule information controlled by managers and the scope of work in the hands of the A/E's, it was difficult to get everyone on the same page. IMPACT changes that. It records the agreements and the cost, schedule and scope information necessary to deliver a program, leaving managers free to concentrate on the critical issues. With IMPACT, our construction management team will have a single, central place to collect facts and make them available to the extended project team.

We believe IMPACT is unique in the industry. It's the only software we know of designed with a multiple-project program in mind. It is also one of the few systems that focus on information of interest to owners.

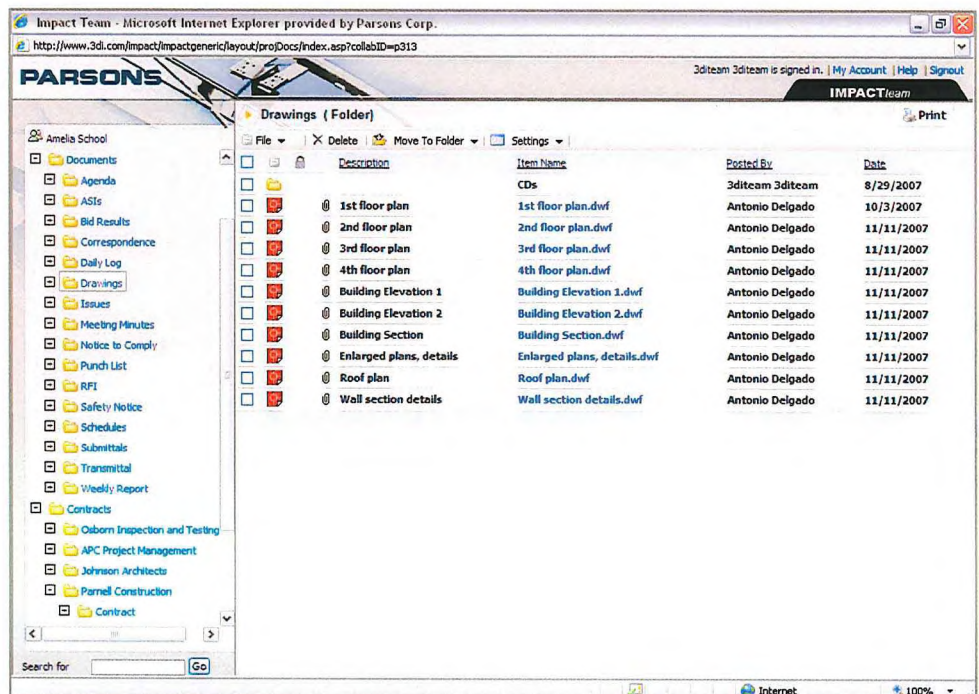
Focusing the process

The concept behind IMPACT is to provide a simple way to organize the enormous assembly of agreements in various forms and in multiple tiers that exist in a design and construction program. IMPACT allows users to organize these contracts via the agreement tree—a logical hierarchy of grouped contracts. In the agreement tree in the sidebar, the contracts are organized by type into: program administration, horizontal procurement and individual campuses.

More sample IMPACT screenshots can be found in Appendix B.

The Best Documentation

During the course of every program issues will develop involving schedules, cost information, scope of work or simply who did what and when. When there is a problem, good documentation supports a speedy resolution. The screenshot below shows the IMPACTteam site used to manage documents like RFIs, drawings, and meeting minutes. With extensive reporting abilities and excellent documentation and search capabilities, IMPACT provides the solution to documentation issues.



Post Occupancy Evaluation / Warranty Tracking

We will work together with district staff to develop a warranty request reporting process that ensures that items get corrected in a timely manner.

Our team strongly believes in the value of conducting Post-Occupancy Evaluations (POEs) of your facilities after they are completed and occupied. During project definition, programming and design there will be literally thousands of decisions made that will have an impact on a building's ability to fulfill the district's educational goals. POE will allow the entire team to learn what does and doesn't work, make recommendations for corrections, and, most important, incorporate these lessons learned into the decision making process for future buildings.

Community and School Relations

Keeping the community apprised of the bond program progress and status is key to the success of the program. To ensure the community has access to bond program information, in real-time, we will maintain a Bond Program website.

In working with the Owner Representative, Parsons will establish an electronic format for weekly updates on the projects. Issues requiring immediate attention for action or information, whether physical/technical/actual or political in nature, will be communicated by phone call or face-to-face.

We will keep the community advised of the progress of the work by holding meetings at open houses at the schools or another district facility regularly.

We also anticipate working with a design committee during the design of all facilities. The design committee may include the building principal or their designee, representatives from the Curriculum and Instruction department and any other person appointed by the district.

Additional Scope Items

FEMA Negotiations

In addition to the bond funded projects, we are equipped to help BISD with any outstanding recovery projects or pending FEMA reimbursement negotiation issues from Hurricane Rita. Members of our support staff have extensive experience in recent disaster events in the region, including Tropical Storm Allison in Houston, Hurricane Katrina in New Orleans, and Hurricane Rita in Beaumont.

Preliminary Master Schedule

We will work closely with the District and community stakeholders to develop a design and construction master schedule that will:

- provide equitable distribution of construction activity;
- address the District's funding priorities;
- minimize construction related disruptions during the school year;
- target reductions of the program's inflation costs; and
- provide early visual showing of the Bond fund's usage.

With these goals in mind, we have developed the preliminary master schedule on the following page that we hope to refine with your assistance.

Contract Notes

We welcome the opportunity to continue working for BISD and assume that we can negotiate a contract that is fair and satisfactory to both parties.

				2011					2012
				Qtr 1	Qtr 2	Qtr 3	Qtr 4		Qtr 1
ID	Task Name	Budget	Qtr 3						
1	BISD 2007 Bond Program	\$294,718,783.50							
2	Fast Start Team Activities	\$6,574,846.00							
3	Establishment of contracts and procedures	\$0.00							
4	Selection of A/E Firms	\$0.00							
5	Development of design standards	\$0.00							
6	IMPACT Implementation	\$0.00							
7	Immediate Needs Project Phase	\$6,574,846.00							
8	Austin Middle School (Maintain)	\$3,050,318.00							
9	King Middle School (Maintain)	\$3,362,711.00							
10	Pathways Alternative (TBD)	\$75,000.00							
11	Southerland (TBD)	\$75,000.00							
12	Transportation / Milam (Maintain)	\$11,817.00							
13	Phase I Projects	\$160,008,702.00							
14	Design	\$0.00							
15	Procurement	\$0.00							
16	Construction	\$160,008,702.00							
17	Amelia Elementary (New)	\$18,428,987.00							
18	Martin / Lucas Elementary	\$19,414,885.00							
19	Martin (Consolidate / New)	\$17,853,077.00							
20	Lucas (Consolidate / Maintain)	\$1,561,808.00							
21	Caldwood Elementary (New)	\$14,701,937.00							
22	Fehl / Price Elementary	\$18,428,987.00							
23	Fehl (Consolidate/ New)	\$18,428,987.00							
24	Price (Consolidate / TBD)	\$0.00							
25	West Brook High School (Maintain)	\$28,666,042.00							
26	Central High School (Maintain)	\$11,768,351.00							
27	Ozen High School (Maintain)	\$13,333,364.00							
28	Fletcher Elementary (Maintain)	\$5,408,166.00							
29	Multi-Purpose Facility (New)	\$29,857,983.00							
30	Phase II Projects	\$112,167,978.50							
31	Design	\$0.00							
32	Procurement	\$0.00							
33	Construction	\$75,245,804.00							
34	Blanchette / Bingman Elementary	\$15,701,140.00							
35	Blanchette (Consolidate / New)	\$14,770,417.00							
36	Bingman (Consolidate / Maintain)	\$930,723.00							
37	Curtis Elementary (New)	\$14,701,937.00							
38	Field / French Elementary	\$18,063,347.00							
39	Field (Consolidate / Maintain)	\$226,000.00							
40	French (Consolidate/ New)	\$17,837,347.00							
41	South Park Middle School (New)	\$26,779,380.00							
42	Phase III Projects	\$36,922,174.50							
43	Design	\$0.00							
44	Procurement	\$0.00							
45	Construction	\$36,922,174.50							
46	Regina Howell Elementary (New)	\$18,428,987.50							
47	Dunbar / Ogden Elementary	\$18,493,187.00							
48	Dunbar (Consolidate / New)	\$18,493,187.00							
49	Ogden (Consolidate / TBD)	\$0.00							
50	Miscellaneous Projects YR 2	\$10,197,569.00							
51	Marshall Middle School(Maintain)	\$1,789,678.00							
52	Dishman Elementary (Maintain)	\$1,390,481.00							
53	Smith Middle School (Maintain)	\$950,492.00							
54	Vincent Middle School (Maintain)	\$3,001,707.00							
55	Guess Elementary (Maintain)	\$1,168,100.00							
56	Homer Drive Elementary (Maintain)	\$1,897,111.00							
57	Miscellaneous Projects YR 3	\$5,769,688.00							
58	Odom Middle School (Maintain)	\$3,880,661.00							
59	Pietzsch-MacArthur Elementary (Maintain)	\$199,781.00							
60	Administrative Annex (TBD)	\$75,000.00							
61	Agriculture Farm (Maintain)	\$493,650.00							
62	Brown Alternative (Maintain)	\$1,120,596.00							
				External Milestone					Deadline
Project: Construction Schedule Plan (1)				Task					Split
Date: Mon 10/8/07									

Fees

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

Fee Proposal Form

Beaumont Independent School District
3395 Harrison Street (P. O. Box 672)
Beaumont, Texas 77706

RE: PROGRAM MANAGEMENT SERVICES FOR THE BEAUMONT ISD 2007
BOND PROGRAM

I (We) propose to furnish Program Management Services for the Beaumont ISD 2007 Bond Program according to specifications dated September 21, 2007 as follows:

Pre-Construction Service Fee: To include personnel expenses, cost estimating, preliminary scheduling, value engineering, and constructability reviews, overhead and profit, and other services as described in the RFP through the completion of the design and documentation phases of the project and establishment of the Guaranteed Maximum Price (GMP).

Dollars \$ 5,172,429*

Construction Phase Service Fee Percentage: To include overhead and profit to administer the project construction, including all required services for the construction phase of the project. All personnel (and associated expenses) not housed at the project sites should be included.

The fee percentage quoted will not include direct management expenses (on-site personnel expenses) or direct project expenses. These items will be negotiated after a Program Manager is chosen, and will be included as part of the guaranteed maximum price.

Percent: 1.18 % *

Signed: Alvaro Rizo-Patron

Title: Vice President

Company: Parsons Commercial Technology Group

*These fee calculations are based on the assumptions listed on the next page. We look forward to discussing those details and negotiating a mutually beneficial contract.

****Pre-Construction Services Fee Assumptions***

1. Pre-construction services include all personnel labor associated with the performance of pre-construction activities as described in our proposal and all core program management team personnel labor for the duration of the program.
2. The fee is based on a total program duration of 49 months.
3. The fee doesn't include any other direct costs (ODCs). The ODCs are program expenses that will be passed through to BISD at cost and with no markup. Our estimate of these costs can be provided at your request.
4. The proposed fee is contingent upon the establishment of mutually acceptable contract terms.

****Construction Services Fee Percentage Assumptions***

1. Construction services include all personnel labor associated with the management of construction activities as described in our proposal.
2. The fee doesn't include any other direct costs (ODCs). The ODCs are program expenses that will be passed through to BISD at cost and with no markup. Our estimate of these costs can be provided at your request.
3. The proposed fee percentage is contingent upon the establishment of mutually acceptable contract terms.

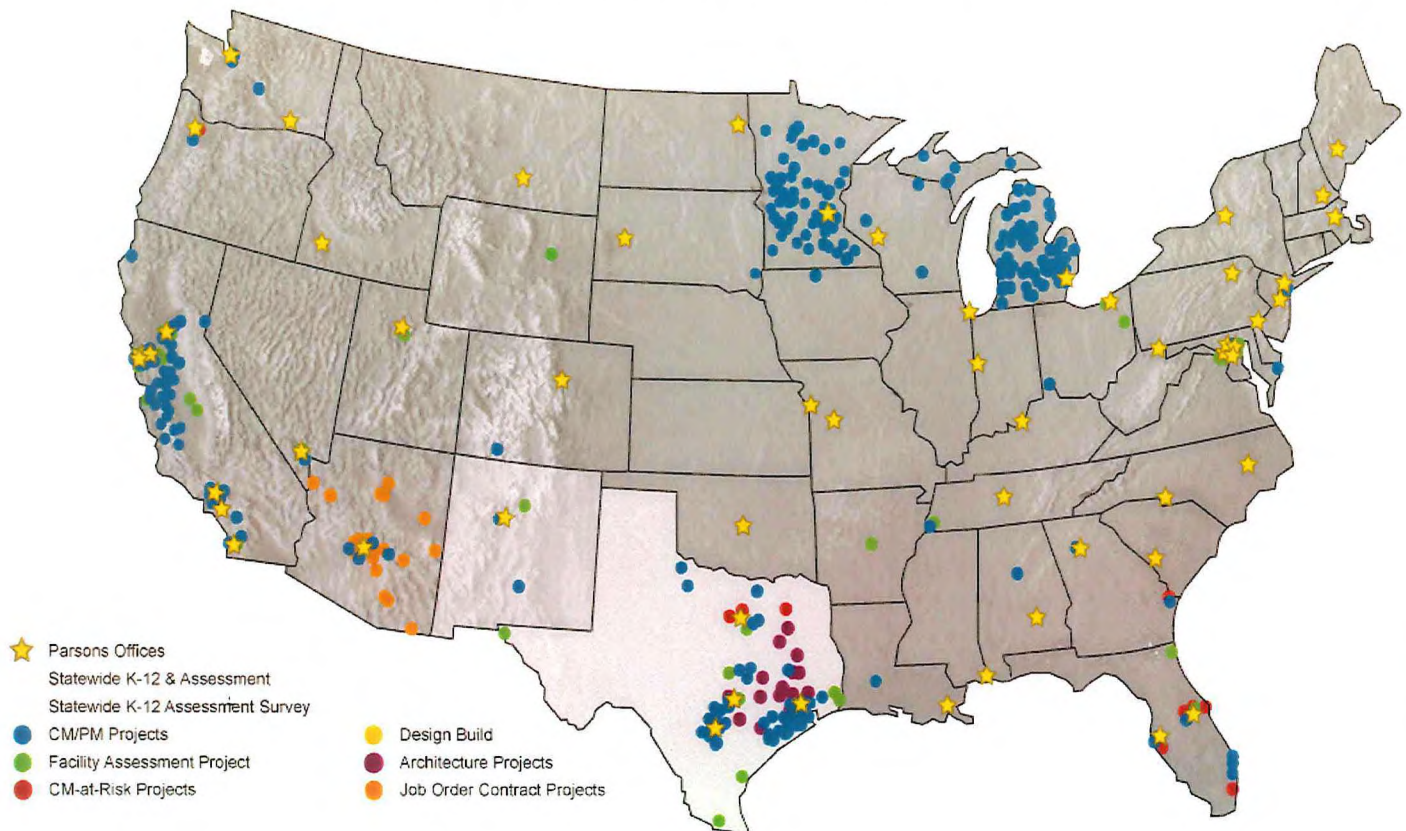
References

References

In addition to the work we have performed in Texas, Parsons has also provided a variety of services to large K-12 districts nationwide. We have managed work for 24 districts in Texas and hundreds of K-12 districts across the country. We have managed both small building programs and programs as large as the Los Angeles Unified School District's Facilities Modernization and New Construction Program, which is the largest school construction program in US history, and currently the largest construction program of any kind in the US.

Parsons also manages construction programs for community colleges. Due to the similar nature of community college and K-12 bond programs, we have included some references from our successful community college programs as well as our most successful K-12 programs. We have also performed architectural design, facility condition assessment, and construction management for K-12 clients, community colleges and universities.

The map below shows our past and current K-12 projects and the work we performed; and the following page is a list of all of our past K-12 construction management, program and project management, facility condition assessment and design clients.



K-12 Client List

Airport Community Schools (MI)
 Alamogordo Public Schools (NM)
 Albany USD (CA)
 Alcona Community Schools (MI)
 Allendale Public Schools (MI)
 Altwater-Cosmos-Grove City Schools (MI)
 Antioch USD (CA)
 Arcadia USD (CA)
 Arlington City PS (VA)
 Armada Area Schools (MI)
 Ashby Public Schools (MN)
 Atlanta Public Schools (GA)
 Avondale School District (MI)
 Bagley Public Schools (MN)
 Bainbridge Island School District (WA)
 Baltimore City Schools (MD)
 Baltimore County Public Schools (MD)
 Battle Lake Public Schools (MN)
 Bay-Arenac Intermediate SD (MI)
 Beaumont ISD (TX)
 Beaverton Rural Schools (MI)
 Bellaire Public Schools (MI)
 Bellevue School District (WA)
 Berkeley USD (CA)
 Berrien County Intermediate SD (MI)
 Bertha-Hewitt Public Schools (MN)
 Big Rapids SD (MI)
 Birch Run Area Schools (MI)
 Birmingham City Schools (AL)
 Black River Public Schools (MI)
 Boyne Falls Public Schools (MI)
 Braham Public Schools (MN)
 Brandywine Public Schools (MI)
 Brazosport ISD (TX)
 Breitung Township Schools (MI)
 Bretwood School District (CA)
 Bridgeport-Spaulding Community Schools (MI)
 Brisbane USD (CA)
 Brisbane USD (CA)
 Broward County (FL)
 Brown City Community Schools (MI)
 Buchanan Community Schools (MI)
 Burlingame School District (CA)
 Burlingame School District (CA)
 Camden Frontier Schools (MI)
 Caro Community Schools (MI)
 Catholic Diocese Bourgade High Schools (AZ)
 Cedar Hill ISD (TX)
 Central Montcalm Public Schools (MI)
 Charlotte ISD (TX)
 Chicago Public Schools (IL)
 Chula Vista ESD (CA)
 Clark County ISD (NV)
 Cleveland Municipal (OH)
 Colfax Elementary SD (CA)
 Coloma School District (MI)
 Colon Community Schools (MI)
 Columbia Heights School District (MN)
 Concord Schools District (MI)
 Coopersville School District (MI)
 Corpus Christi ISD (TX)
 Covert Public Schools (MI)
 Crawford AuSable Schools (MI)
 Curtis School (FL)
 Davis Joint USD (CA)
 Dawson-Boyd ISD (MN)
 Deckerville Community Schools (MI)
 Department of Defense Education Agency
 Detroit Public Schools (MI)
 DeWitt Public Schools (MI)
 Dickinson-Iron ISD (MI)
 District of Columbia Schools (DC)
 Durango School District (CO)
 Duval County Schools (FL)
 Eanes ISD (TX)
 East Jordan Public Schools (MI)
 El Paso ISD (TX)
 Elk Grove (CA)
 Essex County Public Schools (NJ)
 Evart Public Schools (MI)
 Fairview Area Schools (MI)
 Faribault Public Schools (MN)
 Farmington Public Schools (MI)
 Farwell School District (MI)
 Fergus Falls Public Schools (MN)
 Folsom - Cordova USD (CA)
 Forest Area School District (MI)
 Fort Bend ISD (TX)
 Fowlerville Community Schools (MI)
 Frankenmuth School District (MI)
 Franklin ISD (TX)
 Frazee - Vergas Public Schools (MN)
 Freemont Union HSD (CA)
 Fremont USD (CA)
 Frisco ISD (TX)
 Fulton County Schools (GA)
 Galena Park ISD (TX)
 Gaylord Community Schools (MI)
 Gerrish - Higgins Schools (MI)
 Goose Creek ISD (TX)
 Grand Blanc Community Schools (MI)
 Grand Haven Christian Schools (MI)
 Grand Haven Public Schools (MI)
 Grand Ledge Public Schools (MI)
 Grand Meadow School District (MN)
 Grand Rapids Public Schools (MN)
 Grant Public Schools (MI)
 Hale Area Schools (MI)
 Hancock Public Schools (MN)
 Harbor Springs Public Schools (MI)
 Harris-Lake Park Community Schools (IA)
 Highland School District (WA)
 Holland Public Schools (MI)
 Houghton Lack Community Schools (MI)
 Houston ISD (TX)
 Hudsonville Public Schools (MI)
 Hunters Greek Chapter School (FL)
 Huron Valley School District (MI)
 Inland Lakes Schools (MI)
 Intermediate District 287 (MN)
 Isle Public Schools (MN)
 Issaquah School District (WA)
 Jackson County Central Schools (MN)
 Johannesburg-Lewiston Area Schools (MI)
 Jordan Schools (UT)
 Kaleva Norman Dickson School District (MI)
 Kalkaska Public Schools (MI)
 Kamiak ISD (WA)
 Katy ISD (TX)
 Kelliher Public Schools (MN)
 Kenyon-Wanamingo Public Schools (MN)
 KMS Public Schools (MN)
 La Porte ISD (TX)
 Lafayette School District (CA)
 Laguna Salade USD (CA)
 Lake City Area Schools (MI)
 Lake Elsinore USD (CA)
 Lake Orion Schools (MI)
 Lapeer Community Schools (MI)
 Lapeer Intermediate School District (MI)
 Lawndale USD (CA)
 LeRoy-Ostrander Public Schools (MN)
 Les Cheneaux Area Schools (MN)
 Liberty Unions ISD (CA)
 Litchfield Public Schools (MN)
 Little Rock School District (AK)
 Littlefield Public Schools (MI)
 Littlefork-Big Falls Public Schools (MN)
 Los Altos USD (CA)
 Los Angeles USD (CA)
 MACCRAY Schools (MN)
 Mancelona Public Schools (MI)
 Manistee Area Schools (MI)
 Mansfield ISD (TX)
 McBain Rural Agricultural Schools (MI)
 McLeod West Public Schools (MN)
 Memphis City Schools (TN)
 Menahga Public Schools (MN)
 Merrill Community Schools (MI)
 Mesa USD (AZ)
 Miami Dade (FL)
 Midland Public Schools (MI)
 Mio AuSable Schools (MI)
 Montcalm Area ISD (MI)
 Monterey Peninsula USD (CA)
 Moran Township School District (MI)
 Mt. Diablo USD (CA)
 Mt. Iron-Buhl Public Schools (MN)
 Mukilteo Valley USD (WA)
 Munsing Public Schools (MI)
 Murietta Valley USD (CA)
 Natrona County School District (WY)
 Negaunee Public Schools (MI)
 New Mexico State Dept. of Ed. (NM)
 New Orleans Public Schools (LA)
 New York Mills Public Schools (MN)
 Newark Public Schools (NJ)
 Newaygo Public Schools (MI)
 North Adams/Jerome Schools (MI)
 Northfield Public Schools (MN)
 Northwood School District (WI)
 Norway-Vulcan Area Schools (MI)
 Novi Community Schools (MI)
 Oakland USD (CA)
 Ogilvie ISD (MN)
 Ohio Schools Facilities Commission (OH)
 Onekama Consolidated Schools (MI)
 Orange County PS (FL)
 Orange County PS (FL)
 Orange USD (CA)
 Orinda SD (CA)
 Osceola County (FL)
 Oscoda Area Schools (MI)
 Ottawa Area ISD (MI)
 Palo Alto USD (CA)
 Paynesville Public Schools (MN)
 Peck Community Schools (MI)
 Piedmont USD (CA)
 Pine City Public Schools (MN)
 Pine River Area Schools (MI)
 Pipestone-Jasper School District (MN)
 Placentia-Yorba Linda (CA)
 Plymouth-Canton Community Schools (MI)
 Port Arthur ISD (TX)
 Port Huron Area Schools (MI)
 Portage Public Schools (MI)
 Prairie du Chien Area School District (WI)
 Prince George's County Public Schools (MD)
 Reed City Area Public Schools (MD)
 Robbinsdale Area Schools (MN)
 Rocklin USD (CA)
 Roosevelt ESD (AZ)
 Roseville City SD (CA)
 Sacramento City USD (CA)
 Saginaw School District (MI)
 Salem Public Schools (OR)
 San Diego Unified (CA)
 San Francisco USD (CA)
 San Jose USD (CA)
 San Juan USD (CA)
 San Mateo-Foster City USD (CA)
 Sandia Prep Schools (NM)
 Sandusky Community Schools (MI)
 Sarasota County (FL)
 Saugatuck Public Schools (MI)
 Sauk Centre Public Schools (MN)
 Savannah/Chatham Schools (GA)
 Scottsdale USD (AZ)
 Seattle School District (WA)
 Sebekia Public Schools (MN)
 Sherman ISD (TX)
 South San Antonio ISD (TX)
 Southfield Public Schools (MI)
 Spring Valley Public Schools (WI)
 St. Anthony-New Brighton Schools (MN)
 St. Clair County ISD (MI)
 St. Ignace Area Schools (MI)
 St. John's School (TX)
 St. Joseph County ISD (MI)
 Stafford ISD (TX)
 Stewartville Public Schools (MN)
 Swan Valley Schools (MI)
 Sweetwater Unions HSD (CA)
 Tahoe-Truckee USD (CA)
 Tawas Area Schools (MI)
 Tea Area Schools (SD)
 Temple Beth Israel (AZ)
 Texas Education Agency (TX)
 Thief River Falls School District (MN)
 Thornapple Kellogg Public Schools (MI)
 Three Rivers Community Schools (MI)
 Traverse Bay ISD (MI)
 Tri-Cities YMCA (MI)
 Tuscola ISD USA Schools (MI)
 Underwood Public Schools (MN)
 Verndale Public Schools (MN)
 Vestaburg Community Schools (MI)
 Walnut Creek USD (CA)
 Wayne-Westland Community Schools (MI)
 West Bloomfield School District (MI)
 West Branch-Rose City Area Schools (MI)
 West Central Area Schools (MN)
 West Ottawa Public Schools (MI)
 West Palm Beach Schools (FL)
 Westfield School District (WI)
 Westonka Schools (MN)
 Whittemore-Prescott Area Schools (MI)
 Wickenburg USD (AZ)
 Windom Area Public Schools (MN)
 Zeeland Public Schools (MI)

Firm:
Parsons

Client:
Tarrant County College District
1500 Houston Street
Fort Worth, TX 76102

Location:
Fort Worth, Texas

Program Duration:
September 2004 – December
2008

Status:
Ongoing projects in various
stages of completion.

Program Value:
\$400 Million

Size:
320,000 SF

Services Provided:

- Program Management
- Facility Assessment
- Master Scheduling
- Master Planning Management
- Design Management
- Construction Process Management
- Master Budget
- Cost Estimating
- Budget Controls
- Procurement
- Real-time Web Reporting

Client Contact:
Dr. David Wells, PhD.
Vice Chancellor for Operations
and Planning Services
(817) 515-5251
david.wells@tccd.net

Architects:
David J. Calkins, AIA
Gensler
(713) 844-0186
david_calkins@gensler.com

Tarrant County College District

Program Description



Our current \$400 million program includes the construction of a new college campus in downtown Fort Worth as well as new construction and major renovation work to the district's four existing campuses. The initial phase of the new campus will be approximately 400,000 square feet and include state-of-the-art classrooms for Allied Health, Nursing and other health related programs. In addition, the campus will span the Trinity River and provide an educational oasis among by an urban, downtown, environment. Work on the four existing campuses will include new construction, major renovations and deferred maintenance projects.

In preparation for the large capital improvement plan we managed the development of comprehensive Facility Master Plans for each campus. We also conducted a Facility Condition Assessment of each of the district's existing buildings. Our current program management services include all planning, budgeting and scheduling necessary to build a new downtown campus and to implement the existing campus 20-year Master Plans. We select the most appropriate project delivery methods, manage the procurement of design and construction services and manage budget and schedule from inception to project close-out and move-in. We are also managing the implementation of the district's MWBE utilization plan to maximize MWBE participation. Current MWBE participation level for professional services is approximately 26 percent inclusion. More opportunities in the professional service and construction related components of the program are anticipated. Our team works closely with Tarrant County College District in various outreach activities to enhance these opportunities.



Firm:
Parsons

Client:
Alamo Community College District

Location:
San Antonio, Texas

Program Duration:
March 2006 – August 2008
(Phase 1)

Status:
Ongoing projects in various
stages of completion.

Project Cost:
\$225 Million

Size:
500,000 SF on four campuses

Services Provided:

- Assisted in the Development & Managed the establishment of Program Requirements
- Design Management
- Constructability Reviews
- Budget Management
- Estimating
- HUB Monitoring & Reporting
- CM@Risk RFP preparation
- Assist in Contractor Selection
- Construction Management including pay applications, change orders, document submittals, etc.)
- Technical Inspection
- Information System Controls

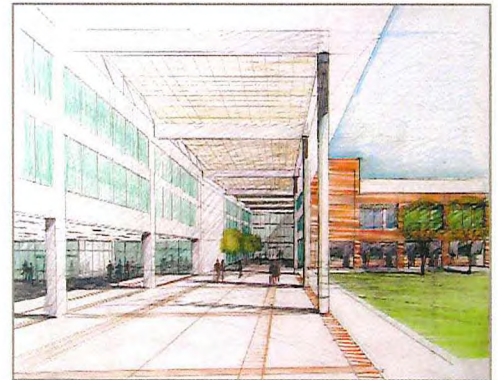
Client Contact:
John Strybos
Associate Vice Chancellor for
Facilities
(210) 563-7262
jstrybos@accd.edu

Architect:
David Bomersbach
RBK Architects
(210) 733-3535
bomersbach@rbk-architects.com

Alamo Community College District

Program Description

A joint-venture between Parsons and FCMG is providing program management services for the design and construction of \$250 million of improvements associated with the 2005 Capital Improvements Program for the community college district in San Antonio, Texas. The program consists of multiple projects on four campuses including the construction of seven new academic facilities totaling 500,000 square feet, central plant and infrastructure distribution on three campuses, a new 950-space parking garage, several new parking lots, landscape site improvements and the renovation of numerous existing facilities.

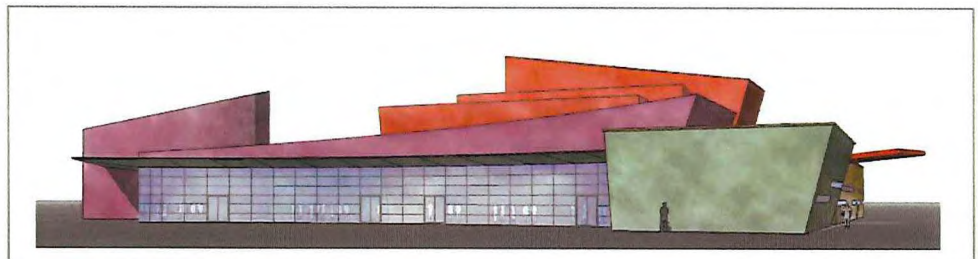


The initial phase of work included extensive coordination with ACCD personnel for the establishment of specific campus program requirements and the allocation of respective budgets. Through an efficient estimating process provided by the program management team, the district was able to quickly weigh the effects of the program and escalation at a very early stage of design to evaluate budgetary impacts. Early estimates indicated that the total amount required for completion of all envisioned projects was beyond the college district's budget. Several options for the reallocation of funding were presented to the district for consideration to bring the program within the budget while without sacrificing the bond program intent.

Direct managerial interface with district-assigned design consultants and the careful preparation of a CM@Risk request for proposal on behalf of the district and subsequent selection of construction contractors have proven vital to responding to the district's demanding budget and schedule constraints. Our team played a crucial role in the selection of the contractors whom will deliver the completed facilities to the district.

During the construction phase, the team will provide direct construction oversight through the assignment of dedicated site managers and technical inspectors to ensure conformance with design intent and quality at each of the campuses.

We also maintain all controls and information systems for the district which include budgets, schedules, progress reports and quality assurance.



Firm:
Parsons

Client:
Goose Creek Consolidated
Independent School District

Location:
Baytown, Texas

Project Duration:
February 2000 – January 2003

Status:
Completed

Number of Projects:
18

Value:
\$91.9 Million

Services Provided:

- Program Management
- Project Management
- Procedures Development
- Scheduling and Estimating
- Constructability Reviews

Client Contact:
Pete Cote, Executive Director of
Support Services
281-420-4819
rpcote@gccisd.net

Architect:
Al Busch
Busch Hutchison & Associates
(281) 428-2094
busch@bgkarch.com

The Baytown Sun
Goose Creek
bond projects
under budget
By MELISSA RENTERIA

GC allocates
surplus money
from '99 bond

Goose Creek Consolidated Independent School District

Program Overview

Parsons was the Program Manager for the \$91.9 million Goose Creek Consolidated Independent School District 1999 Bond Program. This was a 3-year program consisting of:

- 2 major high school additions and renovations
- 2 new elementary schools
- 1 new junior high school
- Architectural, MEP, and civil renovations

We addressed the following critical needs: roofs, inadequate air conditioning and heating systems and deficiencies in meeting new building codes including life safety, fire code, ADA modifications and outside air requirements. Our team saved the district over \$950,000. Program Management services included:

- Developing and implementing procedures manuals
- Creating and maintaining a program master schedule
- Recommending bid packaging strategies
- Managing the CM-At-Risk selection process
- Coordinating the design and construction processes
- Providing periodic estimates as a cost control measure
- Reviewing designs for constructability and code compliance
- Providing on-site quality control
- Coordinating design and construction with non-bond related and ongoing maintenance projects
- Developing weekly project and monthly program reports to board and community oversight committees
- Providing a web site with real-time access to program and project status reports for all levels of the district and the community at-large



"...After seeing the success of this Bond Program...I am very glad we chose 3D/I."
--Carl Burg,
Citizens
Advisory
Committee

Firm:
Parsons

Client:
Texas A&M University System

Location:
Various locations in Texas

Project Duration:
June 2007 – May 2009

Program Value:
\$183 Million

Status:
Ongoing projects in various stages of completion.

Services Provided:

- Program Management
- Project Management
- Project Controls Software Implementation
- Design and Construction Management
- Staff Assistance

Client Contact:
Charles Lampe
Area Manager – South
Facilities Planning and
Construction
Texas A&M University System
(210) 326-6976
CLampe@tamu.edu

Architect:
We are currently in the process of selecting architects.

Texas A&M University System

Program Description

Parsons is one of three project management firms selected by the Texas A&M University System to assist their Facilities Planning and Construction (FP&C) staff by providing a wide range of services related to a \$1.4 billion system-wide design and construction program. Specifically, the Parsons team will manage the design and construction of 10 projects worth \$183 million on four campuses:

Texas A&M International University (Laredo)

- Kinesiology Facility
- Completion of Fine Arts Theater
- Student Success Center & Loop Road and Chilled Water Loop

Texas A&M University – Corpus Christi

- Wellness Center
- Nursing, Health Sciences and Kinesiology Facility

Texas A&M University – Kingsville

- Recreation Sports Center
- Rhode Hall Renovations
- Citrus Center Building
- Parking Lot Improvements



Texas A&M University – San Antonio

- Programming, design and construction of an entirely new campus

In addition to its project management responsibilities, the Parsons team is tasked with deploying and managing *IMPACTprogram* and *IMPACTteam*, our proprietary program management software, for state-of-the-art controls, reporting, accountability and visibility on the entire \$1.4 billion program.

In concert with deployment of IMPACT, Parsons is charged with developing e-Manual, a web-based, interactive system for documenting the System's management processes and procedures.

Parsons also provided a senior manager to assist the FP&C Managing Director in reorganizing the entire FP&C staff structure and to subsequently manage all three outsourced project management firms as well as the in-house FP&C staff during System-wide design and construction activities until a permanent System employee could be put in place.

After initiating work on the TAMUS program, the Parsons team was asked to help investigate and resolve major construction warranty problems on a project completed by others more than a year previously.

Firm:
Parsons

Client:
Fulton County School District

Location:
Fulton County, Georgia

Program Duration:
October 2004 – Ongoing

Status:
Ongoing projects in various stages of completion.

Construction Value:
\$440 million

Services Provided:

- Program management
- Design management
- Construction management
- Educational specification reviews
- Constructability reviews
- Value engineering
- Assembly of bid packages, bid analysis and recommendation on award
- Coordination with outside agencies
- Cost estimating & Scheduling
- Cost and schedule controls
- Change control system
- Commissioning of equipment
- FF&E coordination
- O&M manuals and training
- Final punch list
- Project and contract closeout
- Warranty program

Client Contact:
James Wilson, Superintendent
Fulton County School District
(404) 763-6890
wilsonj1@fultonschools.org

Architect:
Robert S. Sussenbach, AIA
Chapman Griffin Lanier
Sussenbach
(770) 874-7381
rss@cgl architects.com

Fulton County School District Capital Improvement Program

Project Description

Parsons is providing program management services to Fulton County Schools (FCS) as part of its Capital Improvement Program. The remaining construction value



of the program is estimated at \$440 million dollars across more than 160 projects over the next five years. The program includes design and construction of new schools as well as renovation of existing facilities and is funded by two voter-approved SPLOST (special purpose local option sales tax) collections.

Initially, Parsons had been tasked with conducting an overall assessment of the program, which requires review of schedules and budgets of all ongoing and future projects. This assessment has resulted in a set of recommendations that includes re-programming of some projects and a change in construction delivery methods to improve cost control.

During the initial program assessment, Parsons determined that a sophisticated, web-based project controls system would improve the Department's ability to develop and maintain budgets and schedules. The Parsons system uses Expedition and P3e/c software to establish a work breakdown structure that ties together budgets, actual costs, data, schedule activities and milestones for all projects. This system has been extremely effective in controlling costs and schedules and providing the client with real time web-based reporting.

As Program Manager, Parsons is also responsible for assisting with the selection and oversight of architectural services, conducting design reviews, assisting with budget development and cost estimating, developing and maintaining Critical Path Method (CPM) schedules, coordinating construction efforts, monitoring warranty compliance, and conducting project closeout.



Because this was the first program at FCS to outsource program management, Parsons integrated 11 members of the FCS Capital Programs Department with our staff to form one cohesive management team.

West Palm Beach Schools

Program Description

Firm:
Parsons

Client:
School District of Palm Beach
County

Location:
West Palm Beach, Florida

Project Duration:
September 2000 – October 2003

Status:
Completed

Number of Projects:
Various projects at 16 facilities

Program Value:
\$380 Million

Services Provided:

- Program management
- Facility assessment
- Software implementation

Client Contact:
Joseph M. Sanches, Chief of
Facilities Management
(561) 357-7573
sanchesj@mail.palmbeach.k12.fl.us

Architect:
Rick Logan
MPA Architects, Inc.
(561) 683-7000
rlogan@mpa-pb.com



Parsons managed this multi-phase \$380 million dollar capital facility program for 16 facilities, including new schools, additions, renovations, remodeling and portable replacement. We are providing project definition, design management and program management for the first and second phases of the program. Projects include the replacement on-site of entire schools while under continuous operation as well as significant addition, renovation, remodeling and portable replacement work. The projects require significant interaction with local municipalities, school administrative staff, SAC committees, designers, contractors and continuing consultants. To reduce administrative burden and lower cost, our program management services are being provided under a fixed fee contract with performance and milestone standards.

The School District of Palm Beach County is the 15th largest school district in the U.S., serving more than 150,000 students enrolled in a land area of 2,000 square miles. The total value of the district's long term capital facility needs exceeds one billion dollars.



The program employed IMPACT, the management information software custom we designed for multiple site school programs. We also developed a program specific web site for team communication, reporting and community engagement.

Firm:
Parsons

Client:
Durango School District 9R

Location:
Durango, Colorado

Project Duration:
December 2002 – December 2004

Status:
Completed

Number of Projects:
Various projects at 11 sites

Program Value:
\$84.5 Million

Construction Value:
\$68.7 Million

Facilities Provided:

- MEP Upgrades
- ADA Compliance
- Life Safety Upgrades
- Technology

Client Contact:
Diane Doney
Director of Business Services
970-759-0270
ddoney@durango.k12.co.us

Architect:
Paul Haack, AIA
Anderson Mason Dale
(303) 294-9448
phaack@amdarchitects.com

"Much of the success of our \$84.5 million bond program...was the result of our decision to hire 3D/I to direct the project. Our community-based construction oversight committee is well pleased with the quality, timeliness, and cost effectiveness of both the design and construction."

*--Dr. Mary F. Barter,
Superintendent of Schools*

Durango School District 9R

Program Overview

Parsons provided program management services and finished this bond program early. Originally an \$84.5 million program, the Durango School District 9R Bond Program realized interest and bond premium earnings to cover \$87.4 million for one replacement school and additions and renovations at ten other schools.

Projects included classroom and gym additions, major renovations at the high school, the charter school, two middle schools, six elementary schools and the replacement of one elementary school.

We addressed failing building envelopes, inadequate electrical, plumbing, HVAC, security systems, substandard technology infrastructure, life safety, ADA, instructional space deficiencies, and substandard traffic circulation.



Our team saved the program \$9.5 million. As a result, the district was able to add fire suppression sprinklers to every school, a new concrete parking lot and renovations to science classrooms and labs at the high school not originally planned. Program Management Services included:

- Developing and implementing a procedures manual
- Creating and maintaining a program master schedule
- Recommending bid packaging strategies
- Managing architect and construction manager selection
- Coordinating design and CAD standards
- Managing asbestos abatement projects
- Coordinating technology infrastructure upgrades
- Coordinating moving and storage of goods during construction
- Coordinating the selection, procurement, delivery and installation of furniture, fixtures and equipment
- Managing a coordinated insurance program on behalf of the district
- Implementing state-of-the-art integrated web-based management controls
- Providing a web site with real-time access to program and project status for all levels of the district and community at-large
- Managing a coordinated communications plan using web-based information, community meetings, detailed monthly program reports and monthly school-specific construction updates for parents, students, teachers and administrators

Firm:
Parsons

Client:
Los Angeles Unified School District

Location:
Los Angeles, California

Program Duration:
September 1997 - June 2010

Status:
Ongoing projects in various stages of completion.

Number of Projects:
19,500

Program Value:
\$5.4 Billion

Services Provided:

- Program management
- Program controls
- Master scheduling
- Manage master planning
- Master budget and controls
- Cost estimating
- Facility assessments

Client Contact:
Guy Mehula
Deputy Chief Facilities Executive
Los Angeles USD
(213) 633-7513
guy.mehula@lausd.net

Architect:
Gary Gidcumb
HMC Architects
(626) 535 0500
gary.gidcumb@hmcarchitects.com



Hollywood High School Campus
\$13.5 million modernization

Los Angeles Unified School District

Program Description

Parsons was the first program management team selected for the district's massive \$19.2 billion program - the largest school construction program in US history, and currently the largest construction program of any kind in the US. Since program inception, we have held various roles including overall program management, directly managing projects in the field, and providing controls for the entire program. The program is organized in two groups, modernization and new construction.

Facilities Modernization

Projects in this group have a collective budget of \$7.5 billion and involve 19,150 repair and modernization projects at more than 800 schools in 13,000 separate buildings with 69 million square feet housing 750,000 students. These projects range from \$100,000 to \$40 million, and start in the planning and design phase and go through close-out. Facilities modernization is approximately 50 percent complete with an overall change order rate of only 4 percent, a notable number considering all of the work is done on a phased basis while the schools remain fully operational, most on year round, multi-track school academic schedules, and involve replacement of 50-year-old plumbing & heating systems, leaking roofs, removal of lead paint and asbestos, structural upgrades to current earthquake safety standards, upgrading fire alarm and security systems, and adding air conditioning, playgrounds and portable classrooms to help reduce class size.



Belmont High School
\$40 million modernization

New Construction

With a budget of \$11.7 billion, LAUSD plans 345 new construction projects involving land acquisition, entitlement, design, construction and occupancy, adding more than 180,000 student seats in 174 new primary, elementary, middle and high school campuses. The program will also include 172 classroom, Early Education and Full Day Care additions to existing campuses. The projects range from \$3 million to several hundred million dollars. When complete, they will alleviate intensely overcrowded conditions and allow all students to return to a traditional 180-day school calendar. All new schools are designed for community access to school fields, park areas, physical education facilities, as well as school libraries after school hours. New construction is approximately 24 percent complete. Many of the projects have received awards and have been recognized by The Collaborative for High Performance Schools (CHPS) for providing the next generation of facilities that improve the learning environment while saving energy, resources and money.

Firm:
Parsons

Client:
Alvarez and Marsal

Location:
New Orleans, Louisiana

Project Duration:
October 2005 - Ongoing

Status:
Closeout

Number of Projects:
Various projects at 10 schools

Services Provided:

- Environmental assessment
- Mold and asbestos remediation
- Emergency repairs and construction
- Subcontracting
- Procurement
- Scheduling
- Contract negotiations
- Acceptance inspections
- Field verifications
- Design-build
- Construction management
- Construction
- Safety

Client Contact:
Pat Riley, Senior Director
Alvarez and Marsal
(214) 438-1000
preilly@alvarezandmarsal.com

Architect:
None. We worked from informal scope lists provided by Alvarez and Marsal.

Orleans Parish Public Schools Emergency Assessment, Construction, and Repairs

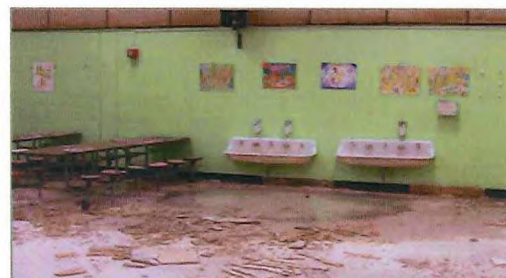
Project Description

Parsons was selected to assess and repair 10 New Orleans Public Schools ravaged by Hurricane Katrina. Our response was immediate with a sense of urgency demanded by the project. After walking the schools with the Owner, environmental remediation began in earnest with crews dispatched to repair building finishes, kitchen equipment, doors and windows, roofs and mechanical and electrical systems. With few exceptions, all of the work is being performed by New Orleans-based businesses, some of which are minority owned. Local participation includes a roofing company, a general construction company, an electrical construction company, a mechanical construction company, a mold/mildew remediation company and an environmental testing and monitoring company. Parsons is performing specific tasks to ready the schools for occupancy:

- Assessment/Scope Development
- Pre-construction testing
- Water Extraction/Drying/Dehumidification
- Dust Control/Negative Pressure Containment System
- Abatement of hazardous materials
- Repair of damaged building components
- Repair/Replacement of damaged mechanical and electrical equipment.
- Post construction testing

The 10 schools are:

- Martin Behrman Elementary
- Perry Walker Senior High School
- William J. Fischer Elementary
- Dwight D. Eisenhower Elementary
- Alice M. Harte Elementary
- Edna Karr Elementary
- Julius Rosenwald Elementary
- Murray Henderson Elementary
- Robert Mills Lusher Elementary
- Lusher Extension



Other
Forms

BEAUMONT INDEPENDENT SCHOOL DISTRICT

VENDOR INFORMATION / NOTICE OF NO-SUBMISSION

TYPE OF PROCUREMENT: REQUEST FOR PROPOSALS NO. 08.043 TITLE: PROGRAM MANAGEMENT SERVICES.
OFFERS WILL BE ACCEPTED UNTIL: 11:00 A.M. ON FRIDAY, OCTOBER 5, 2007 IN THE OFFICE OF PATRICIA ATTAWAY,
PURCHASING AGENT, AT THE ADMINISTRATION BUILDING, 3395 HARRISON AVENUE, BEAUMONT, TX 77706. RESULTS
WILL BECOME AVAILABLE SEVEN BUSINESS DAYS AFTER APPROVAL BY THE BOARD OF TRUSTEES (TENTATIVE
APPROVAL DATE OF OCTOBER 18, 2007).

Vendor Offers (original and fourteen (14) copies – please mark copies "COPY") must be in a sealed opaque envelope, plainly
marked on the outside with SOLICITATION NAME, SOLICITATION NUMBER, AND DATE. Faxed proposals will NOT be accepted.
Offer received after the specified time shall not be considered. Late mail deliveries will be held unopened. U.S. Mail is not delivered
to the District until after 11:00 a.m. daily.

PLEASE TYPE OR PRINT VENDOR IDENTIFICATION DATA

LEGAL NAME OF VENDOR:

Parsons Commercial Technology Group

MAILING ADDRESS:

1900 West Loop South, Suite 400

CITY: Houston STATE: TX ZIP CODE: 77027 PHONE # 713-871-7153 FAX
713-871-7171

NAME OF AUTHORIZED REPRESENTATIVE: Alvaro Rizo-Patron TITLE:
Vice President

COMPANY WEBSITE ADDRESS: www.parsons.com REPRESENTATIVE E-MAIL ADDRESS
alvaro.rizo-patron@parsons.com

CITY: San Antonio STATE: TX ZIP CODE: 78205 PHONE # _____ FAX # 210-227-9704
Ph. 210-477-1607

TYPE OF BUSINESS (CHECK ALL THAT COMPLY): ☐ Manufacturing, ☐ Distributor, ☐ Wholesale, ☐ Broker, ☐ Retail,
☐ Service, ☐ Franchise, ☐ Construction, ☒ Other: Professional Program Management Services

NOTICE OF NO SUBMISSION – If you are unable to submit an offer, please return this form with the applicable response box
checked, on or before the closing date.

I do not wish to submit an RFP document for this procurement, however, please retain my name on the vendor list for this item	
I do not wish to submit an RFP document for this procurement, please remove my name from the vendor's list for this commodity.	
The products/services we represent should be listed in another category. Please move to another list as specified:	

VENDOR CERTIFICATION AND IDENTIFICATION

I certify that I have carefully examined the Invitation for Proposal, Specifications and Conditions, General Conditions, Certifications
and Price Sheets and attachments. I agree to furnish supplies and/or services in strict compliance with the specifications and
conditions contained in this document. I freely submit this offer and have not colluded with other parties to fix prices, or in any other
manner, undermine the competitive procurement practice.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  DATE: October 5, 2007

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: Parsons Commercial Technology Group

Authorized Company Official's Name (Printed)

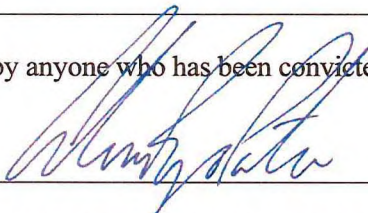
Alvaro Rizo-Patron

A. My firm is a publicly-held corporation, therefore this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned nor operated by anyone who has been convicted of a felony: *

Signature of Company Official:



October 5, 2007

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of Conviction(s):

Signature of Company Official:

THIS FORM MUST BE RETURNED WITH YOUR RFP

*Parsons is owned by its Employee Stock Ownership Plan. To the best of our knowledge through careful screening, none of those employee-owners have been convicted of a felony.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local government

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity.
Received: _____

OFFICE USE ONLY
Date

By law this questionnaire must be filed with the records administrator of the Local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity. (Name of Company)

N/A

2. Check this box if you are filing an update to a previously filed questionnaire.

☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a). Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government

FORM CIQ

Page 2

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

YES

☐

NO

☒

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer names in this section AND the taxable income is not from the local governmental entity?

YES

☐

NO

☒

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

YES

☐

NO

☒

D. Describe each affiliation or business relationship.

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7.

Signature of person doing business with the governmental entity

October 5, 2007

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENT/ NON RESIDENT RESPONDER CERTIFICATION

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN RFP DISQUALIFICATION

As defined by Texas House Bill 620, a “nonresident responder” means a responder whose principal place of business is not in Texas, but excludes contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “resident responder”:

Signature: _____ Date: _____

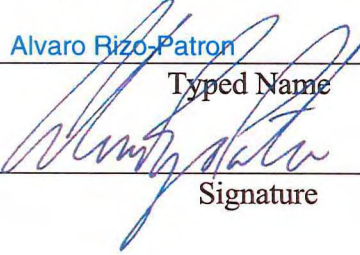
If you qualify as a “nonresident responder”, you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>Charlotte</u>	<u>North Carolina</u>	<u>28209</u>
City	State	Zip Code
<u>Parsons Commercial Technology Group</u>	<u>4701 Hedgemore Drive</u>	
Company Name	Address	

- (a) Does your “residence state” require responders whose principal place of business is in Texas to underbid responders whose residence state is the same as yours by a prescribed amount or percentage to receive comparable contract? “Residence state” means the state in which the principal place of business is located. YES _____ NO X
- (b) If YES, what is the amount or percentage? _____ or _____ %

I certify that the above information is correct.

<u>Alvaro Rizo-Patron</u>	<u>Vice President</u>
Typed Name	Position
	
Signature	

THIS FORM MUST BE RETURNED WITH YOUR RFP

Appendix A

Responsibility Matrix

General

ITEM	OWNER BISD	PROGRAM MANAGER PARSONS	ARCHITECTS / ENGINEERS	PRIME CONTRACTOR
Funding:	Hold Contract	COORDINATE		
Meetings:	--	--	--	--
Bond Management team	ATTEND	PRIME	ATTEND	
Project Team		PRIME	ATTEND	
Design Team		ATTEND	PRIME	
Pre-Bid	ATTEND	PRIME	ATTEND	ATTEND
Post-Bid		PRIME	ATTEND	ATTEND
Pre-Construction	ATTEND	PRIME	ATTEND	ATTEND
Construction (weekly)		PRIME	ATTEND	ATTEND
Emergency	ATTEND	PRIME	ATTEND	ATTEND
Action Reports		PRIME	REVIEW	
Program Controls and Reporting		PRIME		
Cost Management:	--	--	--	--
Total Budget	APPROVE	PRIME	REVIEW/APPROVE	
Budget Revisions	APPROVE	PREPARE	REVIEW/APPROVE	
Estimates		REVIEW	PRIME	
Change Orders	APPROVE	PREPARE	REVIEW	REQUEST
Value Engineering		PRIME	REVIEW/APPROVE	PARTICIPATE
Real Estate Documentation	PRIME	COORDINATE		
Cash Flow	REVIEW	PRIME		
Scheduling:	--	--	--	--
Master	APPROVE	PRIME	REVIEW	
Design		COORDINATE	PRIME	
Construction (weekly)		APPROVE	REVIEW	PRIME
Short Interval		REVIEW		PRIME
Occupancy	PARTICIPATE	COORDINATE		PRIME
Punchlist	PARTICIPATE	COORDINATE	PREPARE	REQUEST
Progress Reports	REVIEW	PRIME		
Architect & Inspector Verified Reports	REVIEW/MAINTAIN FILES	COORDINATE/CREATE FILES	PRIME	
Contractor Verified Reports		COORDINATE		PRIME
Insurance Contractors (or all risk OCIP)	PRIME	COORDINATE		
Long Lead Procurement		COORDINATE		
SWMP	APPROVE	PRIME	REVIEW	
Purchasing	PRIME	COORDINATE / SUPPORT		
Contract Boiler Plate	PRIME	DRAFT	ATTNY - APPROVE	ATTNY - APPROVE
Interim Housing	PARTICIPATE	COORDINATE	REVIEW	
Storm Management		COORDINATE		PRIME
Public Relations	PRIME	SUPPORT		

Responsibility Matrix

Design

ITEM	OWNER BISD	PROGRAM MANAGER PARSONS	ARCHITECTS / ENGINEERS	PRIME CONTRACTOR
Program Information	PRIME	REVIEW	DRAFT	
Approve				
Information Required for Design	REVIEW	PRIME	REQUEST	
Testing and Survey:	--	--	--	--
Topo Survey	ISSUE CONTRACT	COORDINATE	REQUEST	PRIME
Haz-Mat	ISSUE CONTRACT	--	--	PRIME
Preliminary Designs:	--	--	--	--
Schematic	APPROVE	REVIEW	PRIME	
Design Development	APPROVE	REVIEW	PRIME	
Construction	APPROVE	REVIEW	PRIME	
Final Specifications	APPROVE	REVIEW	PRIME	
Design Changes	APPROVE	COORDINATE	PRIME	REQUEST
Plan reviews:	--	--	--	--
Board	FILE	COORDINATE/FILE	PRIME	FILE
OPSC	FILE	COORDINATE/FILE	PRIME	FILE
DTSC	FILE	COORDINATE/FILE	PRIME	FILE
Department of Education	FILE	COORDINATE/FILE	PRIME	FILE
OSA	FILE	COORDINATE/FILE	PRIME	FILE
SHPO	FILE	COORDINATE/FILE	PRIME	FILE
Local Fire	FILE	COORDINATE/FILE	PRIME	FILE
Local City	FILE	COORDINATE/FILE	PRIME	FILE
County Health	FILE	COORDINATE/FILE	PRIME	FILE
Permits (Other than Contractors)				
Site Survey	ISSUE CONTRACT	COORDINATE		PRIME
Design Standards/ Ed. Specs	REVIEW	COORDINATE	DRAFT	
Site Needs Assessment	PROVIDE INPUT	COORDINATE	PRIME	
Constructability Review	REVIEW	PRIME	REQUEST	
Labor Compliance	AUDIT/FILE	PRIME		
Specification Input:	--	--	--	--
Bidders Instruction	APPROVE	PRIME	REVIEW	
Form of Proposal	APPROVE	PRIME	REVIEW	
Bidding Alternatives	APPROVE	PRIME	REVIEW	
CEOA	APPROVE	PRIME	REVIEW	

Responsibility Matrix

Construction

ITEM	OWNER BISD	PROGRAM MANAGER PARSONS	ARCHITECTS / ENGINEERS	PRIME CONTRACTOR
Construction Contracts	ISSUE	COORDINATE	FILE	APPROVE
Site Layouts	APPROVE	PRIME	DRAFT	
Temporary Facilities & Services	REVIEW	REVIEW	FILE	PRIME
Security	REVIEW	REVIEW		PRIME
Construction Methods & Procedures		REVIEW	LIMITED REVIEW	PRIME
Contractor Coordination:	--	--	--	--
Prime Contractors		PRIME		
Sub Contractors		REVIEW		PRIME
Construction Expediting				PRIME
Jobsite Safety		LIMITED REVIEW	LIMITED REVIEW	PRIME
Submittals	FILE	COORDINATE	REVIEW/APPROVE	PRIME
Changes in the Work:	--	--	--	--
Design Change Authorization	REVIEW	COORDINATE	REVIEW/APPROVE	REQUEST
Request for Information	REVIEW	COORDINATE	ANSWER	REQUEST
Change Order	APPROVE	PREPARE/NEGOTIATE/ RECOMMEND	REVIEW	REQUEST
Owner Items:	--	--	--	--
Purchasing	PRIME	COORDINATE	REVIEW	
Expediting		PRIME		
Installation		COORDINATE	APPROVE	PRIME
Payment Requests:	--	--	--	--
Specialty Consultants	FILE	REVIEW		REQUEST
Prime Contracts	FILE	REVIEW		REQUEST
Claims & Damages	APPROVE	REVIEW	DESIGN SUPPORT	PRIME
Off-Site Storage		COORDINATE		PRIME
Field Testing		VERIFY		PRIME
Quality Control	PARTICIPATE	PRIME	REVIEW	PERFORM
Contractor Verified Reports	FILE	COLLECT/FILE		PRIME
Inspector Semi-Monthly Reports	FILE	REVIEW/FILE	FILE	FILE
On-Site Construction Documents	FILE	PRIME		FILE
Record Drawings		COORDINATE	PRIME	PROVIDE RED LINES
Project Records	FILE	PRIME	FILE	FILE

Responsibility Matrix

Project Close Out

ITEM	OWNER BISD	PROGRAM MANAGER PARSONS	ARCHITECTS / ENGINEERS	PRIME CONTRACTOR
Inspections:	--	--	--	--
Preliminary Inspections	FILE	COORDINATE	REVIEW	REVIEW
Certification of Substantial Completion	FILE	COORDINATE	REVIEW	REVIEW
Notice of Completion	FILE	COORDINATE	REVIEW	REVIEW
Final Inspection	FILE	COORDINATE	REVIEW	REVIEW
Warranties, Affidavits, Receipts, Lien Release, Waivers, Bonds,	FILE	REVIEW/FILE	REVIEW/FILE	PRIME
Certification of Final Completion	APPROVE	PREPARE	APPROVE	REQUEST
Surety Consent to payment	FILE	FILE		PRIME
Final Payment	FILE	REVIEW	APPROVE	REQUEST
Call Backs	PRIME			RESPOND
Move Coordination	REVIEW/APPROVE	PRIME		
Training O & M	ATTEND	REVIEW		PRIME

Appendix B

Amelia School - Microsoft Internet Explorer provided by Parsons Corp.

http://www.3di.com/impact/impactgeneric/layout/default.asp

Amelia School

BEAUMONT INDEPENDENT SCHOOL DISTRICT

Program Management

Dashboard | Help | Live Support

3diteam 3diteam is signed in. | My Account | Signout

I want to: View/Edit Project Details

New | Edit | View | Admin | Tools | Print

Projects

BEAUMONT ISD

1 Elementary Schools

Amelia School

A Plus concrete

A.B. Knight Cons

APC Project Mana

Johnson Architect

Osborn Inspectio

Parnell Construct

Winters Roofing E

Bingman School

Caldwood School

Curtis School

Dishman School

Dunbar School

Fehl School

2 Middle Schools

Maintain

Austin School

King School

Marshall School

Odom School

Smith School

1 Elementary Schools\Amelia School [Hide Tree]

Overview | Budget | Contracts | General Invoices | IMPACT team

Project Manager: Angie Johnson

Project: 001

Project Stage: Program

Project Type: New Construction

Description: New Elementary School

Growth

50%
0%
Original Current Projected

Budget Contract

Funding Source

\$7.70 M
\$5.00 M
\$5.20 M

Field Performance Total Open Avg Age Jul-Sep

RFI	59	9	-664
Submittals	54	1	-714
Meeting Minutes	8	8	-48
Daily Log	34	7	-36

Cost Status by Budget Category:

Budget Category	Original Budget	Current Budget	Proposed Changes	Executed Changes	Current Contract	Apprvd Not Paid	Paid To Date	Proj. Cost @ Compl.
Project								
AE Fees	\$1,300,000	\$4,339,504	\$5,000	\$75,000	\$1,374,100		\$1,176,160	\$1,379,600
PM Fees	\$1,000,000	\$1,000,000	\$237,523		\$510,000	\$5,200	\$5,000	\$747,523
Construction	\$14,200,000	\$14,201,000	\$30,500	\$625,000	\$14,311,360	\$210,000	\$237,012	\$14,341,860

Funding Source: All

Projects Contracts

Internet 100%

BEAUMONT ISD - Microsoft Internet Explorer provided by Parsons Corp.

http://www.3di.com/impact/impactgeneric/layout/default.asp

BEAUMONT ISD

BEAUMONT INDEPENDENT SCHOOL DISTRICT

Program Management

Dashboard | Help | Live Support

3diteam 3diteam is signed in. | My Account | Logout

I want to: View/Edit Project Details

New | Edit | View | Admin | Tools | Print

Projects

BEAUMONT ISD

1 Elementary Schools

2 Middle Schools

3 High Schools

4 Other Facilities

5 Multi Purpose

BEAUMONT ISD [Hide Tree]

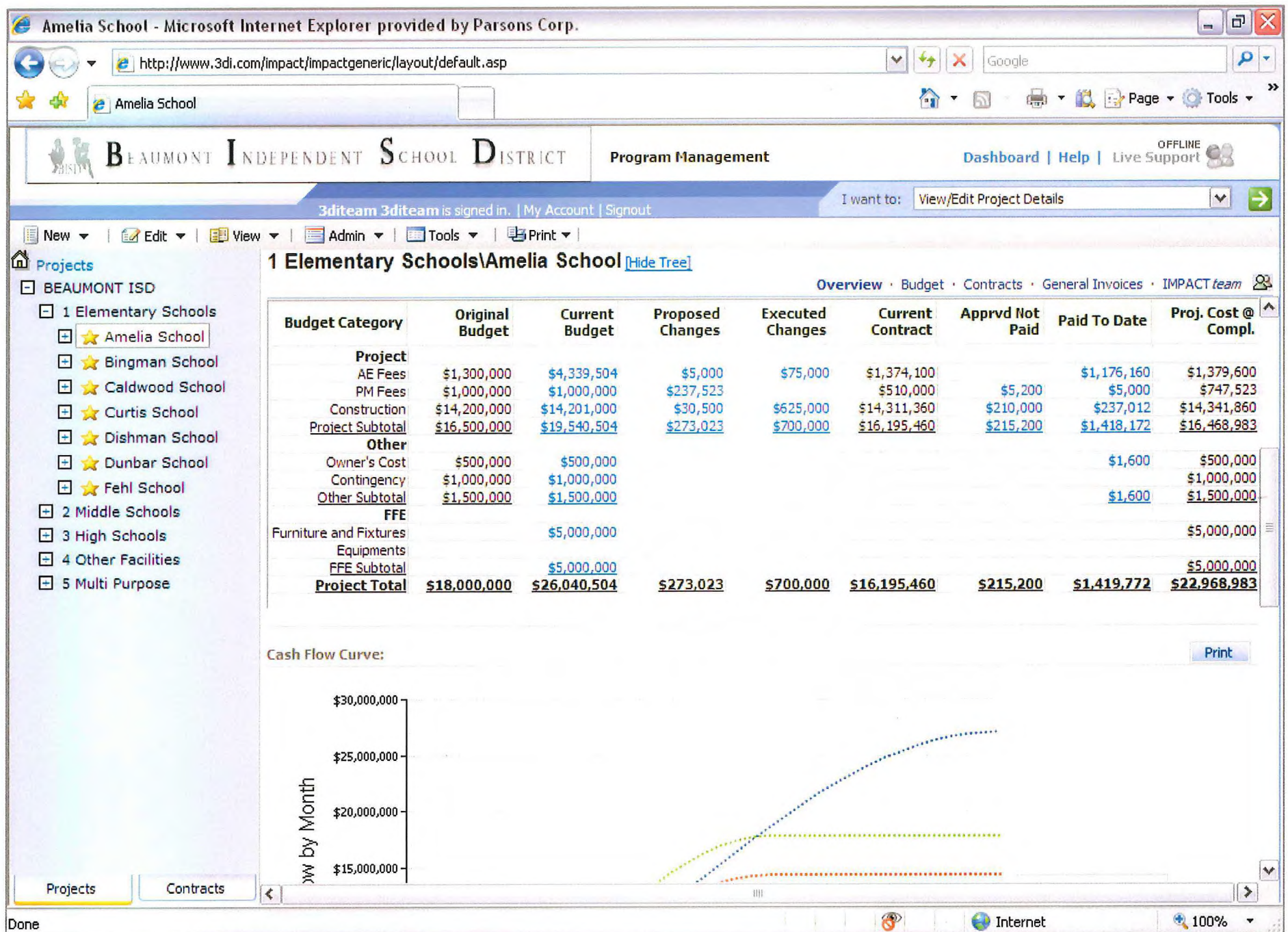
Project Type: All Exec. Yr: All Regenerate

Budget Summary Cost Summary Design Schedule Construction Schedule Cash Flow Projects Map

Project No.	Project Name	Current Stage	Current Budget	Current Budget Growth (1)	Projected Budget Growth (2)	Current Contract (3)	Projected Cost @ Completion (4)	% Variance (5)	% Contract Spent (6)	% Budget Spent (7)
001	Amelia School	Program	\$26,940,504	42.5%	42.5%	\$16,195,460	\$16,439,451	-39.0%	66%	40%
002	Caldwood School	Construction	\$29,500,000	0.0%	0.0%	\$30,600,000	\$30,600,000	3.7%	0%	0%
003	Bingman School	Design	\$615,000	0.0%	0.0%	\$578,106	\$1,253,106	103.8%	0%	0%
004	Dishman School	Design	\$50,023,000	0.0%	0.0%	\$50,400,000	\$50,420,000	0.8%	0%	0%
004	Smith School	Pending	\$11,000,000	0.0%	0.0%	\$130,000	\$130,000	-98.8%	0%	0%
005	Curtis School	Bidding	\$1,282,300	0.0%	0.0%	\$101,950	\$101,950	-92.0%	0%	0%
006	Austin School	Construction	\$27,245,000	0.0%	0.0%	\$19,067,000	\$19,067,100	-30.0%	25%	18%
006	Fehl School	Construction	\$15,569,000	10.7%	10.7%	\$11,550,000	\$11,550,000	-25.8%	0%	0%
007	King School	Construction	\$495,000	0.0%	0.0%	\$395,000	\$397,000	-19.8%	0%	0%
008	Marshall School	Construction Documents	\$863,540	0.0%	0.0%	\$174,540	\$174,540	-79.8%	0%	0%
009	Vincent School	Pending	\$6,065,000	0.0%	0.0%	\$0	\$6,065,000	0.0%	0%	0%
010	Odum School	Pending	\$8,805,000	0.0%	0.0%	\$0	\$8,805,000	0.0%	0%	0%
011	New Faculty Housing	Design	\$57,500,000	0.0%	0.0%	\$6,099,400	\$6,099,400	-89.4%	0%	0%
013	Jackson Hall Dormitory	Construction	\$6,160,000	0.0%	0.0%	\$7,093,100	\$7,093,100	15.1%	0%	0%
014	Student Family Housing	Pending	\$27,350,000	0.0%	0.0%	\$0	\$27,350,000	0.0%	0%	0%
015	Bergen Field Expansion	Design	\$10,000,000	0.0%	0.0%	\$4,785,343	\$4,785,343	-52.1%	0%	0%
016	George Hall	Construction Documents	\$250,000	0.0%	0.0%	\$250,000	\$250,000	0.0%	0%	0%
017	International Students Building	Design	\$15,000,000	0.0%	0.0%	\$1,304,000	\$1,304,000	-91.3%	0%	0%
018	Recreation and Sports Center	Pending	\$47,350,000	0.0%	0.0%	\$0	\$47,350,000	0.0%	0%	0%
019	Rosary Commons	Pending	\$11,145,000	0.0%	0.0%	\$0	\$11,145,000	0.0%	0%	0%
020	Storm Water									

Projects Contracts

Internet 100%




 New
 Edit
 View
 Admin
 Tools
 Print

 Projects

BEAUMONT ISD

1 Elementary Schools

Amelia School






Bingman School

✚ ★ Caldwood School

 Curtis School

 Dishman School

  Dunbar School

  Fehl School

2 Middle Schools

3 High Schools

4 Other Facilities

5 Multi Purpose

1 Elementary Schools\Amelia School [\[Hide Tree\]](#)

[Overview](#) · [Budget](#) · [Contracts](#) · [General Invoices](#) · [IMPACT team](#)

Edit

Project Phases:

[illegible]

Milestones:

Template: All ▼

Edit

Milestone	Original Plan	Current Plan	Projected
Bidding			
Advertise RFP Start	9/3/2007	9/2/2007	9/2/2007
Award Contract	9/28/2007	9/28/2007	9/28/2007
Design			
Schematic Design	2/26/2007	2/26/2007	2/26/2007
Design Development	3/12/2007	3/12/2007	3/12/2007
Move-In			
FF&E Delivery Start	10/13/2008		10/13/2008
Building Dedication Ceremony	11/14/2008		11/14/2008

Projects

Contracts

Impact Team - Microsoft Internet Explorer provided by Parsons Corp.

http://www.3di.com/impact/impactgeneric/layout/projDocs/index.asp?collabID=p313

3diteam 3diteam is signed in. | [My Account](#) | [Help](#) | [Signout](#)

PARSONS

IMPACTteam

Drawings (Folder) [Print](#)

File | Delete | Move To Folder | Settings

Description	Item Name	Posted By	Date
CDs	CDs	3diteam 3diteam	8/29/2007
1st floor plan	1st floor plan.dwf	Antonio Delgado	10/3/2007
2nd floor plan	2nd floor plan.dwf	Antonio Delgado	11/11/2007
3rd floor plan	3rd floor plan.dwf	Antonio Delgado	11/11/2007
4th floor plan	4th floor plan.dwf	Antonio Delgado	11/11/2007
Building Elevation 1	Building Elevation 1.dwf	Antonio Delgado	11/11/2007
Building Elevation 2	Building Elevation 2.dwf	Antonio Delgado	11/11/2007
Building Section	Building Section.dwf	Antonio Delgado	11/11/2007
Enlarged plans, details	Enlarged plans, details.dwf	Antonio Delgado	11/11/2007
Roof plan	Roof plan.dwf	Antonio Delgado	11/11/2007
Wall section details	Wall section details.dwf	Antonio Delgado	11/11/2007

Amelia School

- Documents
 - Agenda
 - ASIs
 - Bid Results
 - Correspondence
 - Daily Log
 - Drawings
 - Issues
 - Meeting Minutes
 - Notice to Comply
 - Punch List
 - RFI
 - Safety Notice
 - Schedules
 - Submittals
 - Transmittal
 - Weekly Report
- Contracts
 - Osborn Inspection and Testing
 - APC Project Management
 - Johnson Architects
 - Parnell Construction
 - Contract

Search for [Go](#)

Internet 100%



BEAUMONT INDEPENDENT SCHOOL DISTRICT

Home Schools/Depts About BISD Employment News for PARENTS for STUDENTS for STAFF

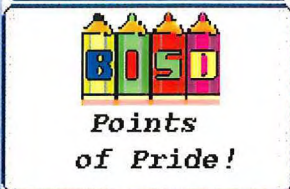
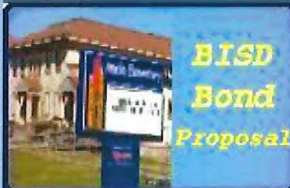


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Are you a star teacher with certified special skills in math & science? BISD is looking for YOU!

★ A minimum annual contribution of \$7,000+ in various benefits

Apply online today at www.bmtisd.com



One Vision Special Report

BISD Earns State's Highest Fiscal Accountability Rating

School Finance Report Card: A+

Beaumont InSiDer, Fall, 2007

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Student Transfer Information

One Vision

To have district news delivered directly to your inbox, register below:

first name:
last name:
e-mail address:

[Click to Join!](#)

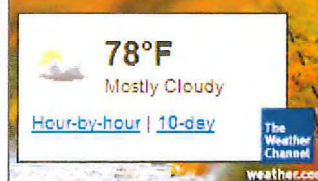
Events Calendar

September 2007

S	M	T	W	H	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

09:00AM - Amelia Elementary
08:00AM - TEEMS Meeting @ French Elem.

Beaumont, TX




Enter city or U.S.zip

GO

Beaumont Independent School District - Microsoft Internet Explorer provided by Parsons Corp.

http://www.beaumont.k12.tx.us/

Beaumont Independent School District

 **BEAUMONT INDEPENDENT SCHOOL DISTRICT**

BOND PROJECTS

Active Summary

Program Info

Master Schedule

Active Projects

Registered Users

Log Out

BEAUMONT ISD

BiSD Homepage

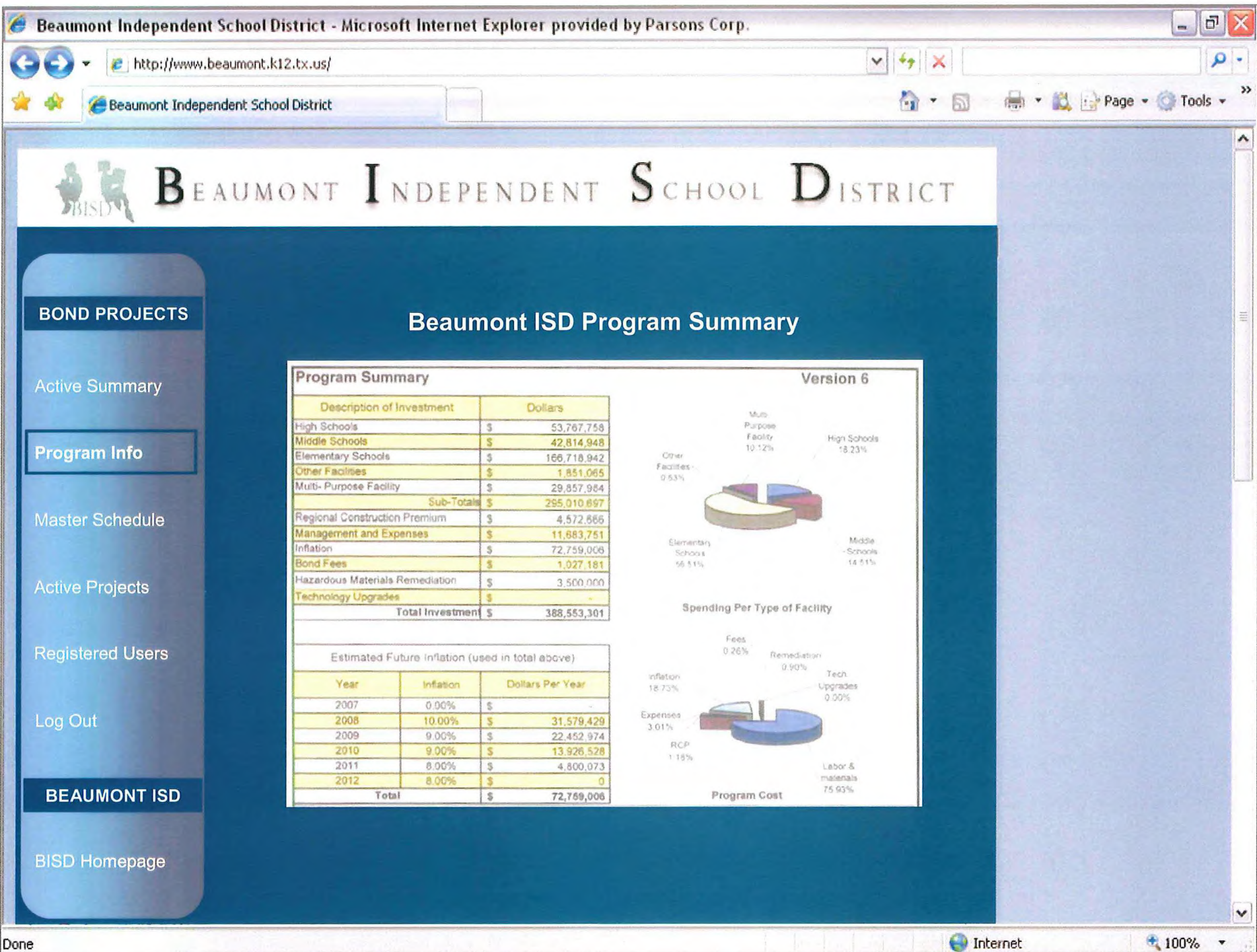
Welcome...

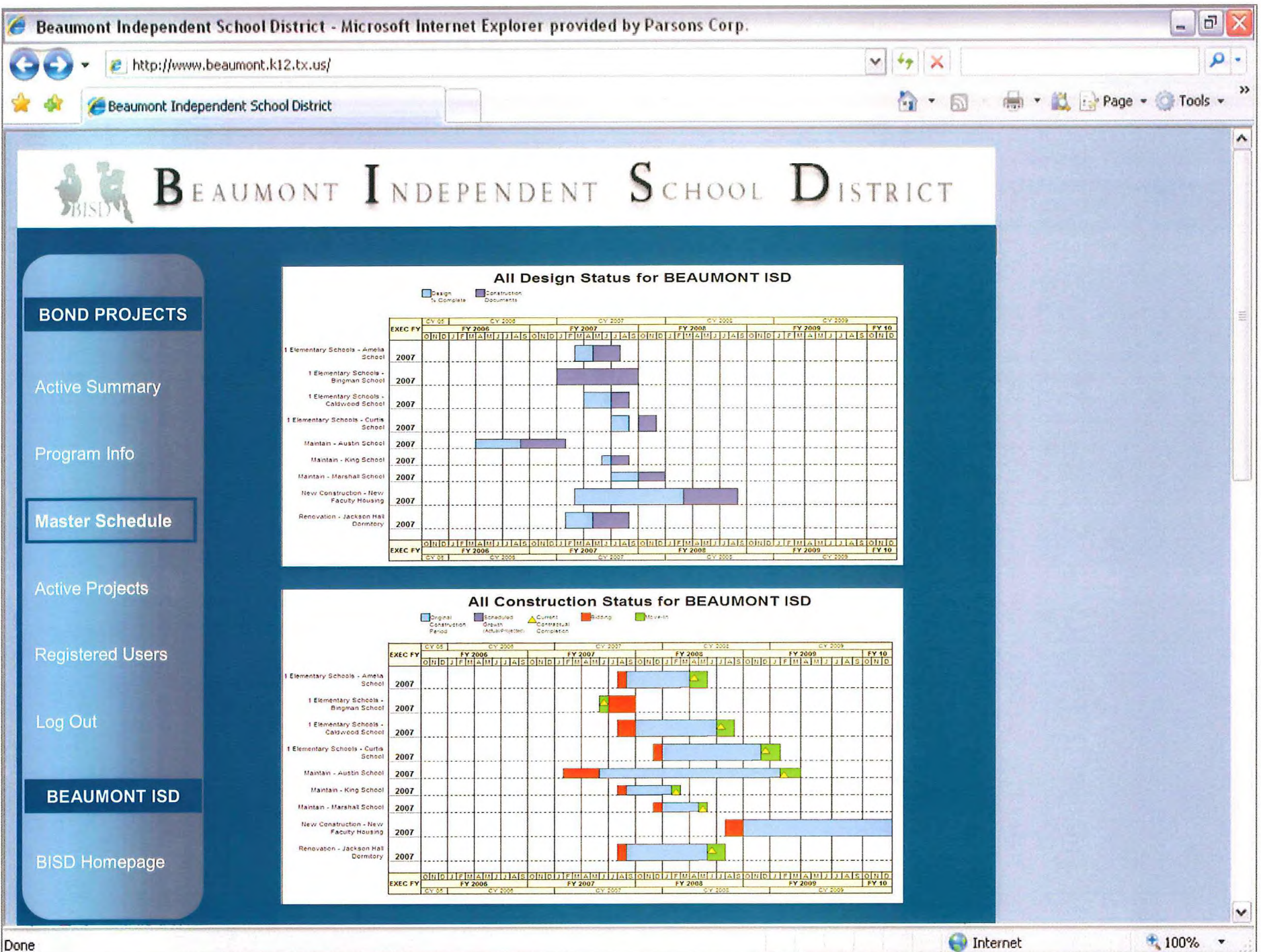
To Beaumont Independent School District's summary of **Active** construction and renovation projects

Projects in Design Phase	Number of Projects: 7 Total Cost: \$25,345,545
Projects in Procurement Phase	Number of Projects: 4 Total Cost: \$6,456,567
Projects in Construction Phase	Number of Projects: 6 Total Cost: \$33,456,860

Done

Internet 100%





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Beaumont Independent School District

BEAUMONT INDEPENDENT SCHOOL DISTRICT

BOND PROJECTS

Active Summary

Program Info

Master Schedule

Active Projects

Registered Users

Log Out

BEAUMONT ISD

BISD Homepage

These are current active projects. *Click on the name of the project to get more information about it.*

<u>Design Phase</u>	<u>Procurement Phase</u>	<u>Construction Phase</u>
Central High School	Ozen High School	West Brook High School
Austin Middle School	Odom Middle School	Lucas Elementary School
King Middle School	Fletcher Elementary School	Vincent Middle School
Amelia Elementary School	Taylor Career Center	Regina Howell School
Bingman Elementary School		Southerland
Administration Building		Planetarium
Agriculture Farm		

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Beaumont Independent School District

BEAUMONT INDEPENDENT SCHOOL DISTRICT

BOND PROJECTS

Active Summary

Program Info

Master Schedule


Active Projects

Registered Users

Log Out

BEAUMONT ISD

BISD Homepage



project start
06.10.03

Currently in
Construction Phase

projected
completion
11.18.05

Time

Progress

Expenditures

West Brook High School

Renovation to existing building and new construction of north wing of West Brook High School

Project Team

PM: John Doe, Parsons
AE: RVK / Lopez Salas
Contractor: Spaw-Glass

Remarks

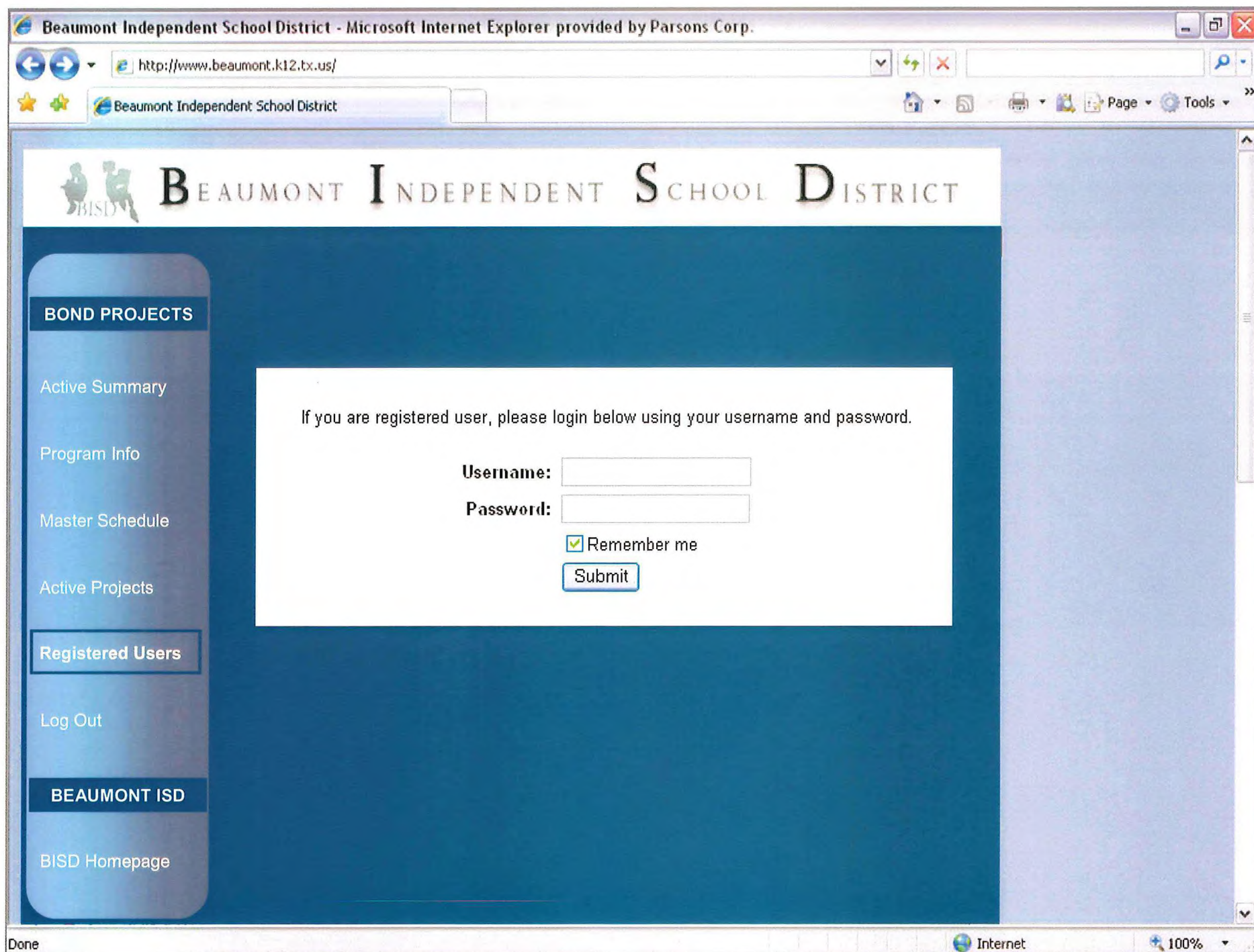
The move-in date for the north wing is established as October 22, 2008

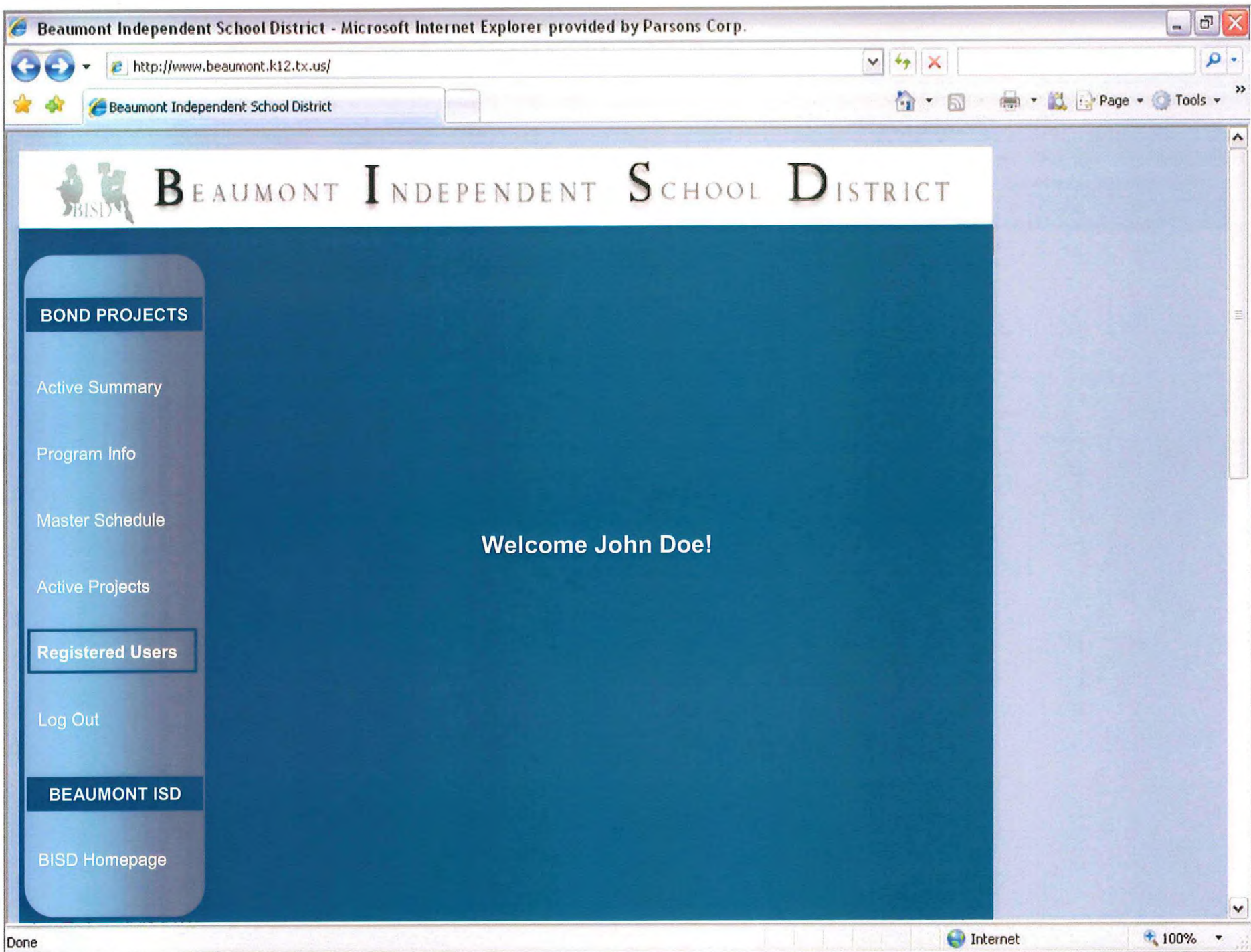
Budget Summary

Total Project Budget	\$20,009,660
Funding Source	CIP Funds

Done

Internet 100%





Beaumont Independent School District - Microsoft Internet Explorer provided by Parsons Corp.


http://www.beaumont.k12.tx.us/

Beaumont Independent School District

BEAUMONT INDEPENDENT SCHOOL DISTRICT

BOND PROJECTS

- Active Summary
- Program Info
- Master Schedule
- Active Projects
- Registered Users**
- Log Out
- BEAUMONT ISD
- BISD Homepage



project start 06.10.03

Currently in Construction Phase

projected completion 11.18.05

Time

Progress

Expenditures

West Brook High School

Renovation to existing building and new construction of north wing of West Brook High School

Project Team

PM: John Doe, Parsons
 AE: RVK / Lopez Salas
 Contractor: Spaw-Glass

Remarks

The move-in date for the north wing is established as October 22, 2008

Budget Summary

Total Project Budget	\$20,009,660
Funding Source	CIP Funds

Done

Internet 100%

Beaumont Independent School District - Microsoft Internet Explorer provided by Parsons Corp.

http://www.beaumont.k12.tx.us/

Beaumont Independent School District

BEAUMONT INDEPENDENT SCHOOL DISTRICT

BOND PROJECTS

Active Summary

Program Info

Master Schedule

Active Projects

Registered Users

Log Out

BEAUMONT ISD

BISD Homepage

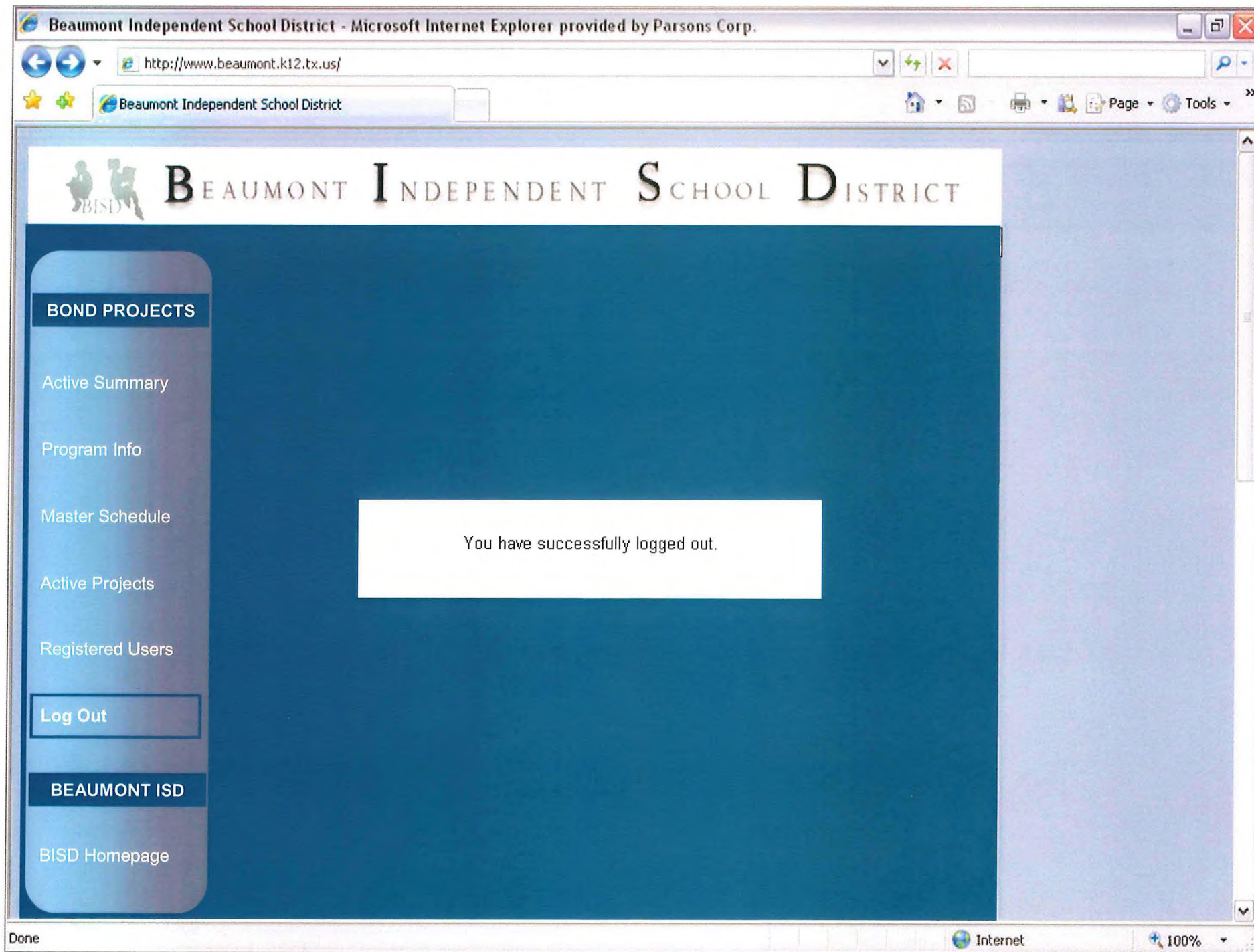
Budget Summary

Total Project Budget \$20,009,660

Funding Source CIP Funds

Cost Category	Original Budget	Current Budget
1. Land	\$ 0	\$ 0
2. Professional Service	\$ 1,254,450	\$ 1,254,450
3. Construction	\$ 16,840, 548	\$ 16,840, 548
4 FF&E	\$ 1,120,850	\$ 1,120,850
5. Technology	\$57,750	\$57,750
6. Miscellaneous	\$x,xx,xxx	\$x,xx,xxx
TOTAL:	\$20,009,660	\$20,009,660

Done Internet 100%



Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 45

PARSONS

Beaumont ISD 2007 Bond Program

Program Management Services



October 5, 2007

BEAUMONT INDEPENDENT SCHOOL DISTRICT

VENDOR INFORMATION / NOTICE OF NO-SUBMISSION

TYPE OF PROCUREMENT: REQUEST FOR PROPOSALS NO. 08.043 TITLE: PROGRAM MANAGEMENT SERVICES. OFFERS WILL BE ACCEPTED UNTIL: 11:00 A.M. ON FRIDAY, OCTOBER 5, 2007 IN THE OFFICE OF PATRICIA ATTAWAY, PURCHASING AGENT, AT THE ADMINISTRATION BUILDING, 3395 HARRISON AVENUE, BEAUMONT, TX 77706. RESULTS WILL BECOME AVAILABLE SEVEN BUSINESS DAYS AFTER APPROVAL BY THE BOARD OF TRUSTEES (TENTATIVE APPROVAL DATE OF OCTOBER 18, 2007).

Vendor Offers (original and fourteen (14) copies – please mark copies "COPY") must be in a sealed opaque envelope, plainly marked on the outside with SOLICITATION NAME, SOLICITATION NUMBER, AND DATE. Faxed proposals will NOT be accepted. Offer received after the specified time shall not be considered. Late mail deliveries will be held unopened. U.S. Mail is not delivered to the District until after 11:00 a.m. daily.

PLEASE TYPE OR PRINT VENDOR IDENTIFICATION DATA

LEGAL NAME OF VENDOR:

Parsons Commercial Technology Group

MAILING ADDRESS:

1900 West Loop South, Suite 400

CITY: Houston STATE: TX ZIP CODE: 77027 PHONE # 713-871-7153 FAX # 713-871-7171

NAME OF AUTHORIZED REPRESENTATIVE: Alvaro Rizo-Patron TITLE: Vice President

COMPANY WEBSITE ADDRESS: www.parsons.com REPRESENTATIVE E-MAIL ADDRESS: alvaro.rizo-patron@parsons.com

CITY: San Antonio STATE: TX ZIP CODE: 78205 PHONE # 210-227-9704 FAX # 210-477-1607

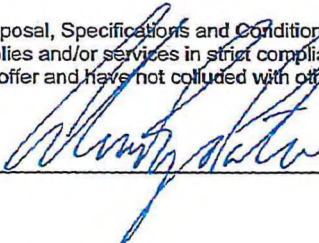
TYPE OF BUSINESS (CHECK ALL THAT COMPLY): ☐ Manufacturing, ☐ Distributor, ☐ Wholesale, ☐ Broker, ☐ Retail, ☐ Service, ☐ Franchise, ☐ Construction, ☒ Other: Professional Program Management Services

NOTICE OF NO SUBMISSION – If you are unable to submit an offer, please return this form with the applicable response box checked, on or before the closing date.

I do not wish to submit an RFP document for this procurement, however, please retain my name on the vendor list for this item	
I do not wish to submit an RFP document for this procurement, please remove my name from the vendor's list for this commodity.	
The products/services we represent should be listed in another category. Please move to another list as specified:	

VENDOR CERTIFICATION AND IDENTIFICATION

I certify that I have carefully examined the Invitation for Proposal, Specifications and Conditions, General Conditions, Certifications and Price Sheets and attachments. I agree to furnish supplies and/or services in strict compliance with the specifications and conditions contained in this document. I freely submit this offer and have not colluded with other parties to fix prices, or in any other manner, undermine the competitive procurement practice.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  DATE: October 5, 2007

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 46

Program Management Agreement

This Agreement is effective November 19, 2007 between Beaumont Independent School District ("Client") and Parsons Commercial Technology Group Inc. ("Parsons") in connection with Beaumont ISD 2007 Bond Program ("Project").

Parsons and the Client agree as follows:

Article 1 – Parsons' Services

- 1.1 Parsons agrees to perform the services described in **Exhibit A: Scope of Services and Deliverables**, which is attached and made a part of this Agreement. Such defined services shall be referred to as the "Services."
- 1.2 Parsons shall commence performance of the Services upon execution of this Agreement.
- 1.3 Services in addition to those described in Exhibit A and services which result from a change in the scope of the Project shall be referred to as "Additional Services" and performed on the basis agreed to in writing between Parsons and the Client.

Article 2 – Time of Performance

- 2.1 Parsons has prepared and submitted to the Client a project schedule for performance of the Services, which is shown in the attached **Exhibit B: Schedule for Performance of Services**.
- 2.2 The Schedule in Exhibit B reflects the performance of Parsons' Services as expeditiously as is consistent with professional care, and is dependent upon the timely performance by others and upon timely review and approval from the Client when required.

Article 3 – Standard of Performance

- 3.1 Parsons shall perform the Services in accordance with the standard of practice generally accepted in its profession at the location of the Project.
- 3.2 No warranties, expressed or implied, are made by Parsons in connection with its performance of Services on this Project.
- 3.3 Services performed on this Project are based on Parsons' understanding of applicable laws and regulations as interpreted and applied on the date of this Agreement. Services necessary to bring the project into

compliance with subsequent regulations, or revisions in the interpretation or application of current regulations, shall be performed as Additional Services.

3.4 The Services shall be deemed accepted by Client unless, within fifteen (15) businessdays after receipt of Parsons' written notification of final completion, Client will have given Parsons written notice specifying in detail wherein the Services are deficient, whereupon Parsons will promptly proceed to make necessary corrections and, upon completion, the Services shall be deemed accepted by Client.

Article 4 – Compensation

4.1 The Client agrees to compensate Parsons as stated in the attached **Exhibit C: Fees and Payments** in return for the performance of Services under this Agreement.

4.2 The Client agrees to reimburse Parsons for expenses incurred in connection with the performance of Services as provided in the attached **Exhibit D: Reimbursable Expenses**.

4.3 Parsons shall be compensated for Additional Services as agreed to in writing between the parties. Absent such agreement in writing, Parsons shall be compensated on the hourly basis as stated in **Exhibit C: Fees and Payments**.

4.4 The total fee as stated in **Exhibit C: Fees and Payments** is contingent upon Parsons completing all of the Projects listed in **Exhibit E: List of Projects**. In the event that the time for completion of any or all the Projects listed in Exhibit E extends beyond what is defined in Exhibit B: Schedule for Performance of Services (the "Period of Performance") due to no fault on the part of Parsons, Parsons shall be entitled to seek additional compensation. In the event that Parsons' fault is a contributing cause of the delay, the parties shall negotiate in good faith Parsons' entitlement to additional compensation for such extended performance period, from which shall then be reduced an amount equal to the percentage of fault on the part of Parsons. In the event that the Owner elects not to commence any Project listed in Exhibit E or in the event that a Project that has been commenced is not completed, the parties agree to negotiate in good faith to reduce the Fee for Basic Services; such reduction may be based on a lump sum, time and materials, hourly rates or such other basis as the parties may so mutually agree. For purposes of this paragraph, a Project shall be commenced upon commencement of Project specific programming or design. Nothing in this Paragraph relieves Parsons from any obligations or duties to complete a

Project or Projects in a timely and good faith manner or as required by the Contract Documents or other documents relating to each of the Projects..

Article 5 – Payment

5.1 Payments for Services shall be made monthly in accordance with the payment schedule shown in **Exhibit C: Fees and Payments**.

5.2 The Client agrees to pay undisputed amounts within forty-five days of the invoice date. Amounts that are disputed by the Client will be brought to Parsons' attention in writing, along with an explanation of the reasons for such dispute, within fifteen days of the invoice date.

5.3 Amounts not reasonably disputed that remain unpaid more than forty-five days from the invoice date shall bear interest at the rate of one percent (1%) per month until paid.

5.4 If payment is not made within sixty days of the invoice date, Parsons shall have the right to suspend the performance of Services under this Agreement pending payment. Such suspension of Services shall not be considered a breach of this Agreement.

5.5 No deductions shall be made from Parsons' compensation on account of penalty, liquidated damages or other sums withheld from payments to other consultants, contractors or suppliers.

Article 6 – Construction Cost

6.1 Estimates of construction cost represent Parsons' best judgment as a professional; however, it is recognized that neither Parsons nor the Client has control over the cost of labor or materials used in construction, nor over any contractors' methods of determining bids or prices. As a result, Parsons does not warrant that bids, negotiated prices or completed construction costs will not vary from Parsons' estimates or the project budget, and no fixed limit of construction cost is established as a condition of this Agreement.

6.2 ~~If construction cost is used in the determination of Parsons' fee, the most current estimate, bid or actual cost will be used in the calculation of Parsons' invoices. Construction cost shall be defined as the entire cost of completing the Project on which Parsons is involved, including the cost at current market rates of labor and materials furnished by the Client plus reasonable overhead and profit. Construction cost shall not include the cost of the land or the fees of Parsons or design professionals hired directly by the Client.~~

Article 7 – Client's Responsibilities

7.1 The Client shall provide Parsons any reasonably requested information regarding the Project, including the program requirements, available plans, specifications and other documents describing the Project, and budget and schedule limitations.

7.2 As requested by Parsons, the Client shall furnish all testing and inspection services.

7.3 As requested by Parsons, the Client shall furnish Parsons with information on project standard materials and equipment to be incorporated in the construction documents.

7.4 Parsons shall be entitled to rely upon the accuracy and completeness of any information furnished by the Client. Parsons shall have no liability for defects in the Services attributable to Parsons' reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to release Parsons from any and all claims and judgments, and all losses, costs and expenses arising there from. Parsons shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to Parsons that Parsons may reasonably discover in its review and inspection thereof.

7.5 Parsons shall assist the Client in retaining qualified architectural and engineering design firms ("A/E") that shall be responsible for performing all design work. With the assistance of Parsons the Client shall also contract with a construction company ("Contractor") that will be responsible for performing all construction work. By performing the Services in the Agreement, Parsons shall not assume any responsibilities of the A/E or the Contractor, nor shall Parsons be responsible for liability and related expenses that arise from the performance or failure to perform by such other parties. As such, Parsons shall not be responsible for the means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or for the acts or omissions of the A/E or Contractor.

7.6 The Client agrees to provide prompt written notice to Parsons' Division Manager, in addition to the project manager, if the Client becomes dissatisfied with Parsons' performance or aware of any deficiency in Parsons' service.

7.7 Parsons shall have access to the Project site at all reasonable hours and shall be permitted to photograph the Project during construction and upon completion for its records and future use.

7.8 The Client shall require, by appropriate provision in contracts entered into by the Client with the Contractor(s) and A/E(s) with respect to the Project, that the Contractor(s) and A/E(s) under such contracts must indemnify, save and hold harmless the Client and Parsons and their respective officers, directors, officials and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the Contractor(s) and A/E(s) under such contracts will purchase and maintain during the life of such contract such insurance as the Client may require and that in addition to the Client, Parsons shall be named as an additional insured on such insurance.

Article 8 – Ownership of Documentation of Services

8.1 Drawings, plans, specifications, studies, reports, memoranda, computation sheets or other documents prepared by Parsons or its consultants in connection with Services performed under this Agreement shall become the property of the Client upon satisfaction of its obligations to Parsons under this Agreement. The Client agrees to release Parsons from any liability and related expenses resulting from the Client's use of Parsons' documents. Parsons may retain and use copies for reference, documentation of its experience and capabilities, and other purposes not specifically related to other projects.

Article 9 – Proprietary Information

9.1 Parsons understands and agrees that, in the performance of the work or Services under this Agreement, Parsons may have access to private or confidential information that may contain proprietary details, the disclosure of which to third parties may be damaging to the Client. Parsons agrees that all information disclosed by Client to Parsons and identified in writing by the Client as proprietary shall be held in confidence and used only as reasonably necessary in the performance of this Agreement. Parsons shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

Article 10 – General Provisions

10.1 This Agreement, consisting of these standard terms and conditions together with the Exhibits attached hereto, and all documents, drawings,

specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire Agreement between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof and may be amended only in writing. The captions on this Agreement are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof. Failure of either party to exercise any option, right or privilege under this Agreement or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument. The Client and Parsons bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor Parsons shall assign this Agreement without the written consent of the other.

10.2 The Client acknowledges that the discovery, presence, handling or removal of asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances that may presently exist at the job site is outside of Parsons' expertise, and is not included in the Services Parsons is to perform nor covered by Parsons' insurance. The Client therefore agrees to hire a qualified consultant in this field to deal with hazardous materials. Parsons shall not be responsible or be involved in any way nor have any liability for the discovery, presence, handling or removal of such materials.

10.3 All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

To Client:

ATTN: Jane Kingsley - Chief Financial Officer
BEAUMONT ISD
3395 Harrison Avenue
Beaumont, TX 77706

To Parsons:

Parsons Commercial Technology Group Inc.
1900 West Loop South Suite 400
Houston, Texas 77027
Attn: William Turner

10.4 Nothing contained in this Agreement or its companion documents shall create a contractual relationship with or cause of action in favor of a third party against either Client or Parsons.

10.5 Parsons shall have the right to include representations of the Project, including photographs, among Parsons' promotional and professional materials. Parsons' materials shall not include information that the Client has notified Parsons is confidential or proprietary. The Client shall provide professional credit to Parsons on the project sign and in the promotional materials for the Project.

10.6 If any term or provision of this Agreement shall be found to be illegal or unenforceable, such term or provision shall be deemed stricken and all other terms and provisions of this Agreement shall remain in full force and effect.

10.7 This Agreement shall be made in, and shall be construed in accordance with the laws of, the State of Texas.

10.8 The failure by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

10.9 Parsons and the Client agree to submit disputes between them to non-binding mediation prior to seeking relief through formal legal action. The mediator shall be agreed to by both parties.

10.10 The Client agrees not to solicit or hire Parsons employees until one year after completion of the Project. Should the Client hire a Parsons employee during this period, the Client agrees to pay Parsons a sum equal to that employee's annual salary or wages.

10.11 This Agreement may be terminated by either party with or without cause upon thirty days' written notice. In the event of termination, Parsons shall receive payment for services performed and expenses incurred prior to the effective date of termination, including all expenses directly attributable to termination for which Parsons is not otherwise compensated.

10.12 In the performance of the services under this Agreement, Parsons shall be an independent contractor, maintaining complete control of Parsons' personnel and operations. As such, Parsons shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this Agreement. Parsons, its employees and agents shall in no way be regarded nor shall they act as agents or employees of the Client.

10.13 Client may at any time, by written notice to Parsons, require Parsons to stop all or any part of the work called for by this order for a period of up to ninety (90) days after the notice is delivered to Parsons ("Stop Work

Order"). Upon receipt of the Stop Work Order, Parsons shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Parsons, or within any extension of that period to which the parties have agreed, Client shall either cancel the Stop Work Order, or terminate the work covered by this order as provided in the "Termination" paragraphs of this Agreement. Parsons shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this Agreement shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in Parsons' costs properly allocable thereto. Parsons may stop work, at its sole option if Client fails to make payment of Parsons' invoices within forty-five days of receipt as required by Article 5.

10.14 Parsons shall indemnify, and hold the Client harmless from and against claims, liabilities, suits, loss, cost, expense and damages to the extent caused by any negligent act or omission of Parsons in the performance of Services pursuant to this Agreement.

10.15 The respective duties and obligations of the parties hereunder (except the Client's obligation to pay Parsons such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, governmental action, war acts, acts of God, acts of the Client, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

10.16 Client and Parsons agree that to the fullest extent permitted by law, neither party nor affiliated companies, nor the officers, agents, employees or contractors of any of the foregoing, shall be liable to the other for any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use, and any protection against liability for losses or damages afforded by any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise.

10.17 Parsons shall place and maintain with responsible insurance carriers the following insurance. Parsons shall deliver to Client certificates of insurance, which shall provide thirty days notice to be given to Client in event of a cancellation.

A. Workers' Compensation and Employer's Liability Insurance

- Workers Compensation in compliance with the applicable state and federal laws.
- Employer's Liability Limit \$1,000,000

B. Commercial General Liability Insurance including Blanket Contractual, XCU* Hazards, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.

*Explosion, Collapse and Underground

C. Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.

D. Architects & Engineers Professional Liability Insurance affording, professional, liability, if any, to a combined single limit of \$1,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

Certificates shall be attached to the signed agreement when it is transmitted to the district for execution. These certificates shall contain the statement that:

Coverage's afforded under these policies will not be canceled, changed, allowed to lapse or expire until the district has received thirty (30) days written notice addressed as follows:

ATTN: Jane Kingsley - Chief Financial Officer

BEAUMONT ISD

3395 Harrison Avenue

Beaumont, TX 77706

and be evidenced by certified mail, return receipt requested, or until such time as other valid and effective insurance coverage meeting the requirements herein is put in place.

The Client shall be provided a written waiver of subrogation on all required insurance coverages, with the exception of Professional Liability. This shall

be evidenced either by signed policy endorsement, or so indicated on the submitted insurance certificate.

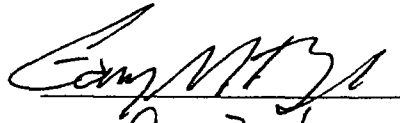
The Client shall be listed as an additional insured on Commercial General Liability Insurance and Automobile Liability Insurance. These policies shall be primary over any other valid and collectable coverage, which may exist.

10.18 Parsons shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to Client. Said records shall be available for inspection by Client or his authorized representative at mutually convenient times. However, there will be no financial audit of any lump sum amount, Parsons' fixed rates or unit rates or fixed percentages.

10.19 The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulation prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741) are incorporated herein.

10.20 Parsons shall provide information to the Client regarding safety requirements. To the extent required by OSHA or any other public agency, Parsons shall obtain the Contractor's safety program and monitor their implementation along with any necessary safety meetings. Parsons shall confirm that such safety programs are submitted to the Client. However, these actions shall in no way relieve the Contractor from properly implementing such safety programs. By undertaking the obligations hereunder, Parsons shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by the Contractor. Each Contract between the Client and a Contractor shall stipulate that the contractor is solely responsible for the viability and implementation of its safety programs, and is solely responsible for the safety of its employees and the effect of its actions on the safety of others. Parsons' obligations under this Paragraph shall be incidental and supplementary to the Contractor's obligations under their respective Contracts and applicable law relating to development, implementation and enforcement of safety programs, procedures and measures.

Remainder of page left intentionally blank. Signatures to follow on next page.



Name: Gary Boyd
Title: Sr. Vice President



Name: Carol Thomas
Title: Superintendent of
Schools

Scope of Services and Deliverables

Exhibit A

Services

Parsons's Services are described below.

A Fast-Start

We understand that inflation cost factors over the course of the planned program is a concern. We also know we can save our clients money by reducing the duration of the program—we've done it many times before. Typically, our clients have chosen to put those savings back into their program to add scope and provide added value to their communities during their current bond program.

We would like to propose a fast-start program for your consideration. This has historically helped our clients realize savings. We propose to kick off your program with a team of experienced professionals dedicated to getting your projects off the ground. We think that we can assist the district in some preparation that will enable us to start the process as soon as your first bonds are sold in March 2008.

We will help demonstrate the equitable use of bond funds to the community. As part of this fast-start process, we want to work with you to prioritize projects where we can realistically show the community visible results as quickly as possible.

A possible vehicle for providing faster results to the community is through a modular construction concept. We will work with you to determine the benefits to the district of using such a process and where these facilities may be appropriate.

Another way to accelerate program implementation and save design dollars is to use a prototype design for the nine elementary schools in your program. We have worked with architects on design prototype projects in the past and can help you through this process.

Scope Responsibility

We understand that clear assignment of scope responsibility is key to the success of a program of this magnitude and complexity. The following chart shows the division of responsibility between us (as program managers) and BISD, the architect/engineers and the prime contractor. Following the chart are descriptions of how we'll perform each item of the scope. A more

comprehensive list of services is shown in the responsibility matrix provided in Appendix A.

Scope Item	BISD	Parsons	A/E	Prime Contractor
Development of scopes of work and budgets	Review / approve	Prepare / present	N/A	N/A
Development of contracts/RFPs	Review / approve	Prepare / present	N/A	N/A
Resource loaded scheduling and estimating	Review / approve	Prepare / present	N/A	N/A
Bidding, evaluations and negotiations	Participate	Prime	Participate	Submit
Management/coordination of design teams and design review	Participate	Prime	Participate	N/A
Cost verification/estimating	Review / approve	Prime	Participate	Coordinate
Value engineering	Review / approve	Verify / coordinate	Participate	Prepare / present
Coordinate/track agency approvals	N/A	Coordinate	Prime	Participate
Quality assurance/deficiency resolution	N/A	Coordinate	Participate	Prime
Construction management	N/A	Review	Site visits	Prime
On site inspection/documentation	N/A	Review / participate	Site visits	Prime
Payment approvals/all bond funds	Review / approve	Verify / coordinate	Review / approve	Prime
Construction and contract close out	Review / approve	Verify / coordinate	Participate	Prepare / present
Move and relocation coordination	Prime	Coordinate	N/a	Coordinate
Overall contract and document management	N/A	Coordinate	Submit	Submit
Post occupancy evaluation/warranty tracking	Participate	Coordinate	Participate	Prime
Community and school relations	Prime	Participate	Participate	N/a

Development of Scopes of Work and Budgets

All phases of a program are important, but you never get to start from the beginning again. So we emphasize the program definition stage. In this stage,

we will review the itemized scope of work as it is shown in the approved bond document with the district staff and the project team. We will develop an initial project budget and a schedule for the work. We will look for areas where we might want to group projects or use a horizontal procurement method. For example, some neighboring school districts have a purchase agreement with an air-conditioning equipment manufacturer. By doing this, that district was able to expedite equipment delivery, lower the initial cost and get an extended warranty on the equipment.

We will review the district's education specifications and double check that they meet the state minimum requirements as well as any district educational adequacy standards. As the design for a facility proceeds from the conceptual stage to schematic design and design development phases, we will monitor the budget and the estimated cost.

We will check this cost estimate during the drawing review process at 25, 50, 75 and 95 percent complete construction documents. At each phase, we will agree on the estimate and it will be within the budget for the project. We will also identify alternates in value of 10 percent to ensure that on bid day we are able to meet our budget and award a contract to begin construction.

Bob, our program manager, along with our project managers will be key parts of the design review team. We will also review the mechanical drawings and specifications for coordination, completeness and compliance with the commissioning plan.

The design review meetings will include all interested parties and at least the project architect and engineer, the representative from the instructional side of the house, maintenance and operations, transportation and food service personnel, and athletic personnel. Our program staff will record the meeting notes and build a list of items that need to be changed or corrected. We will use this list to make sure the architect and engineers have completed all the changes prior to the next review meeting. This list will be reviewed at the following meeting. When we review the final construction documents, we will verify that every item on the list has been addressed.

Development of Contracts / RFPs

We will evaluate the project list and recommend how the projects should be assigned based on the best interests of BISD. Each firm's strengths and resources will be considered. Parsons will identify candidates for design teams, and contractors to notify about up-coming projects, develop and review of the RFPs and contracts to ensure that they address specific functional and design experience and presentation of options for client review, development of specific questions for interviews, and participation in the actual interviews.

We will work with the local community and minority firms to ensure that they are aware of the upcoming work and that they participate in the process. It is a standard process for us to actively seek opportunities to work with local businesses, Small Disadvantaged, Woman-Owned Businesses, Minority-Owned Businesses, Historically Underutilized Business, and Minority Institutions. For many of our existing programs, we have formed partnerships with local and minority firms with significant participation. We also have a strong history of exceeding minority participation goals.

We believe the key to this success in obtaining local and minority participation is in our understanding of the unique demographics of each location in which we work and tailoring our local plans to match the relevant labor market area. This benefits the community and aides in bridging the gap between the community and the district by keeping all parts of the community involved in the program.

Resource Loaded Scheduling and Estimating

Once the project is awarded, it becomes a team effort from the start of design and continuing through occupancy. The schedule will be accomplished through several scheduling sessions which we will organize and facilitate. The first facilitated session will be to position the main project activities in a general form so that the team understands and agrees to the time frames and relationship of programming, design phases, iterative budgeting, owner approvals, procurement, construction and commissioning. Usually several preliminary schedules are produced and refined until the initial comprehensive master schedule is approved and distributed to all concerned parties. This schedule, while general in nature will be the primary tool to assure that the project is on track during its initial design and budgeting phase.

As the initial design progresses, more detail is added to the general schedule via the second facilitated schedule session. This is when the team will meet again and we will add more internal phasing to the schedule. This additional definition of work activities, logic, and durations forms a more accurate basis for measurement.

At the completion of design development, the final schedule development session is held to identify and add the additional components and details, modify logic and durations, and provide the information needed to form the Comprehensive Project Schedule. Procurement and permitting activities are identified and added as well as key submittals, shop drawings approvals, and material delivery lead times. The schedule is sorted by phase and illustrated in a bar chart format with the ability to produce time scaled, logic networks

as needed. We also produce plan and elevation graphics to illustrate the various designated areas of the project and the phasing of the work.

This Comprehensive Project Schedule becomes the base line of measurement for the project. It is continually updated to show actual progress against planned progress. The frequency of these updates is ongoing. This process continues throughout the project until the last activity has been completed at which time an As-Built schedule is prepared for post project analysis and inclusion with close-out documents.

We follow the philosophy that schedules should be generated and maintained as a central communication tool in order to meet the overall goal of timely project completion. This means project schedules should be valid in their approach to assignment of time durations and logic relationships; therefore, a team approach is used to ensure that information contained within the schedule is based on broad personal experience as well as current project conditions.

Since the schedule is to be used as a central communication tool, it is our philosophy that it should be created and presented with the right balance of clarity and detail so that it is useful and understandable to all parties involved within the project team.

Bidding, Evaluations and Negotiations

During the construction phase it is important to select the best qualified contractors for the work. We will accomplish this by working with the project architects to develop a proposal package that clearly states what BISD is looking for in this contractor; however, there are other opportunities to consider as well.

One strategy for raising contractor awareness is to host a luncheon meeting to publicize the upcoming projects in BISD and to encourage contractor participation. We will host this event on behalf of the BISD. It means a lot to the contracting community to get to meet the Superintendent of Schools and other managers and hear them talk about plans for BISD. The project architects will also have the opportunity to present the plans and proposal schedules and the contractor gets the chance to plan what they want to pursue. We have used this approach and had great results. None of this takes the place of advertising in accordance with the law, but it enhances the process. Our public engagement partner, Ware & Associates, will assist in this effort.

The new delivery methods allow for a BISD to use other factors besides low price to determine the best value. Time to complete might be a priority on one project and not so critical on another. We will keep these type of

considerations in mind while developing and establishing criteria, the proposal package and selecting the delivery method.

Prior to hiring the first contractors, we will work with the staff to develop a selection process. We see our role as a facilitator, but we will also make a recommendation for award of contract in conjunction with the project architect. During the selection process we will review the proposals, check references, determine the contractor's ability to perform, and evaluate alternates. If the BISD desires, we will prepare the action item for School Board approval.

We will work with the BISD Purchasing Department to place the required advertisements or if the BISD prefers, we will provide this service. We will also facilitate, participate and collaborate with BISD during the evaluation and negotiations of the different bond program partners.

Management / Coordination of Design Teams and Design Review

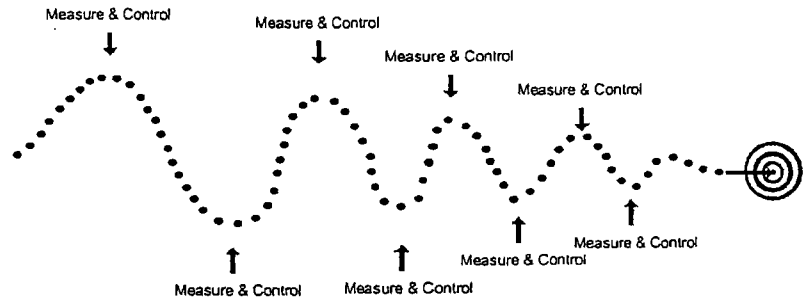
In addition to design review/constructability reviews by the Program Manager and Construction Management team, the team will also focus on functional and operational issues in reviewing design proposals presented for each project. In this work, client agency representatives would be included at each stage. We will begin by conducting a briefing session with each design team to introduce them to the key design requirements, answer questions, provide clarifications, and identify any unresolved issues for further assessment. The team would attend several review sessions during schematic design, with fewer during design development and contract documents stages.

Cost Verification / Estimating

Cost estimating is both a science and an art. And it is not a one time pursuit. It is ongoing from the pre-design phase right through the construction phase.

We have in-house estimators that will provide cost estimates at each step. The architect will also provide a cost estimate, and if a construction manager is involved, they will provide an estimate also. At each interval, when the team develops an estimate, we will review each other's numbers and come to an agreement of what our project team believes is the estimate that best reflects the project's actual cost. We had great success using this strategy in previous bond programs.

We will check this cost estimate during the drawing review process at 25, 50, 75 and 95 percent complete construction documents. At each phase, we will agree on the estimate and it will be within the budget for the project. We will also identify alternates in value of 10 percent to ensure that on bid day we are able to meet our budget and award a contract to begin construction.



At each phase, we will agree on the estimate and it will be within the project budget. If we are not within budget, we will work with the architect to provide options for bringing the project within budget.

Value Engineering as Required

As the name implies, value engineering is about getting the most value for the least cost. Most value engineering sessions include the PM or CM, the AE, specialty contractors and the end user. It is best when performed early in the process – before the design. Especially in a fast-track program, these decisions need to be made as early in the design as possible.

Coordinate / Track Agency Approvals

We will create a program-specific website for collaboration among the entire team called *IMPACTteam*. We developed *IMPACT*, our proprietary program management software, to offer construction management teams a single, central place to collect facts and make them available to the extended project team. *IMPACTteam* is the collection site for construction documents, and integrates seamlessly with *IMPACTprogram*. Together they enable a program management team to process, monitor and report the myriad details of your design and construction program. They can facilitate and record workflow and summarize information at any level of the program.

Our software serves as a central filing cabinet to track, document, and facilitate construction processes. Payments, RFIs, ASIs, Change Orders, and Submittals can all be created, monitored and processed within *IMPACTteam*. Team members can manage documents such as drawings, pictures and meeting minutes. This data is stored in the *IMPACTprogram* database, thereby reducing errors and time wasted reentering data. Automatic e-mail generation and action-item lists allow the project team to quickly identify and respond to scope issues. And it is web-based, so information will always be accessible, timely, and correct. The result is a streamlined workflow and a centralized source of project information.

Quality Assurance / Deficiency Resolution

Parsons is a strong advocate of employing a project-specific quality plan. We have an ongoing quality effort for all of our projects through a “lessons learned” method that captures and transfers information from project to project. IMPACTteam includes “lessons learned” database collected from our programs across the country. The application of these lessons helps us improve overall quality on each successive program.

We are serious about quality and our inspectors will provide our first line of defense for quality assurance. We will start inspections for compliance with specifications as soon as site work starts. We will employ a materials testing lab for steel and concrete testing, and verify that the CM is complying with safety and environmental inspections required under law. We will track the progress of as-built drawings by verifying status during the periodic pay application process.

We will pay special attention to specific controls such as welder licensing and certification during medical gas piping installation. Our thorough review of submittals and shop drawings will be aimed to minimize problems in the field by verifying materials and quantities. We will continuously ensure that the CM’s workmanship brings the art and science of the design intent to life during construction.

We believe project quality depends fundamentally on meeting the Owner’s definition of quality. The collaborative process described earlier will be used to set standards and goals. It is essential to develop project-specific quality goals as a team rather than imposing static definitions of quality on any one team member.

Controlling quality starts in the early phases of design. Before design starts the team will discuss and review systems and materials to establish the finished project standards.

We will perform several types of construction document reviews. Constructability reviews, cost/budget reviews, value engineering, scope reviews, dimension reviews, bid ability, and interdisciplinary coordination reviews. A major source of design errors and omissions is the point of interface between disciplines. The following construction document review system is specifically designed to address points of interface, enabling our review team to locate coordinate discrepancies between disciplines.

Quality is the measurement of conformance to requirements. It is our responsibility to help the client define those requirements. The more clearly the client’s requirements are defined, the more likely it is that they will be met. The final definition of quality results from a collaborative effort among team members, and from reconfirmation throughout the project.

Construction Management

Once construction starts we will have a weekly construction meeting with the CM, architect and PM present. We will see that minutes are taken and distributed via the program website. We will establish action items and completion dates, track issues to their resolution and preserve the minutes as a record of the project. At each weekly meeting we will review a look ahead schedule to verify the contractor's progress. If there is a delay, we will require a recovery schedule illustrating how the CM will get back on schedule.

During this phase, we will have a team visit the site to execute the contract strategy that best serves the District's interests. The team will keep the projects on time and within the budget by serving as the project focal point. We will receive contractor questions, document them and expedite the team's response to keep the project on track. For contractor proposed changes, Parsons will analyze the cost and time impact to the project and make recommendations to the District. We will provide all services necessary to produce the required deliverables and manage the project.

On Site Inspection / Documentation

The project architect and engineer will be primarily responsible for inspections/observations during the construction process. We will support this effort with our QC inspectors. Our project manager will track any issues that come up and make sure they are resolved. During the substantial completion inspection, our project manager will walk the facility with the contractor, architect and the District representative to make sure all needed corrections are listed on the final punch list.

Our project managers will visit the sites to ensure the work is proceeding properly and work with the project team to answer questions. Our Quality Control inspectors will also be visiting the sites on a regular basis and especially prior to any cover up work being started. We believe that one project manager can effectively handle more than one project at a time. So this means they won't be on site 100% of the time. They will always be available to the project team. We will coordinate with the project architect and QC inspector to ensure adequate on-site coverage.

We will utilize the IMPACT program software to manage documentation and progress. By utilizing this technology, we will be able to keep all members of the program team informed on the progress. We will also provide regular commissioning status reports. These reports will detail the progress of the commissioning process, major activities, and documented non-compliance items.

Payment Approvals / All Bond Funds

We will establish a procedure with the architect, contractor and the District for pay application review. Usually we review a preliminary application with the architect and contractor, make any adjustments, then the contractor submits the application to the architect who approves it and forwards it to us for final review and processing. Each pay application that we process will be entered into the IMPACT system, so we can always see where we are on payment status and percentage of completion. We will also work with the district's accounting department to establish an interface with the district's software so payment application data can be verified and transferred without them having to re-enter it.

We will establish a procedure with the architect, contractor and BISD for the review of applications for payment. Usually we review a preliminary "pencil copy" application with the architect and contractor and make any necessary adjustments. The contractor then submits the application to the architect who approves it and forwards it to the PM team for final review and processing. Each application for payment will be entered into IMPACT program so we always maintain the current accounting status on the program.

Construction and Contract Close Out

Our project managers will review the punch list and track and report progress in our weekly and monthly reports. We will schedule the user operation and maintenance training as required in the specifications and document that it took place, with the correct people present.

We will develop a project closeout checklist and review the close-out document packages for completeness prior to acceptance and transmittal to the District.

Move and Relocation Coordination

Moving the staff, furniture, equipment and materials must be properly planned for a smooth transition. We will lead this planning and execution. We believe your staff should ideally have at least two weeks prior to the opening of the facility. That date is always incorporated into our master and construction schedules. We will also be sure that all necessary close-out documents and final reports are submitted to the district.

Our program manager will work closely with the staff to coordinate the move-in process. The move will define the overall success of the project to many stakeholders.

Our project managers will work closely with building principals and other District staff to coordinate the move-in process. We will work with the building users in the early planning stages to make sure we minimize the

inconvenience to staff and students. We will continue this effort throughout the final move-in process.

We will help both staff and moving professionals coordinate the relocation through:

- Developing schedules, tasks, and responsibilities for move components
- Creating a champion for each coordinated move
- Working with involved staff on a communication plan for staff, physicians, and the community
- Integrating security, IT/IS, administrative departments and vendors to support equipment relocations

Overall Contract and Document Management

Once we have the program budget and schedule approved we will have a workshop to implement document management technology. We will work with the BISD staff that will be using the system to determine how to best set them up to meet their needs. We will use the format you provide for the monthly status report and will tailor our internal tracking and reporting screens to support your needs. We will make IMPACTprogram available to your staff as necessary and will provide user training. IMPACTprogram will provide a complete accounting picture of the program, organized in one location.

Parsons has developed project management software that is unique in the industry. It was designed to manage and report the information that is critical to our clients and to be easily customized to a client's particular needs. Our software suite provides a way to organize and manage data that would otherwise be scattered and hard to use. Because our project team won't waste time managing data, they will be able to focus their efforts on managing the program.

It's no longer practical to manage large programs without good information systems. Over the course of your bond program, tens of people will make thousands of decisions. The effects of their decisions will have far-reaching implications. With a fast moving multi-project bond program like yours, all that information can't be tracked in people's heads or with a paper-based filing cabinet approach. Instead, we manage programs using online communication, relational databases and intuitive user interfaces.

We approach software design by first assuming that "one size does *not* fit all." We have found that some projects require custom systems, while others can use off-the-shelf applications that are simply integrated for data sharing. Because we own the code, we can readily modify our software to the Client's

specific needs. Below is an example of what the overview “dashboard view” of IMPACT would look like for BISD.

IMPACT Software

In the past, program management tools often impeded the actual work. Too much time was spent managing the data instead of managing the program. With cost data being kept in accounting, schedule information controlled by managers and the scope of work in the hands of the A/Es, it was difficult to get everyone on the same page. IMPACT changes that. It records the agreements and the cost, schedule and scope information necessary to deliver a program, leaving managers free to concentrate on the critical issues. With IMPACT, our construction management team will have a single, central place to collect facts and make them available to the extended project team.

We believe IMPACT is unique in the industry. It’s the only software we know of designed with a multiple-project program in mind. It is also one of the few systems that focus on information of interest to owners.

Focusing the process

The concept behind IMPACT is to provide a simple way to organize the enormous assembly of agreements in various forms and in multiple tiers that exist in a design and construction program. IMPACT allows users to organize these contracts via the agreement tree—a logical hierarchy of grouped contracts. In the agreement tree in the sidebar, the contracts are organized by type into: program administration, horizontal procurement and individual campuses.

The Best Documentation

During the course of every program issues will develop involving schedules, cost information, scope of work or simply who did what and when. When there is a problem, good documentation supports a speedy resolution. The screenshot below shows the IMPACTteam site used to manage documents like RFIs, drawings, and meeting minutes. With extensive reporting abilities and excellent documentation and search capabilities, IMPACT provides the solution to documentation issues.

Post Occupancy Evaluation / Warranty Tracking

We will work together with district staff to develop a warranty request reporting process that ensures that items get corrected in a timely manner.

Our team strongly believes in the value of conducting Post-Occupancy Evaluations (POEs) of your facilities after they are completed and occupied. During project definition, programming and design there will be literally thousands of decisions made that will have an impact on a building’s ability

to fulfill the district's educational goals. POE will allow the entire team to learn what does and doesn't work, make recommendations for corrections, and, most important, incorporate these lessons learned into the decision making process for future buildings.

Community and School Relations

Keeping the community apprised of the bond program progress and status is key to the success of the program. To ensure the community has access to bond program information, in real-time, we will maintain a Bond Program website.

In working with the Owner Representative, Parsons will establish an electronic format for weekly updates on the projects. Issues requiring immediate attention for action or information, whether physical/technical/actual or political in nature, will be communicated by phone call or face-to-face.

We will keep the community advised of the progress of the work by holding meetings at open houses at the schools or another district facility regularly.

We also anticipate working with a design committee during the design of all facilities. The design committee may include the building principal or their designee, representatives from the Curriculum and Instruction department and any other person appointed by the district.

Additional Scope Items

FEMA Negotiations

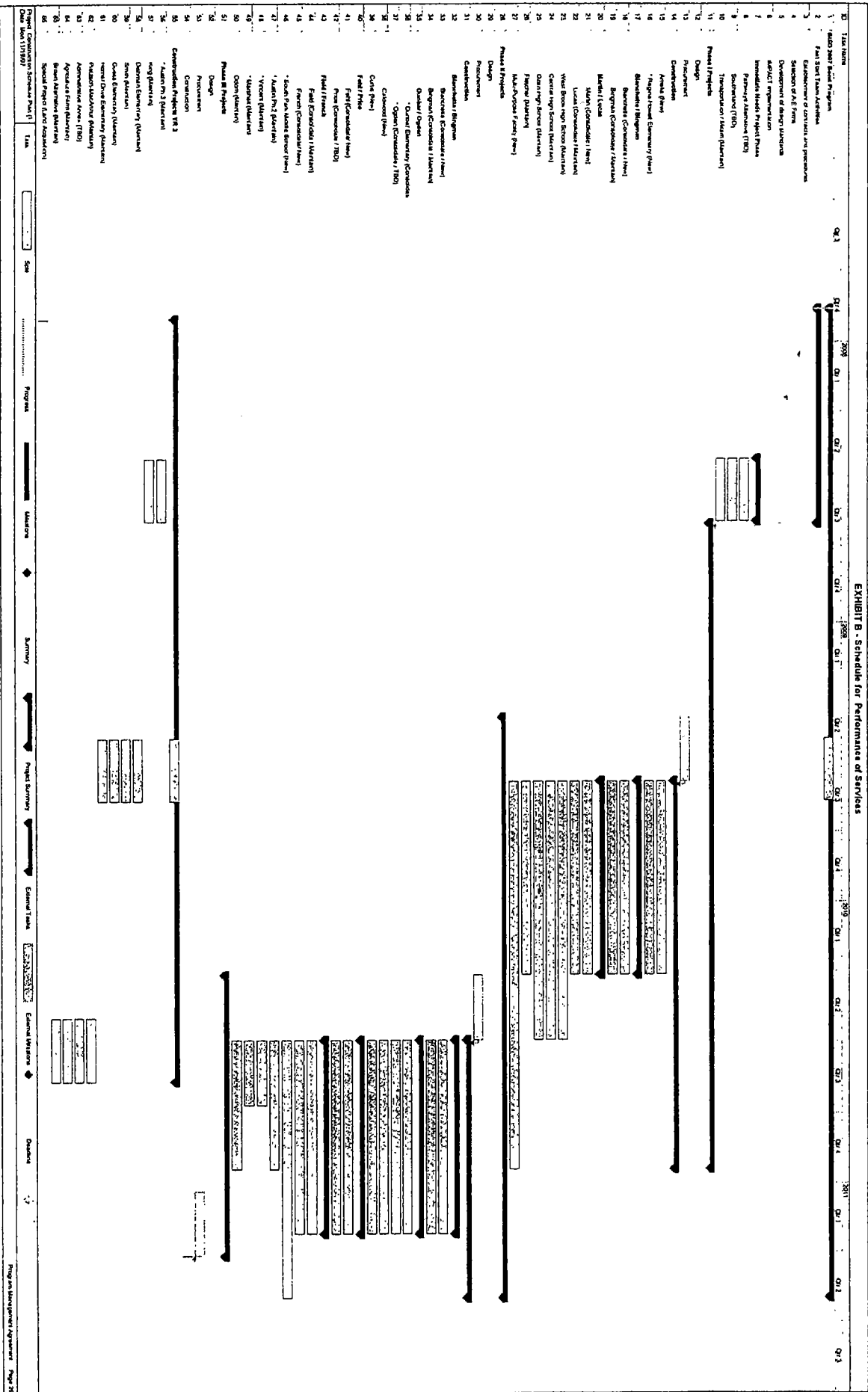
In addition to the bond funded projects, we are equipped to help BISD with any outstanding recovery projects or pending FEMA reimbursement negotiation issues from Hurricane Rita. Members of our support staff have extensive experience in recent disaster events in the region, including Tropical Storm Allison in Houston, Hurricane Katrina in New Orleans, and Hurricane Rita in Beaumont.

Schedule for Performance of Services

- Per the attached "Schedule of Performance of Services"

Exhibit B

EXHIBIT B - Schedule for Performance of Services



Fees and Payments

For the Services as described in Exhibit A, Parsons shall be compensated the amount of Nine Million Dollars (\$9,000,000.00) payable as follows:

Exhibit C

Per the attached "Fee and Payment Schedule".

EXHIBIT C -Fee and Payment Schedule

Program Name: BISS Capital Improvement Program						Program Manager: Bobby Menefee			
						Date Prepared: 16-Nov-07			
Contract Payment Terms: <u>Monthly</u>						For Services described in Exhibit A, Parsons invoices for compensation will be payable as shown in this Exhibit			
						Note: Month 1 includes labor and direct cost mobilization fee			
Month	CASH EXPENDITURES (\$000)					TOTAL Monthly Invoices (\$000)	NET CASH (\$000)		MONTHLY CASH FLOW OF NFP
	Parsons Salaries and Fringe	Sub Consultant or JV Partner	Equipment and Material	Other Direct Costs	Total		Monthly	Cumulative	
1	Dec-07				-	180,661	211,383	211,383	211,383
2	Jan-08				-	180,661	180,661	392,044	180,661
3	Feb-08				-	180,661	180,661	572,705	180,661
4	Mar-08				-	180,661	180,661	753,366	180,661
5	Apr-08				-	180,661	180,661	934,027	180,661
6	May-08				-	180,661	180,661	1,114,688	180,661
7	Jun-08				-	180,661	180,661	1,295,349	180,661
8	Jul-08				-	180,661	180,661	1,476,010	180,661
9	Aug-08				-	180,661	180,661	1,656,671	180,661
10	Sep-08				-	180,661	180,661	1,837,332	180,661
11	Oct-08				-	180,661	180,661	2,017,993	180,661
12	Nov-08				-	180,661	180,661	2,198,654	180,661
13	Dec-08				-	180,661	180,661	2,379,315	180,661
14	Jan-09				-	180,661	180,661	2,559,976	180,661
15	Feb-09				-	180,661	180,661	2,740,637	180,661
16	Mar-09				-	180,661	180,661	2,921,298	180,661
17	Apr-09				-	180,661	180,661	3,101,959	180,661
18	May-09				-	180,661	180,661	3,282,620	180,661
19	Jun-09				-	180,661	180,661	3,463,281	180,661
20	Jul-09				-	180,661	180,661	3,643,942	180,661
21	Aug-09				-	180,661	180,661	3,824,603	180,661
22	Sep-09				-	180,661	180,661	4,005,264	180,661
23	Oct-09				-	180,661	180,661	4,185,925	180,661
24	Nov-09				-	180,661	180,661	4,366,586	180,661
25	Dec-09				-	180,661	180,661	4,547,247	180,661
26	Jan-10				-	180,661	180,661	4,727,908	180,661
27	Feb-10				-	180,661	180,661	4,908,569	180,661
28	Mar-10				-	180,661	180,661	5,089,230	180,661
29	Apr-10				-	180,661	180,661	5,269,891	180,661
30	May-10				-	180,661	180,661	5,450,552	180,661
31	Jun-10				-	180,661	180,661	5,631,213	180,661
32	Jul-10				-	180,661	180,661	5,811,874	180,661
33	Aug-10				-	180,661	180,661	5,992,535	180,661
34	Sep-10				-	180,661	180,661	6,173,196	180,661
35	Oct-10				-	180,661	180,661	6,353,857	180,661
36	Nov-10				-	180,661	180,661	6,534,518	180,661
37	Dec-10				-	180,661	180,661	6,715,179	180,661
38	Jan-11				-	180,661	180,661	6,895,840	180,661
39	Feb-11				-	180,661	180,661	7,076,501	180,661
40	Mar-11				-	180,661	180,661	7,257,162	180,661
41	Apr-11				-	180,661	180,661	7,437,823	180,661
42	May-11				-	180,661	180,661	7,618,484	180,661
43	Jun-11				-	180,661	180,661	7,799,145	180,661
44	Jul-11				-	180,661	180,661	7,979,806	180,661
45	Aug-11				-	180,661	180,661	8,160,467	180,661
46	Sep-11				-	180,661	180,661	8,341,128	180,661
47	Oct-11				-	180,661	180,661	8,521,789	180,661
48	Nov-11				-	180,661	180,661	8,702,451	180,661
49	Dec-11				-	297,549	297,549	9,000,000	297,549
50	Jan-12				-	-	-	9,000,000	-
51	Feb-12				-	-	-	9,000,000	-
52	Mar-12				-	-	-	9,000,000	-
53	Apr-12				-	-	-	9,000,000	-
54	May-12				-	-	-	9,000,000	-
55	Jun-12				-	-	-	9,000,000	-
56	Jul-12				-	-	-	9,000,000	-
57	Aug-12				-	-	-	9,000,000	-
58	Sep-12				-	-	-	9,000,000	-
59	Oct-12				-	-	-	9,000,000	-
60	Nov-12				-	-	-	9,000,000	-
61	Dec-12				-	-	-	9,000,000	-
TOTAL						9,000,000	9,000,000	9,000,000	9,000,000

Reimbursable Expenses

Exhibit D

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Parsons and Parsons's employees and consultants in the interest of the Project, as identified in this Exhibit.

- A. Expenses in connection with authorized project related travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project. Travel expenses will require prior written authorization from Client.
- B. Expenses for reproductions, postage, expedited delivery and handling of drawings, specifications and other documents, supplies and equipment outside those necessary for the contracted services, with prior written notice.
- C. Office facilities, office furnishings, specialty software licenses, copy machines, printers, plotters and other office equipment (excluding computers) will be provided by the client and therefore not eligible for reimbursement under this agreement.

List of Projects

Exhibit E

Project Summary							Version 6
No	School	Remarks	Existing Facilities	Special Projects	Design & Contingency	Total	Type Totals
1	Central High School	Maintain	\$ 2,372,076	\$ 8,027,927	\$ 1,368,348	\$ 11,768,351	Total High Schools \$ 53,767,758
2	Ozen High School	Maintain	\$ 2,639,019	\$ 8,164,333	\$ 1,530,013	\$ 13,333,365	
3	West Brook High School	Maintain	\$ 3,178,073	\$ 22,139,000	\$ 3,348,970	\$ 28,666,042	
4	Austin	Maintain	\$ 558,400	\$ 2,141,200	\$ 350,748	\$ 3,050,348	Total Middle Schools \$ 42,814,948
5	Shelby	Maintain	\$ 529,058	\$ 2,447,317	\$ 386,340	\$ 3,362,715	
6	Marshall	Maintain	\$ 755,650	\$ 1,027,000	\$ 207,028	\$ 1,990,678	
7	Smith	Maintain	\$ 837,438	\$ 1,113,058	\$ 113,058	\$ 2,063,554	
8	South Park	New	\$ 500,000	\$ 23,134,000	\$ 3,145,380	\$ 26,779,380	
9	Vincent	Maintain	\$ 562,428	\$ 2,094,332	\$ 341,848	\$ 3,008,608	
10	Ogden	Maintain	\$ 2,161,826	\$ 1,281,999	\$ 1,438,838	\$ 4,882,663	Total Elementary Schools \$ 166,727,042
11	Amelia	New	\$ 500,000	\$ 15,896,250	\$ 2,032,738	\$ 18,428,988	
12	Bingman	Consolidate / Maintain	\$ 623,649	\$ 200,000	\$ 107,074	\$ 930,723	
13	Blanchette	Consolidate / New	\$ 500,000	\$ 12,645,250	\$ 1,625,168	\$ 14,770,418	
14	Caldwood	New	\$ 500,000	\$ 12,581,250	\$ 1,620,888	\$ 14,701,938	
15	Curtis	New	\$ 500,000	\$ 12,581,250	\$ 1,620,888	\$ 14,701,938	
16	Dishman	Maintain	\$ 13,192	\$ 1,222,500	\$ 154,790	\$ 1,390,482	
17	* Dunbar	Consolidate / New	\$ 500,000	\$ 15,956,250	\$ 2,036,938	\$ 18,493,188	
18	Fehl	Consolidate / New	\$ 500,000	\$ 15,896,250	\$ 2,032,738	\$ 18,428,988	
19	Field	Consolidate / Maintain	\$ -	\$ 200,000	\$ 26,000	\$ 226,000	
20	Fletcher	Maintain	\$ 1,830,324	\$ 2,970,000	\$ 607,842	\$ 5,408,166	
21	French	Consolidate / New	\$ 638,080	\$ 15,233,250	\$ 1,968,018	\$ 17,837,348	
22	Guess	Maintain	\$ 290,067	\$ 747,500	\$ 130,534	\$ 1,168,101	
23	Homer Drive	Maintain	\$ 193,860	\$ 1,485,000	\$ 218,252	\$ 1,897,112	
24	Lucas	Consolidate / Maintain	\$ 1,087,441	\$ 300,000	\$ 174,367	\$ 1,561,808	
25	Marin	Consolidate / New	\$ 500,000	\$ 15,383,250	\$ 1,969,828	\$ 17,853,078	
26	* Ogden	Consolidate / TBD	\$ -	\$ -	\$ -	\$ -	
27	Pietzsch-MacArthur	Maintain	\$ 176,798	\$ -	\$ 22,984	\$ 199,782	
28	Price	Consolidate / TBD	\$ -	\$ -	\$ -	\$ -	
29	* Regina Howell	New	\$ 500,000	\$ 15,896,250	\$ 2,032,738	\$ 18,428,988	
	New School	Dropped 8/23/07	\$ -	\$ 300,000	\$ -	\$ 300,000	
30	Administrative Annex	TBD	\$ -	\$ 75,000	\$ -	\$ 75,000	Total Other Facilities \$ 1,851,085
31	Administration Building	Maintain	\$ -	\$ -	\$ -	\$ -	
32	Agriculture Farm	Maintain	\$ 276,859	\$ 160,000	\$ 58,792	\$ 495,651	
33	Brown Alternative	Maintain	\$ 761,794	\$ 231,000	\$ 127,803	\$ 1,120,597	
34	Oaks Special Education	Maintain	\$ -	\$ -	\$ -	\$ -	
35	Pathways Alternative	TBD	\$ -	\$ 75,000	\$ -	\$ 75,000	
36	Planetarium	Maintain	\$ -	\$ -	\$ -	\$ -	
37	Southerland	TBD	\$ -	\$ 75,000	\$ -	\$ 75,000	
38	Taylor Career Center	Maintain	\$ -	\$ -	\$ -	\$ -	\$ 29,857,984
39	Transportation / Milam	Maintain	\$ 10,458	\$ -	\$ 1,360	\$ 11,818	
40	Multi-Purpose Facility	New	\$ -	\$ 26,899,085	\$ 2,958,899	\$ 29,857,984	
	Sub-total		\$ 23,794,487	\$ 238,466,438	\$ 32,757,872	\$ 295,018,797	\$ 295,018,797

Notes: This Summary is only "Project" totals; see "Program Summary" for all cost. Fletcher Project includes New Cafeteria construction w/o cost.

Legend:

- TBD To be Determined by District
- * Considering Alternate
- ☐ School Consolidation
- ↑ Move to another Location

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 47



**BEAUMONT
INDEPENDENT
SCHOOL DISTRICT**



**PROPOSAL
PROGRAM
MANAGEMENT
SERVICES
RFQ NUMBER 08.043**



October 9, 2007



A DIVISION OF LOCKWOOD, ANDREWS & NEWNAM, INC. • A LEO A DALY COMPANY

October 9, 2007

Ms. Patricia Attaway, Purchasing Agent
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

Re: Beaumont Independent School District
Proposal for Program Management Services RFP # 8.043

Dear Ms. Attaway and Members of the Selection Committee:

Thank you for giving **LANWalton** the opportunity to submit this proposal in response to your Program Management Services RFQ. Our team understands the unique needs of program management for K-12 school districts, and uses its experiences and skills to deliver facilities that meet the school district's needs and expectations. Most importantly, LANWalton fully appreciates the importance of your bond program to Beaumont ISD and we pledge to do everything possible to deliver all projects within your program on time and within budget.

LANWalton brings more than 27 years of experience as educational facility program managers and owner representatives to Beaumont ISD. We have worked with educational institutions throughout the state including K-12 districts, community colleges, and universities as well as other public and private clients. We have assembled a very qualified team for your assignment lead by the following individuals:

Lamar Urbanovsky, AIA formerly with TAMUS-FP&C and former Chancellor and Director of Planning & Construction for the Texas State University System who has directed the planning, design, construction and management of over \$1Billion of educational facilities over the past 37 years.

Ned Walton, PHD, PE, former Professor and Undergraduate Dean, College of Engineering at Texas A&M University has directed program management services for educational facilities for the past 27 years for LANWalton and its predecessor Walton & Associates Consulting Engineers.

Paul Hawryluk, PE, has served as project manager, program manager and has directed program management teams for the past 15 years for LANWalton and its predecessor Walton & Associates Consulting Engineers.

The LANWalton Program Management Team has the combined resources of more than 1,200 professionals to join with Marshall Engineering, HRE Consultants and CMTS Inc., all certified as HUB firms. We are fully committed to promoting HUB opportunities and participation.

Thank you in advance for reviewing our submittal. As Program Managers we will deliver projects on-time that are planned to a budget, designed to a budget and constructed to a budget. We look forward to working with Beaumont ISD on this most important endeavor. Please do not hesitate to call us if you have questions or require additional information (979).776.1000.

Sincerely,

Lamar Urbanovsky
Director of Educational Program Management

Paul Hawryluk
Director, LANWalton

cc: Dr. Carrol A. Thomas, Superintendent
Ms. Jane Kingsley, Chief Financial Officer

LETTER

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Firm Description

FIRM DESCRIPTION

LANWalton, based in Bryan, Texas, was founded in 1980 as Walton and Associates Consulting Engineering, Inc., (WACE). In 2004, WACE joined with Lockwood, Andrews & Newnam, Inc. (LAN) to provide expanded capabilities and resources for program management services within the education market. In early 2005, the new relationship developed into LANWalton, a division of LAN focused on program management services for educational institutions.

LAN is a nationally recognized, full-service engineering firm headquartered in Houston with offices established in Bryan/College Station, Austin, San Marcos, San Antonio, Waco, Dallas, and Fort Worth, Texas as well as Phoenix, Arizona and Miami, Florida. Since its inception in 1935, LAN has provided program management to public clients at the municipal, state, and federal levels and to numerous private clients. LAN is a LEO A DALY company—one of the largest planning, architecture, engineering, and interior design firms in the U.S.

LANWalton has provided educational program management services for more than 25 years, including the K–12 educational market. As an extension of your staff and with a background in all phases and disciplines of facility design, construction, commissioning, and program management, LANWalton will excel in providing Program Management Services to Beaumont Independent School District.

LANWalton has the professional and technical personnel and resources to fully complete any assignment entrusted by the District for Program Management Services. We are fully committed to Beaumont ISD to successfully complete any assignment on time and within budget.

ADDITIONAL TEAM MEMBERS

The LANWalton team will include Healthy Resource Enterprises, Inc. (HRE), Marshall Engineering Corporation (Marshall) and CMTS Inc. (CMTS). LANWalton will serve as the lead firm and manage the project out of its Bryan office. Brief descriptions of each consultant's background and professional qualifications are listed below.

Healthy Resource Enterprises, Inc. (HRE) - is a certified federal 8(a) small disadvantaged business and a minority-owned firm specializing in delivering comprehensive emergency, engineering, construction, and environmental services. HRE, founded in 1997, is successfully working on more than \$250 million in projects, mainly in the southeast region, through the firm's emergency, environmental, construction/ construction management and engineering service business sectors. HRE's Governmental and Commercial repeat clients form the core of our business.

HRE's corporate office is based in Houston, Texas, with seven satellite offices across the United States and on-site project staff located across 50 states. Founded in Houston, HRE is approaching 10 years of experience in:

- Engineering (MEP)
- Construction Management Services
- Program Management
- Environmental Consulting and Assessment Services
- Emergency Response and Delivery

**PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT**

Marshall Engineering Corporation (Marshall) was formed in March 1996 and is capable of providing a full range of Architecture/Engineering services in-house and with a team of professional consultants. These services include, but are not limited to, Contract and Project Management, Architecture, MEP Engineering, Civil, Structural, Environmental, Fire Protection/Life Safety Specialist, Geotechnical, and Landscape Architecture. Marshall has a professional staff with more than 65 years of combined experience in A/E services. Marshall has successfully completed projects designed for government facilities, educational facilities, universities, office buildings, churches, and other developments. In addition, Marshall has successfully completed industrial projects for oil and gas gathering systems and mechanical systems for chemical processing facilities.

Marshall Engineering Corporation has the capacity to perform work on numerous diversified projects. In the past Marshall has carried the load of 11 Houston schools while working on other projects concurrently. The Firm has an excellent history of client relations and has an even better history of repeat and satisfied customers.

CMTS, Inc. (CMTS) - is a multi-faceted organization specializing in project management, construction management, project controls, cost estimating, scheduling, construction inspections, and construction document review. Our highest priority is to complete projects within schedule, budget, and to the quality specified. CMTS has performed professional services on behalf of a variety of private sectors and municipal and state agencies, participating in a number of significant and high-profile projects that include 4.5 billion in educational facilities

CMTS, established in 1984, has offices nationwide with branches located in Colorado, California, Oregon, Texas, Florida, Washington and Washington DC. They are prepared to service the needs of our clients from project conception through project completion and occupancy.

CMTS engages experienced project professionals and technical personnel. We take pride in our ability to staff projects with individuals whose personal and professional strengths are well suited to the unique projects in which they participate. The major changes/trends in the last five years have contributed to CMTS' growth from a company that was primarily a small sub-consultant to one that now performs services as a prime consultant in many sectors of industry.

Project Team

ORGANIZATION STRUCTURE AND LOCATIONS

LANWALTON

Principal Place of Business:

LANWalton (a division of LAN)

1722 Broadmoor, Suite 100

Bryan, Texas 77802

Phone: 979.776.1000, Fax: 979.776.1004

Type of Ownership:

Corporation

Corporate Office:

Lockwood, Andrews & Newnam, Inc.

2925 Briarpark Drive, Suite 400

Houston, Texas 77042

Phone: 713.266.6900, Fax: 713.266.2089

LANWalton Staff:

15 Total Employees (Bryan/College Station)

10 Professional Staff Members

5 Support Staff Members

300+ LAN Employees Available

Tony Boyd, PE, Senior Vice President

Paul Hawryluk, PE, Managing Director

Ned Walton, PhD, PE, Director

Lamar Urbanovsky, AIA, Director of Education

Program Management

J John Gladden, Program Manager

John "J.P." Grom, AIA, Program Manager

Lawrence Hester, Program Manager

Charlene Heath, PE, Project Manager

Justin Reeves, PE, Project Manager

Kyle LeBlanc, Graduate Engineer

Joanna Epting, Document Controls

John Olexey, Administrative Assistant

Brett Hanrahan, Engineering Intern

Jarod Barbar, Engineering Intern

Brian Katt, Engineering Intern

Total Gross Revenue (approximate over last five years): \$8,500,000 Bryan Location

Gross Revenues Allocated to Program Management Services: \$7,500,000 Bryan Location

Gross Revenues Allocated PM Services (K-12 Education Clients): \$7,500,000 Bryan Location

**PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT**

HEALTHY RESOURCES ENTERPRISE, INC.

Principal Place of Business:

HRE Inc.

530 North Sam Houston Parkway East, STE 300
Houston, Texas 77060
Phone: 713.673.8440 Fax: 713.673.8412

Type of Ownership:

Corporation

HRE Inc. Staff:

28 Total Employees

13 Professional Staff Members

10 Support Staff Members

Total Gross Revenue (approximate over last five years): \$ 26,600,000.00

Gross Revenues Allocated to Program Management Services: \$ 0.00

Gross Revenues Allocated PM Services (K-12 Education Clients): \$ 12,650,000.00

MARSHALL ENGINEERING CORPORATION

Principal Place of Business:

Marshall Engineering Corporation

19830 Medicine Bow
Humble, Texas 77346
Phone: 281.852.4131, Fax: 281.852.4631

Type of Ownership:

Corporation

Marshall Engineering Corporation Staff:

10 Total Employees

6 Professional Staff Members

4 Support Staff Members

Rayford Marshall, PE, Principal
C. Tony Marshall, PE, Project Manager
Willus D. Marshall, Mechanical/Piping Engineer
Sachin Patil, Mechanical Engineer
Richard Brevard, Electrical Engineer
Amanda Guillory, CAD Designer
Burnice Marshall, Office Administrator/
Accounting
Mindy Fuller, Customer Relations
LaTonya White, Secretary

Total Gross Revenue (approximate over last five years): \$4,000,000

Gross Revenues Allocated to Program Management Services: \$400,000

Gross Revenues Allocated PM Services (K-12 Education Clients): \$200,000

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

CMTS INC.

Principal Place of Business:

CMTS Inc.

8500 N. Stemmons, Suite 6040

Dallas, TX 75247

Phone: 214.637.6200 Fax: 214.637.6208

Type of Ownership:

Corporation

CMTS Inc. Staff:

13 Total Employees

5 Professional Staff Members

8 Support Staff Members

Administrative – 1

Civil Engineer – 1

Construction Inspection – 4

Construction Manager – 3

Mechanical Engineer – 1

Project Manager – 2

Commissioning - 1

Total Gross Revenue (approximate over last five years): \$ 3,582,000 Dallas Office

Gross Revenues Allocated to Program Management Services: \$ 32,000,000 Company Wide

Gross Revenues Allocated PM Services (K-12 Clients): \$ 24,000,000 Company Wide

PROJECT TEAM

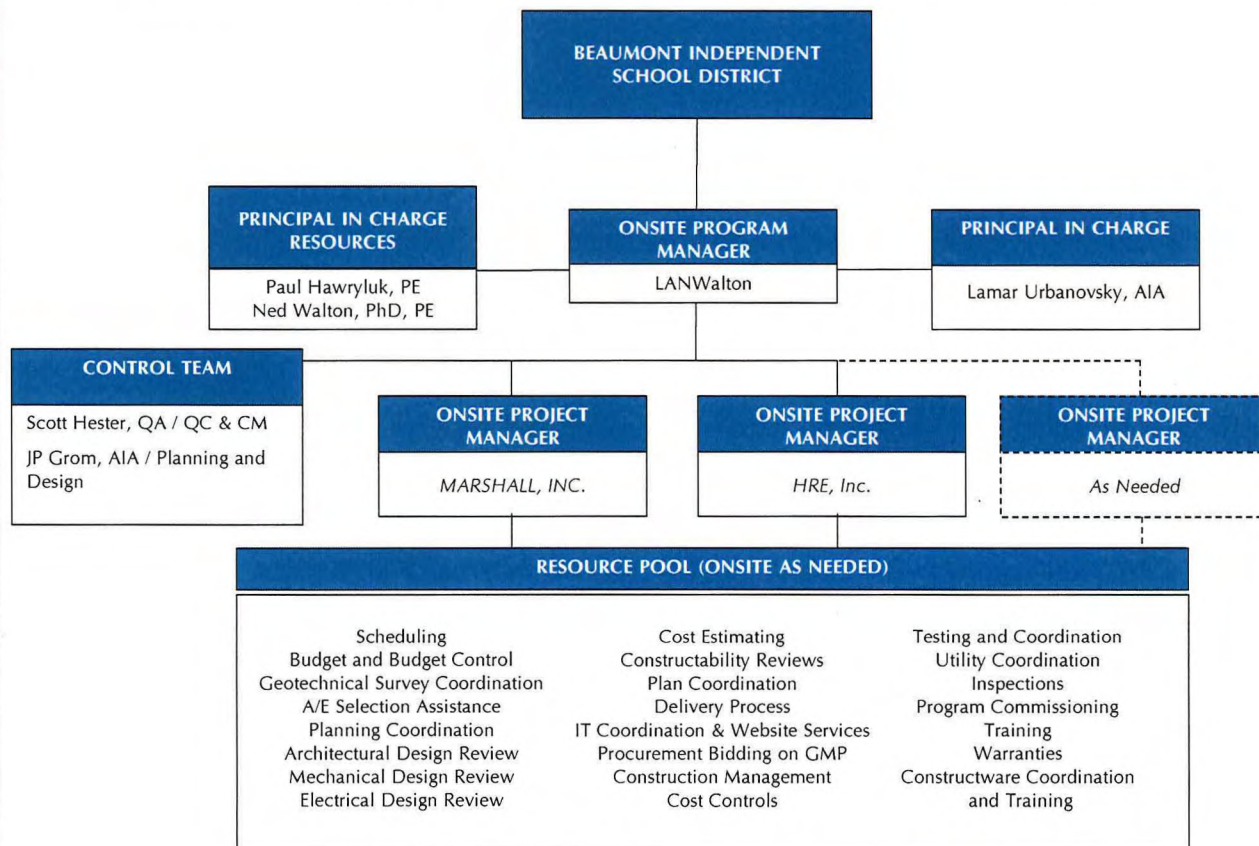
LANWalton has assembled a team of educational facility program management experts to guarantee a successful program for Beaumont ISD. Architects, engineers, and construction managers with long tenures in their respective fields will work with the District to achieve specific project needs. LANWalton offers professionals with strong backgrounds in program management, design, scheduling, and education services. Each team member is prepared to fully commit his/her resourcefulness, know-how, and talent to the success of your project.

TEAM ORGANIZATION

The following potential organization chart and key individual resumes illustrate the direct line of authority for this project, as well as each team member's experience, technical capabilities, and qualifications. Key Individuals from each firm are identified in resume section of this SOQ and can be available to fill the spot identified on the organizational chart. The entire LANWalton organization has the **capability** to foster a team building relationship while maintaining **strong institutional control** and **focused program management**. To get to the final product—successful, timely, and cost-effective ownership by the client—LANWalton will commit its highest level corporate and technical resources. Our structure provides a simple, effective way to manage projects as directed by you, the Owner, and assures that we keep to **“planning to a budget, designing to a budget, and constructing to a budget.”** LANWalton will assign full-time, on-site professionals to your program based on program scope.



BEAUMONT INDEPENDENT SCHOOL DISTRICT



PROFESSIONAL RESUMES

PAUL G. HAWRYLUK, PE PRINCIPAL-IN-CHARGE

Mr. Hawryluk will serve as the **Principal-in-Charge assuring QA/QC, leadership, resources, and environment necessary for success**. Mr. Hawryluk has been with the firm for **more than 13 years** and has worked in the areas of educational project and construction management as well as engineering design. Mr. Hawryluk has managed long-range master planning, facility assessments, site assessments, project controls, POR development, planning, design, construction, warranty, closeout, and commissioning efforts. He has served as project manager on several educational and athletic facilities with emphasis on the planning and design phases of a project. He has also managed and/or commissioned more than \$100 million of educational facilities, planning, and construction. Mr. Hawryluk also has implemented geographic information system (GIS) technology throughout the project management process.

EDUCATION

Bachelor of Science, Engineering—Texas A&M University, 2001
Bachelor of Science, Molecular and Cell Biology—Texas A&M University, 1993

REGISTRATION

Professional Engineer No. 97496, Texas

AFFILIATIONS

National Society of Professional Engineers (NSPE)
Texas Society of Professional Engineers (TSPE)
Council of Educational Facility Planners International (CEFPI)
Texas Association of School Administrators (TASA)
Texas Association of School Business Officials (TASBO)
Texas Association of School Boards (TASB)

PRINCIPAL PLACE OF RESIDENCE

Mr. Hawryluk resides in College Station, Texas. His participation on-site will be as needed to provide leadership and resource commitment to the program.

K-12 EDUCATIONAL EXPERIENCE

- Construction Program Management—Rockdale ISD, Texas
- Bond Construction Program Management—Edna ISD, Texas
- Bond Construction Program Management—El Campo ISD, Texas
- Bond Construction Program Management—Brenham ISD, Texas
- Bond Construction Program Management—Bay City, Texas
- Bond Construction Program Management—Goose Creek Consolidated ISD, Baytown, Texas

ADDITIONAL K-12 EXPERIENCE

- Bond Construction Program Management—Wimberley ISD, Texas
- Bond Construction Program Management—Victoria ISD, Texas
- Bond Construction Program Management—Burton ISD, Texas

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

NED E. WALTON, PHD, PE
PRINCIPAL-IN-CHARGE

Dr. Walton will serve as **Risk Manager** and **provide hands-on advice and guidance for all Beaumont ISD projects**. Dr. Walton **founded LANWalton more than 25 years ago** and now serves as Director of the division. He has first-hand experience in delivering quality educational facilities. Dr. Walton has designed and managed projects involving medical research, educational, governmental, and Texas Department of Transportation Facilities. Dr. Walton takes an active role in ensuring the total quality for all projects with which he is associated. He has a 40-year engineering background including professorship and deanship at Texas A&M University where he directed the undergraduate engineering programs and served as a facility coordinator for the College of Engineering. As director of LANWalton and its predecessor Walton & Associates, Dr. Walton provides services to K–12 schools, universities, community colleges, governmental entities, contractors, architects, developers, owners, and other clients. He has managed and/or commissioned several hundred million dollars of educational facilities planning, design, and construction.

EDUCATION

Doctor of Philosophy, Civil Engineering—Texas A&M University, 1972
Master of Science, Civil Engineering—Texas A&M University, 1966
Bachelor of Science, Civil Engineering—Texas A&M University, 1964

REGISTRATION

Professional Engineer No. 28650, Texas

PRINCIPAL PLACE OF RESIDENCE

Dr. Walton currently resides in Bryan, Texas. He is 100% dedicated to the District and willing to relocate to Beaumont, if required by LANWalton.

K–12 EDUCATIONAL EXPERIENCE

- Construction Program Management—Rockdale ISD, Texas
- Bond Construction Program Management—Edna ISD, Texas
- Bond Construction Program Management—El Campo ISD, Texas
- Bond Construction Program Management—El Campo ISD, Texas
- Bond Construction Program Management—Brenham ISD, Texas
- Bond Construction Program Management—Bay City ISD, Texas
- Bond Construction Program Management—Goose Creek Consolidated ISD, Baytown, Texas

ADDITIONAL K–12 EXPERIENCE

- Bond Construction Program Management—Wimberley ISD, Texas
- Bond Construction Program Management—Burton ISD, Texas
- Bond Construction Program Management—College Station ISD, Texas
- Bond Construction Program Management—Bryan ISD, Texas
- Program Management—Victoria ISD, Texas

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

LAMAR G. URBANOVSKY, AIA

DIRECTOR, EDUCATIONAL PROGRAM MANAGEMENT

Mr. Urbanovsky will serve as **Director of Educational Program Management** and will **provide public K-12 educational expertise in the planning effort**. Mr. Urbanovsky **joined the firm in 2006** with an extensive history in educational project and construction management. His background has supplemented the LANWalton project team with educational facility financial planning, educational facility planning, program management, and commissioning.

EDUCATION

Master of Architecture, Construction Management Option—Texas A&M University, 1972
Bachelor of Science, Construction Option—Texas A&M University, 1969

REGISTRATION

Professional Architect No. 7124, Texas
Professional Interior Designer No. 2731, Texas

AFFILIATIONS

Chairman of Council of Presidents and Chancellors, 2001 – 2003
Treasurer of Council of Presidents and Chancellors, 1989 – 1991
Chairman Formula Advisory Committee, Texas Higher Education Coordinating Board
Member of National Association of System Heads, 1990 – 2005
Audit Committee Southern Association of Colleges and Schools

PRINCIPAL PLACE OF RESIDENCE

Mr. Urbanovsky currently resides in Bryan, Texas. He is 100% dedicated to the District and willing to relocate to Beaumont, if required by LANWalton.

K-12 EDUCATIONAL EXPERIENCE

Construction Program Management—Rockdale ISD, Texas: Mr. Urbanovsky served as Educational Director and assisted in reviewing functional space/educational relationships, transition plans, and any other program/facility relationship. He also assisted in the QA/QC process.

Bond Construction Program Management—Edna ISD, Texas: Mr. Urbanovsky served as Educational Director. He reviewed functional space/educational relationships, transition plans, and any other program/facility relationship as well as assisted in the QA/QC process.

Bond Construction Program Management—El Campo ISD, Texas: Mr. Urbanovsky served as Educational Director where he facilitated functional space/educational relationships, transition plans, and any other program/facility relationship. Additional responsibilities included assisting with the QA/QC process.

ADDITIONAL K-12 EXPERIENCE

- **Program Management—Snook ISD, Texas**
- **Facility Assessment and Master Plan—Taylor ISD, Texas**

**PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT**

LAWRENCE "SCOTT" HESTER
PROJECT MANAGER – QA/QC

EDUCATION

Bachelor of Science, Agricultural System Management – Texas A&M University, 1991

AFFILIATIONS

Texas Association of School Administrators (TASA)
Texas Association of School Business Officials (TASBO)
Texas Association of School Boards (TASB)

BACKGROUND AND EXPERIENCE

Mr. Hester has 30 years of experience in mechanical and electrical design as well as construction management. Mr. Hester has worked for LANWalton/WACE since 1984 with the exception of seven years of which five years he worked for the City of College Station as a planner and two years for PBS&J as project manager responsible for management of the Construction, Engineering, and Inspection (CE&I) services. Mr. Hester has served as project manager on several educational and athletic facilities with emphasis on the construction and integration phases of a project. Mr. Hester has managed and or commissioned projects totaling one hundred million dollars regarding educational facilities, planning and construction.

- Bond Construction Program Management—El Campo ISD, Texas
- Bond Construction Program Management—Edna ISD, Texas
- Bond Construction Program Management—Bay City, Texas
- Bond Construction Program Management—Goose Creek Consolidated ISD, Baytown, Texas
- Construction Program Management—Rockdale ISD, Texas
- Project Management—Facility Assessment, Wimberley ISD, Wimberley, Texas
- Project Management—Toll Collection Operations buildings, Texas Department of Transportation (TxDOT) and Texas Turnpike Authority (TTA), Austin, Texas
- Project Management—Facility Assessment, Brenham ISD, Brenham, Texas
- Project Management—Facility Assessment, City of Brenham, Brenham, Texas
- Project Management—Flatonia 1st National Bank, Flatonia, Texas
- Project Management—Copperfield Elementary School, Bryan ISD, Bryan, Texas
- Project Management—Mary Branch Elementary School, Bryan ISD, Bryan, Texas
- Project Management—Texas A&M University Poultry Science Center, TAMU, College Station, Texas
- Project Management—Texas Burger Restaurants, various sites, state wide (private owner)
- Project Management—USDA Research Center, College Station and Temple, Texas
- Project Management—Public Works Facility, College Station, Texas
- Project Management—Facility Assessment, Bryan ISD, Bryan, Texas
- Project Management—Facility Assessment, A&M Consolidated ISD, College Station, Texas
- Traffic Studies—City of College Station, College Station, Texas
- 29th Street Widening Project—City of Bryan, Bryan, Texas
- Sebesta Road Rehabilitation— City of College Station, College Station, Texas

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
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J.P. GROM, AIA

PROJECT MANAGER – PLANNING & DESIGN

EDUCATION

Master, Architecture—Texas A&M University, 2000

Bachelor of Science, Urban and Regional Studies—University of Wisconsin-Green Bay, 1997

REGISTRATION

Registered Architect, No. 18490, Texas

AFFILIATIONS

American Institute of Architects (AIA)

Council of Educational Facility Planners International (CEFPI)

BACKGROUND AND EXPERIENCE

Mr. Grom has more than nine years of experience delivering high quality solutions to a broad cross section of client types. Mr. Grom's record of successful projects and satisfied clients are the result of his organizational skills and strong attention to detail. He has experience in facility assessments, master planning, design, construction administration, and warranty periods. Mr. Grom possesses a balance of technical competency and project management skills—a unique combination that allows him to deliver Owners high-quality products with long-term value. Mr. Grom prides himself on the positive mark his work makes in the built environment and is honored to call many of his clients friends—a testament to his relationship-building approach to projects.

- **Bond Construction Program Management—Rockdale ISD, Texas**
- **Facility Assessment and Master Planning—Rockdale ISD, Texas**
- **Physical Plant Project Management—Texas A&M University, Texas**
- **Dining Facility—Sam Houston State University, Texas**
- **System Headquarters Building—Texas A&M University System, Texas**
- **Outdoor Aquatic Facility and Bathhouse—City of Huntsville, Texas**
- **National Retail Renovation—FedEx/Kinko's, Texas**
- **Project Management and Design—Brinker International, Dallas, Texas**
- **Facility Assessment and Master Planning—Belton, Texas**



Stanley T. Taylor, P.E.
Vice President

EDUCATION

Bachelor of Science, Mechanical Engineering, Clemson University, 1977

ACCREDITATION/AFFILIATIONS

- Registered Professional Engineer, State of Texas, P.E. No. 64490, Issued 1986
- National Society of Professional Engineers
- Texas Society of Professional Engineers
- OSHA Safety Training
- LNG Certification, Railroad Commission of Texas
- CNG Certification, Railroad Commission of Texas

APPOINTMENTS/COMMITTEES

- Natural Gas Vehicle Coalition Technical Committee
- Natural Gas Vehicle Coalition LNG Council Railroad
- Commission of Texas, LNG Advisory Board SAE
- Technical Committee LNG Composition
- SAE Technical Committee LNG Metering
- SAE Technical Committee LNG Fueling Connector

BACKGROUND AND EXPERIENCE

Mr. Taylor possesses a broad background in the management of start up businesses, MEP design consultation and construction management of projects. He has a proven ability to master plan, develop concepts, envision the final product, and motivate others to implement plans and obtain results. Mr. Taylor effectively communicates and involves all parties in order to avoid problems and to build a strong relationship with customers by providing exemplary service. He has been instrumental in the development of two businesses in a totally new market where a successful precedent did not exist and has expanded the Construction Management Texas Division while at CMTS Inc. Mr. Taylor has a well rounded background in that he has worked in the construction industry, design industry and has constructed facilities as the owner representative.

- **CMTS Inc.** Vice President (2005-Present)
Senior Project Manager (2004-2005)
- **Blue Fuels Group L.P. (BFG)** General Manager (2000-2003)
- **Lone Star Energy Company/TXU Alternative Fuels Division** Mgr. of Engineering & Construction (1991-2000)
- **Carter & Burgess, Inc. (1983-1991)** Project Manager
Engineer I & II
Construction Observer
- **Grunau Company. Inc. /Gulf States Constructor's (1979-1982)** Project Engineer
Mechanical Engineer, Field Engineer
- **J.A. Jones Construction Company (1977-1978)** Mechanical Coordinator (JHP Construction Co., Isfahan, Iran)
Field Engineer: (Energy Division, Corporate Headquarters)

**PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT**



Eric Boutte
CEO / President

Mr. Boutte has over 10 years of experience in project management, ranging from government services to private services and managed projects with staff ranging from 50 personnel all the way up to 300 personnel in various projects all over southeast United States. He has coordinated efforts across multiple projects sites ensuring compliance with public health and environmental standards, and implementing emergency remediation services where deemed necessary. Mr. Boutte led the Hurricane Quality Assurance Team dealing with roofing repairs and debris removal inspection services, coordinated the training and had 125 inspectors ready for deployment within 24 hours. Mr. Boutte managed and ran this project 12 hours a day, 7 days a weeks for more than six months. This project was recognized by the Corps for meeting Stafford Act requirements. Mr. Boutte is also affiliated and trained with the following:

- National Environmental Health Association
- Risk Assessment and Policy Association
- National Air Duct Cleaners Association
- National Advisory Committee for EPA IAQ Guidance, Member
- American Public Health Association
- Indoor Air Quality Association, Charter Member
- 40-Hour and 8-hour OSHA Hazardous Waste Site Training per 29 CFR 1910.120 Qualifications

BACKGROUND AND EXPERIENCE

**Project Manager, Chemical Manufacturing Plant Decommissioning
Baton Rouge, LA**

- Brownfield's project manager: decommissioning former chemical manufacturing plant for subsequent use as office space.
- Project included dismantlement and closure of four large aboveground storage tank farms; demolition of numerous onsite structures; and segregation, characterization, and waste management of demolition debris and excavated materials.
- Provided Facility Decommissioning Plan prior to the commencement of site activities. Incorporated the process concurrent with site demolition/renovation to obtain a release of liability for historical impact through the use of a Buyer/Seller agreement.

Program Manager, Major Oil Corporation Statewide Portfolio

- Program manager for major oil corporation statewide portfolio (80+ project site locations) of retail service station and bulk fuel storage terminal projects located throughout the State of Pennsylvania.
- Comprised site projects in all phases of regulatory compliance, including 10 remediation sites which incorporated the use of high vacuum extraction (HVAC), soil vapor extraction (SVE), groundwater pump and treat, and liquid phase hydrocarbon (LPH) recovery systems to address subsurface hydrocarbon plumes.
- Approximately 60 project site locations undergoing quarterly groundwater monitoring for subsequent attainment of a closure standard; preparation of site specific risk assessments using fate and transport analysis and statistical analysis of current and historical soil/groundwater data to petition for site closure; completion of subsurface hydro geologic investigations and environmental assessments of all real estate acquisition and divestment properties.
- Preparation of comprehensive submission packages for releases and remediation activities subject to reimbursement.

**Project Manager, Petroleum Release Remediation Project
Hattiesburg, MS**

- Project Manager for petroleum hydrocarbon release at retail service station located in Hattiesburg, MS.
- Release occurred adjacent to subsurface subway tunnel and infiltrated through concrete wall and base of subway tunnel, creating a potentially explosive atmosphere.
- Emergency remediation activities were implemented that included the installation of two

**PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT**

separate systems – (1) a soil vapor extraction system to address subsurface soil conditions and extract explosive vapors from the subway atmosphere; and (2) a dual phase extraction system to simultaneously extract and treat groundwater/product and vapor from the site subsurface. Daily monitoring (both onsite and via remote data logger) of subway tunnel atmosphere conditions was conducted.

- The site received 100% funding eligibility and reimbursement under the USTIF program.

**Principal, Hurricane Rita Quality Assurance Team
Beaumont, TX (and 17 additional SE Texas counties)**

Head up 300-person team to provide Quality Assurance services for roofing repairs and debris removal inspection services for counties impacted by Hurricane Rita. Within 40 hours of contract award, we had 50 people on ground on a Saturday.

- Recognized by Corps for meeting Stafford Act requirements
- Managed project that ran 12-hour days, 7 days a weeks for more than six months

EDUCATION

Master of Public Health,
Environmental Health
Tulane University, New Orleans, LA 1997

Bachelor of Arts, Political Science
Lamar University, Beaumont, TX 1994

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
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Rayford R. Marshall, PE
On-Site Project Manager

Marshall Engineering Corporation

Mr. Marshall will serve as **On-Site Project Manager** working closely with the construction and delivery team to assure good communication and management of common functional tasks. He will be **responsible for coordinating and approving consulting, design review, scheduling, cost controls, project controls, planning, and delivery process**. Mr. Marshall **founded Marshall Engineering Corporation in March 1996** and has more than 30 years experience as project professional, design engineer, project manager, and controls specialist. He has participated in and led various project teams in engineering, procurement, and construction of various private sector, commercial sector, and industrial projects. Focus on financial responsibility has ranged up to \$150 million dollars of project resources.

EDUCATION

Master of Mechanical Engineering—University of Houston, 1982
Bachelor of Science, Mechanical Engineering—Texas A&M University, 1974

REGISTRATION

Professional Engineer No. 55059, Texas

AFFILIATIONS

National Society of Professional Engineers (NSPE)
Texas Society of Professional Engineers (TSPE)
Association for Architects and Engineering (AAE)
American Society of Mechanical Engineers (ASME)

PRINCIPAL PLACE OF RESIDENCE

Mr. Marshall currently resides in Humble, Texas. He is 100% dedicated to the District and willing to relocate to Beaumont, if required by LANWalton.

K–12 EDUCATIONAL EXPERIENCE

Mechanical, Electrical, and Plumbing (MEP) Engineering and Design Services—Wesley Elementary School, Houston ISD, Texas: Marshall Engineering completed MEP engineering and design services for the renovation of an 82,000-square foot elementary school. Mr. Marshall served as Principal-in-Charge.

MEP Engineering and Design Services—Walnut Bend Elementary School, Houston ISD, Texas: Marshall Engineering completed MEP engineering and design services for the new 80,000-square foot elementary school. Mr. Marshall served as Principal-in-Charge, and the firm's responsibilities included project management, engineering coordination, and LEED certification for all design and construction phases.

MEP Engineering and Design Services—Tijerina Elementary School, Houston ISD, Texas: Marshall Engineering completed MEP engineering and design for a two-story classroom building (24,000 SF) and new library (3,500 SF). Mr. Marshall served as Principal-in-Charge.

ADDITIONAL K–12 EXPERIENCE

- **MEP Engineering and Design—Sterling High School, Houston ISD, Texas**
- **MEP demolition and Redesign—Child Development Center, Houston Community College, Houston, Texas**

Program Manager Scope of Work

PROGRAM MANAGER SCOPE OF WORK

The LANWalton Team will successfully serve the District's needs in Program Management. For more than 25 years, LANWalton has worked with owner districts, constituents, architects/engineers, contractors, and other stakeholders to deliver projects that are on time and on budget. We hold ourselves fully accountable for providing Beaumont ISD what is expected. In fact, it is our motto to **"plan to a budget, design to a budget, construct to a budget, and give the owner what is paid for and deserved."** We believe program management success depends on providing added value, simply managing a project is not good enough—LANWalton strives to provide services that save money and time while maintaining a high standard of quality. You will see the value that the LANWalton Team brings to the District through each phase of your project.

LANWalton will provide a project delivery team to meet your goals and objectives. Our first priority is to build a working team to provide successful results for the District and also to learn and build upon individual strengths. We believe our leadership and our resources will provide a great opportunity for the District staff and our staff to share and learn from each other to deliver superior products for the constituents of Beaumont ISD. LANWalton believes in a simple management model, Constructware, which uses a widely available central repository for data that can be accessed by all parties anytime. We look at the project phases from all angles, especially in the planning and design phases and identify items such as safety/security, ADA/TAS requirements, and mechanical system program of requirements that will benefit the District in operating cost, warranty, and building life.

Above all, our approach begins with listening to you and anticipating your needs. Throughout your program, LANWalton will provide a high level of verbal and written communications to keep everyone informed on design and construction schedules, costs, requested changes, and other areas of vital importance to the District's interest. Status reports, open issues lists, and memorandums will be transmitted on a regular basis through e-mail and phone calls. This along with other project records will also be available on-line through the Constructware repository. LANWalton will be in direct communication with the Beaumont ISD's designated staff, and meetings will be scheduled on a regular basis to review open issues and provide status reports. Additionally, Beaumont ISD representatives will be invited to participate in all meetings they deem appropriate.

Total client satisfaction is our goal in all services that we provide. We achieve this goal by close coordination and communication with the client and all team members. LANWalton's program managers will report directly to Beaumont ISD's designated representative on the assigned improvement projects. Our managers acknowledge and accept responsibility for assuring that the right tasks are accomplished at the right time. They will report on progress, milestones, percentage completion, and problems or issues. Whenever Beaumont ISD requests a face-to-face meeting, our managers will comply. They know that regular, timely communication keeps everyone involved, informed, and activity coordinated.

LANWalton prefers that the owner be included in all meetings. We recognize, however, that we serve as an extension of the owner staff and as such, must relieve the owner of many activities. We will work with you to determine inclusion in meetings and other activities.

DEVELOPMENT OF SCOPE OF WORK AND BUDGETS

LANWalton will coordinate and develop scopes of work and budgets. We will work with the owner in this regard. LANWalton's motto of "plan to a budget, design to a budget, construct to a budget and give the owner what is paid for and deserved" is supplemented by two additional principles—"do the right thing for the right reason" and "protect our most precious assets—children and the treasury." When we combine these principles and have buy-in from the architects/engineers, contractors, and owner/constituents, there is a win-win situation for all parties with very high probability of program success.

We believe these principles can be combined for specifying scope of work and budgets through the development and/or refinement of program of requirements (POR) for all planned projects. A project POR serves as the bridge between planning and design and as the bridge between owner, program manager, and architect/engineer. As a bridge, the POR functions to control scope of work, budget, schedule, quantity and quality of space, and general design and construction requirements. In addition, it focuses project management on well-defined requirements. LANWalton will lead the POR process for Beaumont ISD and develop in concert with the District all preliminary PORs that have not been developed. Those that have been developed will be refined then proven and accepted by the selected architect/engineers as their required project requirements. This means acceptance of scope of work, budgets, and time lines specified in the POR.

The POR should reflect the District's needs as defined by demographics, facility surveys, educational structure, and financial impacts.

As program manager, we recommend that a POR be included as an attachment to A/E contracts and contain as a minimum the following:

- Budget and budget change guidelines
- Time lines and schedule change guidelines
- Client and user requests
- Basic development guidelines
- Basic design guidelines
- Project scope including site plan and master plan impacts
- Total space program in square feet including all classrooms, administration, and support
- Applicable regulatory and design guidelines
- All educational and programmatic requirements
- A/E scope of work and re-design requirements to meet budget
- Site development/master plan requirements
- Building usages
- Preferred materials and physical features
- MEP system requirements
- Special system requirements such as security, safety, and technology
- Furniture, fixtures and equipment requirements
- Special functions such as food services
- All core components requirements

LANWalton will develop a master budget for each project. We understand that budget management and budgeting are continuous tasks that will require hands-on organization and management through all phases of your project. For project budget estimating, LANWalton uses historical gross square footage dollars to identify a raw cost number. Once program of

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requirements have been drafted, we can implement the true scope that allows us to refine the raw dollar value. LANWalton's QA/QC team and cost estimating leader scrutinize this refined value using estimated takeoffs by division and historical local databases. Later as the project design progresses, LANWalton works to assure accuracy of A/E cost estimates that are within budget constraints. This is discussed under the Cost Verification/Estimating Section.

DEVELOPMENT OF CONTRACTS AND RFPs

LANWalton will have primary responsibility for developing and issuing RFPs for all program needs and for developing and negotiating all resulting contracts. The owner and architect/engineer will be included as necessary or desired. This will include RFPs for:

- Architect/Engineering services (if not already done)
- Professional services such as surveying, geo-technical studies, and testing
- Construction Manager at Risk services (if used as a delivery method)
- Special insurance services or coverage provided by owner
- Other program related proposed needs

The RFPs will be developed with minimum input required by Beaumont ISD. The District will be requested to make desired inputs as they see fit. The RFPs will include typical features such as:

- Notice to Proposers/Vendors
- Advertisement Notice
- Owner Contacts
- Due Dates
- Schedule of Events
- Selection Criteria
- Submittal Instructions
- Anti-Lobbying and Other Legal Provisions
- Insurance Requirements and Certificates
- Waiver of Subrogation
- Hold Harmless Agreement
- Services/Project Overview
- Scope of Work
- Submission Requirements

Standard AIA, CEC, and District standard contracts will be used as requested by the District. Appropriate contract protocol between owner-architect, owner-contractor, etc. will be followed. Special contracts for individual contracting or program-wide contracting can be developed if needed or requested by the owner.

RESOURCES LOADED SCHEDULING AND ESTIMATING

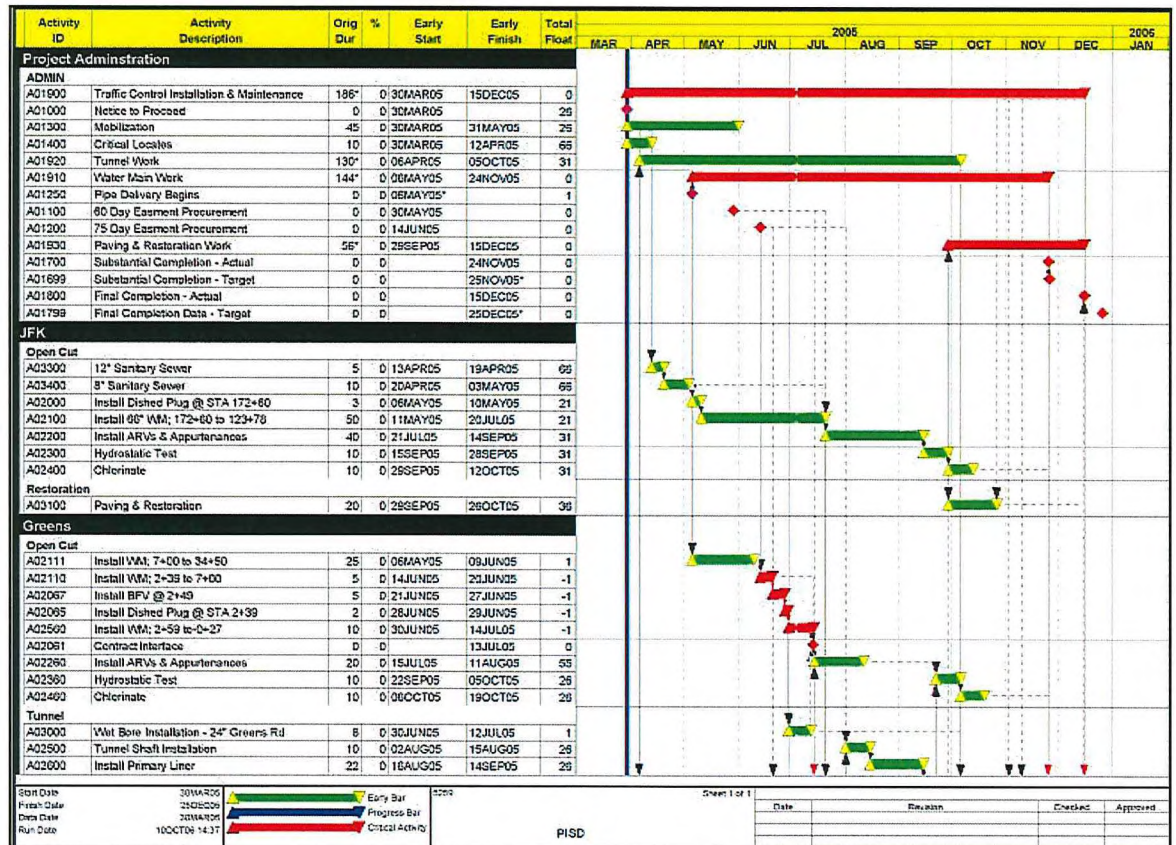
As the program manager, LANWalton proactively manages the schedule and works to maintain the planned project completion date in spite of changes that occur. We use management techniques such as man-hour comparisons to evaluate submitted work items versus actual work completed and units completed to verify actual schedule status. We also monitor the critical path schedule to know which items of work are essential for on-time completion. As the Program Manager, we know that difficult decisions will make or break the project schedule. LANWalton insists on constant team communications allowing managers to make decisions in a

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timely fashion while keeping the owner/owner representative involved in the decision making process. LANWalton will adapt to Beaumont ISD scheduling software standards. We are proficient in Primavera, Microsoft Project, and other scheduling packages. All industry standard software and special procedures, forms, schedules, minutes, agenda, reports, and deliverables will integrate with Constructware, our web-based centralized data repository and management system.

All activities throughout the program will be scheduled using the critical path method. Understanding the complexity of the program and individual tasks and projects within the program, a master schedule will be provided similar to that shown below, and project/task specific schedules will be provided as needed throughout the program.

Example 01: Master Project Schedule



BIDDING, EVALUATIONS, AND NEGOTIATIONS

Bidding, evaluations, and negotiations will depend to a great extent on the delivery process used for the specific project. In general, LANWalton will provide the leadership and coordination of all bidding, evaluations, and negotiations. In competitive bidding/proposals, the A/E typically will be responsible for standard document preparation in contract documents for bidding and proposing. The construction manager at risk, when used, will be responsible for some of these activities when the CMAR delivery method is used. Evaluations and negotiations will be a team effort and involve the owner.

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The program manager will take the lead in recommendations for timing of bids and proposal. Timing to take advantage of seasonable differences, contractor work loads, material availabilities, and such greatly influence costs and time lines, and advantage must be taken for optimum budget and time success. Evaluation of bids and proposals is a team effort that will be led by LANWalton. The A/E will participate and the owner will participate to the extent desired. In CMAR delivery projects, the contractor may also participate at given stages.

LANWalton will lead negotiations with contractors with assistance from the A/E. The CMAR, when used, will be involved in negotiations with subs as required.

MANAGEMENT / COORDINATION OF DESIGN TEAMS AND DESIGN REVIEW

LANWalton will provide management and coordinate the work of design teams and reviewers. Design teams consisting of the A/E and other retained professionals will have total responsibility for the design of all facilities in the program. LANWalton will not assume their responsibilities. However, LANWalton will handle design coordination and reviews. This is a very delicate task and one that LANWalton has mastered well. The coordination and reviews are people-oriented and require very specific expertise for all project disciplines. The LANWalton program/project managers will coordinate the selected A/E design teams and provide the technical staff for discipline reviews. This will include:

- Educational functionality
- Planning and programming verification
- Budget verification
- Code studies, reviews, and verifications
- Sites and due process on sites
- Geotechnical investigations and foundation, streets, and parking recommendation
- Coordination with TxDOT, City, County, and other governing agencies
- Plot plans, grading, and underground utilities
- Utilities
- General civil design
- Structural design
- MEP design
- Architectural design
- Materials
- Building envelop, flashings, roofing, glazing, hardware, and other CSI divisions
- Finishes
- Interiors
- ADA/TAS compliance
- Regulatory compliance
- Specifications by CSI division

It is desirable that design reviews be "commissioned" even as significant construction items are custom made. This requires that all involved disciplines and parties know the status and accuracy of designs and "sign-off" at all appropriate phases. This assures omissions and errors are minimized at the design stage. Our Program Management Manual and our Program Commissioning Manual contain hundreds of checklists that will be utilized by the LANWalton Team and shared with the designers. This level of commissioning can be included as basic services in Program Management.

COST VERIFICATION / ESTIMATING

LANWalton will coordinate and lead the cost verification/estimating effort. LANWalton operates by the motto **“plan to a budget, design to a budget, and construct to a budget.”** During our program efforts, LANWalton will further break down the initial project budgets for design, design fees, construction, testing, furniture, fixtures and equipment, contingencies, management, program management fees, municipal fees, and other costs. This step will identify specifically the funds available for each aspect of a particular project. This breakdown will be analyzed using our experience with similar facilities along with published standards for education facilities. Any anomalies will be addressed with the District staff for any budget adjustments.

Using the confirmed budgets, each project will have a detailed construction budget assigned to the A/E to adjust preliminary programming and set the baseline for the programming of each individual project in the program. The programming step will work forward with more detailed estimates to confirm the “planning to a budget.”

Once programs are set, the design phase begins, and estimates will be prepared by the A/E at concept design, schematic design, design development, and construction document steps. With each successive step through the process, estimates are developed by the A/E and reviewed by the PM to confirm budget compliance. If at any step, the cost appears to be trending low or high, scope and/or value engineering adjustment recommendations are made to the District to keep the project and program within budget. We do not want value engineering to be a last-gasp negotiation. Value engineering is done at each design phase.

Depending on the delivery methods selected by the District for each project, LANWalton’s cost estimating function takes on different roles from verification of estimates provided by others to developing detailed project estimates. Estimates developed by LANWalton will use accurate and complete quantities commensurate with the design phase. Major CSI division take-offs are prepared by team members and checked by the QA/QC leader. The Program Manager verifies that all comments from the QA/QC reviewer are addressed. As we move along in the process, LANWalton may use Costworks or similar software that ties into the R. S. Means database to develop the base line construction dollar value. In-house estimating programs that have been developed using historical and current dollar values refine the construction dollar estimate. We use this detailed cost estimate, which includes all CSI divisions, materials, labor, subcontractors, equipment, miscellaneous work, overhead and profit, for cost at the schematic design stage. As the project progresses through design/development and various stages of construction documents, we will update and refine the cost estimate to ensure we have an accurate construction cost and are able to maintain the budget. When needed, we will ask contractor consultants to provide cost estimating services to the team.

During the construction procurement process, contractor pricing may result in some projects running over budget. Depending on the delivery methods, different administrative actions can be implemented with the apparent successful proposer or successful contractor to adjust the initial contract pricing. Our estimates will again review cost reduction proposals to allow final negotiation to “construct to a budget.”

As construction progresses, any requests for changes by the owner, A/E, or contractor will have estimates prior to any consideration. Project contingencies in the budget will be the line of protection for the overall budget. Ongoing program estimates will routinely examine the overall budget to the planned budget.

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VALUE ENGINEERING AS REQUIRED

LANWalton will coordinate and lead the value engineering effort. It will require cooperation and design considerations by the A/E. In addition, the owner must have buy-in. In order to provide you with cost effective service, value engineering is necessary throughout the program. It begins at the programming and concepts phase. It continues through every design phase to get full value on the components identified. Good design management by LANWalton will significantly minimize or eliminate the need to value engineer after bids and proposals are received. As stated previously, LANWalton does not want value engineering to be a last gasp effort after bidding to achieve budget. This most always results in cheapening, not valuing a project. However we will always try to identify at all times any items that can be value engineered to save the District money without compromising on quality. Value engineering will also involve the contractor during construction. A good contractor is likely to see good value engineering opportunities as construction progresses.

In order to ensure accurate and up to date value engineering information is continuously available to all involved parties, a standard log format will be created and stored in Constructware for access and review by all parties. This will ensure that as changes are recommended, accepted, and incorporated in projects, all involved are made aware of the progress and those submitting and receiving comments are tracked with date and time stamp for accountability. This will eliminate the frequent complaint made by various parties that they are unaware of a feature being "VE'd." The table below is an example of a value engineering log used in program management by LANWalton.

Example 02: Value Engineering Log

SEKAPOL CONSTRUCTION, INC.				
Proposed Value Engineering List				
Project:		BISD High School Cafeteria		Date: 11/18/2005
High School Cafeteria Value Engineering Tabulation				
Item #	Description	Price	Accepted Add/Deduct	Notes / Clarifications
1	Provide 4 x 4 columns and 4x6 beams for aluminum canopies in lieu of 6 x 6 as specified.	\$ (2,506)	\$ -	Rejected by Owner
2	Reduce Signage Allowance to include only interior room signage.	(7,400)	(7,400)	
3	Delete (10) sidewalk drains around building exterior. Downspouts to empty on sidewalk at these locations.	(3,500)	(3,500)	
4	MNMM #1 - Move location of condensing units closer to Mechanical Room.	-	-	Not possible
5	MNMM #2 - Delete outside air fan SF - 1 for AHU - 1. Provide balancing dampers as required . Retain motorized air damper in the OA duct.	(1,520)	(1,520)	
6	MNMM #3 - Delete outside air fans SF -2 and SF -3 and associated variable speed drives. Change sequence of operation for AHU - 2 and AHU - 3 to include a modulating motorized damper.	(3,760)	(3,760)	
7	MNMM #4 - Relocating the disconnects and circuits to serve the condensing units in MNMM #1 will increase electrical cost.	-	-	
8	MNMM #5 - Delete electrical circuit, contactor and fire alarm connections to the outside air fan SF -1.	(240)	-	
9	MNMM #6 - Delete the electrical circuits to the outside air fans SF -2 and SF -3.	(650)	(650)	
10	MNMM #7 - Delete the Public Address (PA) system to include the in wall amplifier, microphone outlets and wiring the speakers and associated accessories.	(1,520)	-	Pending further review
13	MNMM #8 - Provide Simplex products for the Fire Alarm System.	525	525	
14	MNMM #9 - Provide grease trap as manufactured by Wallis Concrete Products.	(426)	-	Architect reject
15	MNMM #10 - Change specified flush valves to Sloan Regal for all urinals and water closets.	(765)	-	Engineer reject
16	MNMM #11 - Provide Chicago Faucet 802-V317CP in lieu of specified for all LV fixtures.	(1,678)	(1,678)	
17	MNMM #12 - Provide floor mounted water closets in lieu of wall hung water closets similar to American Standard Cadet for standard installation and 17 1/2" for ADA installations.	(3,510)	-	
20	MNMM #13 - Delete the electrical wiring and connections to the UVC lights for the AHU's.	(1,250)	-	
22	Delete insulation for cold water lines.	(2,372)	(2,372)	
23	Delete special coating requirement at condensing units.	(1,237)	-	
TOTAL ACCEPTED VE ITEMS:			\$ (25,355)	
Base Proposal Price			\$ 1,281,285	
Proposed VE Credit			\$ (25,355)	
ADJUSTED CONTRACT SUM			\$1,255,930	

COORDINATE AND TRACK AGENCY APPROVALS

LANWalton will coordinate and track all agency requests and approvals. The A/E will be responsible for the submittal and tracking of the typical required requests and approvals of regulatory agencies such as TDLR regarding design issues. Tracking of all requests and approval documents as well as submittals and other project records will be done through Constructware web based management software.

QUALITY ASSURANCE / DEFICIENCY RESOLUTION

LANWalton will provide quality assurance/quality control for all projects in the program. LANWalton believes that QA/QC and risk assessment are necessary parts of any process, but especially important during a construction program process. Our organizational chart shows QA/QC and risk assessment as very integral to program management provided to our clients. Although most owners and professionals treat QA/QC as a single activity within a process, it is composed of two distinct parts:

- 1.) QA refers to the process used to create project deliverables and may be performed by owner, program manager or an independent reviewer. Quality assurance includes process checklists. In the event of project audits by the owner or an independent auditor, the process used to ensure quality assurance should be apparent and specific project deliverables should be apparently acceptable. If the process is good, an auditor, lacking in specific deliverable knowledge, can perform an audit, because he recognizes a good process.
- 2.) QC refers to quality-related activities associated with the preparation of project deliverables. It is used by the professionals and owner to verify that all deliverables are complete and accurate and of acceptable quality as measured by owner standards and controls and other industry standards. It is absolutely necessary that design professionals use QC guidelines, even down to the format of CAD drawings, notes, and line weights. Quality control will benefit from peer review and an exhaustive listing of quality features that are to be controlled. This listing and checks for conformance is facilitated by Constructware, a web based data management and monitoring system.

To manage the QA/QC on your program, we must understand the District's expectations and develop our QA/QC plan to meet those expectations. To the maximum extent possible, the owner and program manager should agree on the quality parameters to be controlled and assured at every deliverable stage. This includes Beaumont ISD's standards and controls for planning and programming; conceptual designs; schematic designs; 10%, 50%, 90%, and 100% (or owner specified) contract documents; and all construction activities by division, commissioning, owner training, and warranties. Risk assessment is integral to superior QA/QC and exposure to liability. With 25 years of risk assessment/risk management practical and technical experience, our leader in this area will not only deliver good QA/QC but also work to reduce, transfer, and manage risk for the District's projects.

LANWalton also will coordinate and manage deficiency resolutions. LANWalton's QA/QC services include a step-by-step process with checks and balances to catch deficiencies and flaws before they are implemented. Most of this detection is accomplished at the design phase using design commissioning techniques developed over 27 years by LANWalton. We will work very hard through our reviews to help the A/E prepare and submit plans and specifications without deficiencies and flaws. Deficiencies and flaws that reach the implementation stage will be resolved under LANWalton coordination and leadership. We will use a process for this

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approved by the owner and that both the A/E and contractor know beforehand and understand. Typically, the owner pays for value received when a deficiency is corrected. Deficiency correction is the responsibility of the A/E when it results from design and the responsibility of the contractor when it results from contractor performance. When a design simply will not work, the deficiency correction is the responsibility of the A/E (This should be spelled out in the POR and attached to the A/E and contractor contracts or made a part of the contract in some other way.).

CONSTRUCTION MANAGEMENT

Once construction begins, LANWalton will be on the job site to monitor and analyze the construction effort assuring project cost and scheduling goals are achieved. We use "pre-construction planning" as the first step leading up to the start of construction. This planning effort is an absolute key factor in ensuring that the project construction runs smoothly from start to finish. Continuing a team approach with the A/E and contractor, LANWalton will address and plan each project's unique set of requirements and develop the most effective sequencing and coordination of the work for the project using "work breakdown structure" planning among other project management techniques. Additionally, it is important to get "buy-in" from all parties on the project's schedule as this will assist us greatly in monitoring and compliance issues. It will be LANWalton's responsibility to foster a team atmosphere, allowing each party to do their job without unnecessary interference but using each others ideas and support. It is in the best interest of all parties to "do the job right" the first time creating efficiency in goals.

Using our Constructware software repository and management system allows all parties instant access for information and immediate responses. This assures that all parties receive, review, and respond to all needs and that all is recorded and date/time stamped. This also allows the District to have access to the same information, assuring them that projects are on course. We will utilize the Constructware scheduling module allowing us to manage and update schedules as necessary and facilitate contractor recovery plans for slipped schedules. We want the owner to receive the facility when promised and in budget.

We will use Constructware to electronically create, store, and track RFIs, transmittals, change orders, purchase orders, pay applications, correspondence, and contact information from a single, centralized database. Constructware can accept scanned hardcopies that also can be stored in a central database. Correspondence is streamlined since it can be saved once and sent to multiple parties. Duplicate and erroneous information is eliminated since all project information is stored in one place—significantly improving workflow. File management solves the pains of project management and collaboration in the design-phase, as well as construction administration.

Online document collaboration sessions allow all parties to input and review comments on the design document submittals. All activity is tracked electronically and time/date stamped. Parties can monitor the document utilization toolset which allows permanent, centralized records of who accessed files and actions taken; maintain old versions and mark ups to monitor progress; set up auto notifications so parties are notified when actions are taken; and view or download current and previous file versions. Project team members can easily view outstanding design submittal items and ball-in-court status.

Another tool LANWalton will use is to require each designer to maintain a log of written comments from reviewers. Each comment will be documented by page/detail/specification

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paragraphs and will require a written disposition and verification that the comment was addressed.

Example 03: Comment Tracking Log

Item	Comment	Drawing No. / Detail Specification Paragraph	Designer Action / Comment	Accepted by ACCD	Verified by Program Manager

ON SITE OBSERVATION / DOCUMENTATION

LANWalton will coordinate on-site observation and document all construction activities. We will assure the owner that the A/E, testing labs and other retained consultants are on the job providing monitoring and observation services at all major events and other required intervals. Our on-site observation services will supplement those of the A/E, testing labs and other consultants – it will be our objective to be your eyes and ears without usurping the responsibilities of others. If desired by the District, we can provide full-time inspection services and very detailed commissioning services beyond those provided in our basic program management. Commissioning is a means of verifying that the planning, design, construction, and operational processes work as intended.

Our program management and commissioning guidelines at LANWalton provide multiple inspection and documentation forms, executed and signed by the appropriate individual and then placed in the Constructware repository for all to access and benefit from. This documentation is not only available to all parties, but is used in making reports to the District and its constituents.

PAYMENT APPROVALS / ALL BOND FUNDS

LANWalton will make payment approvals for all bond funds expenditures. We will review all project invoices, pay applications, and all other bond-related costs, and sign off with a recommendation to pay, pay an adjusted amount, or not pay. We will not usurp the A/E responsibility to review and ascertain accuracy of contractor pay applications. We will however provide supplementary reviews of contractor pay applications for assurance of accuracy. We will track all documents, input them into our system, and not allow any payments to be made without our review. This assures that payments do not fall through the crack or be paid twice. We will work with the District if desired to determine how and when invoices are paid. We can help you optimize pay schedules and even negotiate with vendors reduced costs for direct deposits, etc. We have saved Districts very substantial dollars through our process.

CONSTRUCTION AND CONTRACT CLOSEOUT

LANWalton will manage the verification that the planning, design, construction, and operational processes have been completed and achieve their goals. We will use our management and commissioning expertise to assure delivery of high-quality facilities with maximum asset value. Our process will help assure that all construction is complete, deficiencies corrected, and closeout documents compiled. We will task the A/E and contractor with assembling and delivering to the owner all closeout documents and as-built drawings in standard hard-copy format and electronic format. As a part of our basic program management services, we will also

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provide critical component commissioning coordination. We will strive to guide the A/E, Consultants, Contractors, Testing Labs, and Test and Balance agencies to conduct component performance testing and limited point-to-point testing. This will optimize functional integrity, energy efficiency, indoor air quality, and occupant comfort. These processes also set the stage for minimal operation and maintenance cost. Throughout this effort we will assure that all proper documents are prepared, executed and stored in the database.

LANWalton has experience in many project construction and contract closeouts. Our well documented Program Management and Program Commissioning Manuals will be used to develop specific closeout plans for each project. Each plan will provide details of responsibilities called out in the various professional and contractor contracts. It also will describe the duties of the A/E team and program manager in developing the site-specific requirements. We will closeout each of your projects by providing a reconciled budget, detailed operations manuals, warranties, and as-build drawings using Geographic Information Systems (GIS) technology.

MOVE AND RELOCATION COORDINATION

LANWalton will manage and coordinate your move and relocation needs. The LANWalton Team is mindful of the fact that Beaumont ISD projects are not projects, which upon completion the client simply moves furniture in and the building is occupied. Educational facilities projects can be very complex, sometimes requiring certain areas to be delivered early—renovations which have to be completed while the buildings are occupied, or facilities requiring very large or high-tech equipment be installed. Site selection and pre-design criteria will help define if alternative “swing space” is needed and how to procure the temporary space while the new facility is being constructed. We also will analyze if construction phasing and/or swing space are needed in order to complete the project. LANWalton’s approach is to develop a schedule and process, agreed upon by the entire team, which provides the end-using department the facility or facilities when needed. If required, early purchase of equipment and furnishing will be recommended and employed. The scope and need of each assignment will be carefully analyzed along with the end user department, the design team, and contractor to provide the facilities on time, within the budget, and ready for the using department as requested. To facilitate relocation processes, LANWalton uses a checklist as shown below.

Example 04: Move/Occupancy Checklist

		Page 1 of 6 Relocation Checklist
Pre Planning		Notes
Physical planning and mapping		
<input type="checkbox"/>	Specify all room elements of the relocation.	
<input type="checkbox"/>	Is the relocation temporary or permanent?	
<input type="checkbox"/>	Develop list of all relocated personnel.	
<input type="checkbox"/>	Develop list of all relocated FF&E.	
<input type="checkbox"/>	Develop list of impacted programs.	
Planning		Notes
Physical planning and mapping		
<input type="checkbox"/>	Request a detailed copy of the floor plan that includes proposed furniture orientation.	
<input type="checkbox"/>	Review final space plans, including electrical and furniture placement.	
<input type="checkbox"/>	Determine PC and printer locations in the new space.	
<input type="checkbox"/>	Determine jack locations (on the furniture plan) for voice and data.	
<input type="checkbox"/>	Check to see if the doorways, access hallways, ramps, and the elevator doors are wide enough to accommodate your moving equipment.	
Teams		
<input type="checkbox"/>	Establish move teams. For each team leader, establish a backup in case the original team leader is unavailable.	
<input type="checkbox"/>	Create an outline for each team member and vendor, as needed.	

OVERALL CONTRACT AND DOCUMENT MANAGEMENT

Managing a program the size of Beaumont ISD's capital plan not only requires a diligent and attentive team with a strong approach, but it also demands robust technology application. LANWalton generally utilizes Constructware, a centralized web-based data management system, and we will conform to other recommended management systems if requested by the District. Constructware electronically creates, stores, uploads, and tracks all documents needed to manage the program for the client. All parties from any available Ethernet connection can access Constructware. The software can accept scanned hard copies, file formats, industry standard software formats, communications, logs, minutes, agendas, and other management tools and deliveries allowing it to be extremely flexible to the Client's requirements. Correspondence is streamlined because it can be saved once and sent to multiple parties, and duplicate and erroneous information is eliminated because all project information is stored in one place. File management solves the pains of project management and collaboration in the design-phase as well as construction administration. Online document collaboration sessions allow all parties to input and review comments on the design document submittals—a very important predictor of schedule. All activity is tracked electronically and time/date stamped. Parties can monitor the document utilization toolset which allows permanent, centralized records of who accessed files

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and actions taken. It will also maintain old versions and mark-ups to monitor progress, set up auto notifications so parties are notified when actions are taken, and view or download current and previous file versions. Project team members can easily view outstanding design submittal items and ball-in-court status. Each comment will be documented by page/detail/specification paragraphs and will require a written disposition and verification that the comment was addressed. Constructware has many modules that help maintain and organize the project controls aspect of program management. Modules of this system include document management, cost control, budget, team directory/information, responsibility assignments, and data distribution. While sounding very complex, it is a rather simple procedure, available to all parties, and efficient in reducing paperwork while creating a valuable paper trail.

POST OCCUPANCY EVALUATION / WARRANTY TRACKING

LANWalton will provide the leadership to Beaumont ISD in post occupancy evaluation and warranty tracking. We will use two reporting forms for all users and operators: 1) to submit evaluations of new or renovated facilities and 2) to submit concerns and warranty issues. We will insist that all warranty issues be submitted to the program manager for handling. District staff except in emergencies and limited extreme conditions should not correct warranty deficiencies. The Owner, Program Manager, A/E and Contractor must be included in all warranty issues. The program manager in concert with the owner, A/E, and contractor will determine if a warranty issue is design, construction, manufacturer, or operator based and give directions accordingly. Most warranty issues will be easily resolved. In some instances, all parties must be "brought to the table" for resolution. This is the program manager's responsibility to facilitate and handle. All evaluations and warranty issues will be placed in Constructware and tracked. Appropriate closure will be assured.

COMMUNITY AND SCHOOL RELATIONS

The LANWalton team has experience informing all stakeholders of project progress and development. As Program Manager, LANWalton will make presentations to and answer questions from the community, state, and school board as requested by the District.

We recognize that the Internet is an expected form of communication; therefore, we have become skilled in creating online information pages that report construction timelines and project benefits to the public. As your program manager, LANWalton will work directly with Beaumont ISD staff to develop a bond program website that will keep your constituents informed of the construction process.

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

FEES

In accordance with the Professional Services Procurement Act, selection of engineers cannot be made on the basis of fees or cost to do the work. To reply to this request in the RFP, LANWalton would be violating Texas law. We also recognize the fee proposal form as a required document, and are also not able to submit that form in our response to this RFP on this basis. If selected as Program Manager for Beaumont ISD, LANWalton would be happy to negotiate fee at that time.

Reference:

Professional Services Procurement Act; Section 2254.004, Texas Code

In procuring architectural or engineering services, a government entity shall:

- 1) First, select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications, and
- 2) Then attempt to negotiate with that provider a contract at a fair and reasonable price.

References

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

PROJECT REFERENCES

LANWalton has a proven track record in managing this type of project and we propose to use this knowledge and experience to benefit Beaumont ISD. This section includes summaries of projects that illustrate LANWalton's experience with projects of similar or larger size.

PROGRAM MANAGEMENT—ROCKDALE INDEPENDENT SCHOOL DISTRICT

ROCKDALE, TEXAS

Project Completion Date:	Slated for Fall 2009
Program Cost:	\$30 Million
Final Project Size:	180,000 square feet new space plus renovations

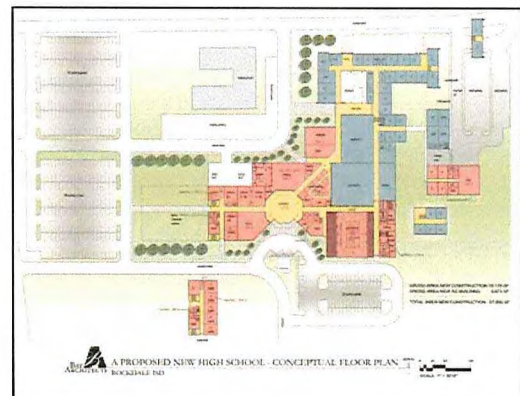
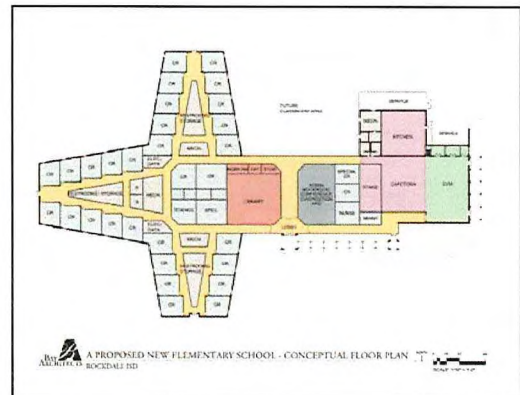
Description:

LANWalton was selected as program manager for Rockdale ISD back in 2005. LANWalton also assisted the District with community meetings that resulted in facility improvement recommendations provided to the School Board of Trustees. These facility improvements led to a May 2007 Bond Program. LANWalton was heavily involved in all pre-bond planning. The expected \$30 million bond passed for a new high school addition, new intermediate school, and additions and renovations at the junior high and elementary schools. LANWalton will manage the program from design through one year warranty.

References:

Rockdale Independent School District
Mr. Walter Pond, Superintendent
512.446.3403
wpond@rockdale.txed.net

Bay Architects
Mr. Tom Clements, AIA
281.286.6605
tomc@bayarchitects.com



PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

PROGRAM MANAGEMENT—PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT
PORT NECHES, TEXAS

Project Completion Date: Slated for 2010
Program Cost: \$123 million
Final Project Size: Over 400,000 square feet

Description:

As program managers for Port Neches-Groves ISD, LANWalton is working closely with the community and district leaders to ensure that the District's expectations are met.

LANWalton is providing full time on-site Program Manager and project managers that are residing in the District.

LANWalton is working with A/E firms to hold the line on budget and schedule. LANWalton realizes the special circumstances that govern contractor pricing and availability in this region and are helping the A/E define alternative building components that will give the District the same quality at cost effective pricing. LANWalton will manage this project from design through one year warranty.



References:

Port Neches-Groves Independent School District
Dr. Lani Randall, Superintendent
409-722-4244
lrandall@pngisd.org

SHW Group Architects
Mr. Luis Del Valle, AIA
713.548.5738
ldelvalle@shwgroup.com

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

PROGRAM MANAGEMENT—EDNA INDEPENDENT SCHOOL DISTRICT

EDNA, TEXAS

Project Completion Date: Slated for 2008
Final Construction Cost: \$12.5 million (estimate)
Final Project Size: 82,000 square feet

Description:

As program managers for Edna ISD, LANWalton worked closely with the community and district leaders to formulate specific goals that would achieve quality educational facilities for the students of Edna, Texas.

Using the District's facility goals as guidelines, LANWalton worked closely with various design teams to ensure fulfillment of the educational expectations. To further refine the development of new facilities, LANWalton encouraged and used feedback from the citizen's advisory committee. The preliminary design was then presented and approved by the design committee and the District's Board of Trustees. The final result is a program and design that achieves the District's academic needs and also exceeds the community's expectations.

The new Edna Elementary School will combine the current enrollment of two existing schools and house the District's pre-kindergarten, kindergarten, and first through fifth grades, which represents forty-two regular classrooms, a science lecture / laboratory classroom, and numerous smaller classrooms to support a special needs program. Additionally, the new facility provides ancillary support areas, administrative support, food services and dining areas, and music and art instructional spaces. The new junior high gym will serve as a competition facility as well as practice courts for junior high and high school.

References:

Edna Independent School District
Mr. Bob Wells, Superintendent
361.782.3573
bwells@ednaisd.org

O'Connell Robertson Architects
Mr. Chris Lammers, AIA
210.224.6032
clammers@oratexas.com



**PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT**

PROGRAM MANAGEMENT—EL CAMPO INDEPENDENT SCHOOL DISTRICT

EL CAMPO, TEXAS

Project Completion Date:	Slated for 2008
Program Cost:	\$20 million
Final Project Size:	138,000 square foot middle school and 17,000 square foot high school gym

Description:

LANWalton was hired by El Campo ISD to provide total program management services for the construction of two new facilities. The initial phase of the project involved gathering and evaluating detailed information about the condition of the District's existing facilities. LANWalton conducted a thorough facilities assessment that included a detailed systems evaluation of each building. The purpose of the conditions assessment was to quantify each campus's physical condition, instructional capacity, and maintenance requirements. The analysis identified facilities to be demolished and replaced, while recognizing which campuses usefulness could be extended through planned rehabilitation and restoration activities. The survey determined which upgrade requirements were necessary and identified which complete systems needed replacing.



Based on the findings of LANWalton's facility assessment and special studies, a district-wide Master Plan was completed with formal recommendations. LANWalton recommended the construction of two new facilities within the district—a new high school gymnasium and a new middle school. Once the citizens of El Campo passed the 2005 bond initiative, LANWalton began the vendor selection process. LANWalton developed a selection process and assisted the District with securing the most qualified firms. As program managers, LANWalton is responsible for ensuring that each vendor meets the District's needs and stays within time and budget requirements.

Currently, the design team is in the construction phase of both projects. The practice gymnasium is planned to be completed and opened in the fall of 2007. The second project is a new campus that will replace the aging El Campo Middle School. The new middle school represents a \$17.7 investment for the District that will provide an energy-efficient, high-performance learning center for the sixth, seventh, and eighth grade level students in the District. The middle school facility is scheduled to be substantially complete by spring 2008.

References:

El Campo Independent School District
Mr. Mark Pool, Superintendent
979.543.6771
mpool@ecisd.org

RWS Architects
Mr. Malcolm Gaus, AIA
713.621.1651
gaus@rwsarchitects.com

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

PROGRAM MANAGEMENT—BRENHAM INDEPENDENT SCHOOL DISTRICT
BRENHAM, TEXAS

Project Completion Date: 2006
Program Cost: \$16 million
Final Project Size: 86,000-SF elementary, field house, campus renovations

Description:

LANWalton was selected by Brenham ISD to serve as Program Manager for the 2004 Bond Initiative. Aside from Brenham High School, most buildings within the District were reaching the end of useful life. LANWalton's assignment was to complete a district-wide evaluation of spatial needs as well as a detailed facility assessment, which consisted of building condition, site condition, and building capacity evaluations as well as analysis of financials and educational structure. Using hard data in the assessment methodology, BISD was able to make decisions for their students based on detailed facts.

LANWalton's efforts resulted in a district-wide master plan that incorporated the challenges at BISD without sacrificing quality for the District's students. BISD and the community determined to rehabilitate two campuses as well as construct two new facilities. Summer rehabilitation programs were implemented for Brenham Junior High School and Brenham Middle School to limit the impact on students and educators. To ensure limitations were strictly adhered to and the program remained under budget, requirements were developed for a new 800-student elementary school and new athletic field house. Both facilities have been completed.

References:

Brenham Independent School District
Mr. David Yeager, Superintendent
979.277.6900
dyeager@brenhamisd.net



Bay Architects
Mr. Tom Clements, AIA
281.286.6605
tomc@bayarchitects.com

Commendations:

"LANWalton's Program Management services have provided Brenham Independent School District with solutions to our facility needs that have made a positive impact on students throughout our district. Their attention to detail keeps cost down, assures usage of quality material, locates excellent contractors, and provides meticulous oversight on construction projects." – David Yeager, Superintendent, Brenham ISD.

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

PROGRAM MANAGEMENT—BAY CITY INDEPENDENT SCHOOL DISTRICT

BAY CITY, TEXAS

Project Completion Date: 2003
Final Construction Cost: \$33.4 Million
Final Project Size: 256,000 square foot high school, two elementary additions, renovations to junior high

Description:

LANWalton was selected by Bay City ISD to serve as Program Manager for the 1998 Bond Initiative. Component Commissioning was a part of the scope for the Program Management RFP. LANWalton answered directly to the administration and school board for this program. LANWalton programmed, managed constructed, and commissioned a 250,000 square foot high school facility and three lower school campuses. The high school was awarded a "Value Award."



As the Program Manager, LANWalton was responsible for coordinating all pre-bond planning, pre-design and construction management and commissioning with training provided for the District on all major components (HVAC, kitchen equipment, plumbing, etc.). LANWalton provided monthly progress reports regarding our activity and criteria needed for components to be rated as acceptable throughout the commissioning process.

LANWalton delivered all close out documents and a complete commissioning notebook along with O&M manuals and training videos. LANWalton stayed under contract for the additional 12 month warranty period to ensure all parties came together to address any issues that came up during that time frame.

References:

Bay City Independent School District
Mr. Richard Walton, Superintendent
979.245.5766
rwalton@baycityblackcats.com

RWS Architects
Mr. Malcolm Gauss, AIA
713.621.1651
gaus@rwsarchitects.com

Bay Architects
Mr. Tom Clements, AIA
281.286.6605
tomc@bayarchitects.com

Commendations:

Bay City Independent School District Board Resolution: "Presented to Dr. Ned Walton in appreciation for your integrity, commitment, and professionalism as Program Manager for the BCISD Building Program." – BISD Board of Trustees; October 21, 2003.

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

PROGRAM COMMISSIONING—GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BAYTOWN, TEXAS

Project Completion Date: 2003
Program Cost: \$91 million
Final Project Size: 836,000 square feet

Description:

LANWalton was selected by Goose Creek CISD to serve as Commissioning Agent for the 2000 Bond Initiative. LANWalton answered directly to the administration while working as a team with the project manager, 3D International. LANWalton commissioned \$91 million in new construction that included two new elementary schools, a new junior high school, three additions to the existing high schools, and a new student community center. LANWalton also commissioned renovation work that included a central administration building, several elementary schools, and a junior high building. Goose Creek CISD's completed project totaled 836,000 square feet.



As the Commissioning Agent, LANWalton was responsible for coordinating all pre-design and construction commissioning with training provided for the District on all major components (HVAC, kitchen equipment, plumbing, etc.). LANWalton reported directly to the administration and school board and provided monthly progress reports regarding project activity. LANWalton provided criteria needed for components to be rated as acceptable throughout the commissioning process. LANWalton worked in close coordination with the project manager and contractor to ensure constant communication and information flow. LANWalton provided a complete commissioning notebook along with O&M manuals and training videos. LANWalton stayed under contract for the additional 12-month warranty period to ensure all parties came together to address any issues that came up during that time frame.

References:

Goose Creek Consolidated Independent School District
Dr. Barbara Sultis, Superintendent
281.420.4800
bsultis@gccisd.net

CLR Architects
Mr. Jim Ratliff, AIA
713.462.0993
jratliff@clrarchitects.com

Busch Hutchinson Architects
Mr. Al Busch, AIA
281.422.8213
abusch@bha.com

PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

MECHANICAL, ELECTRICAL, AND PLUMBING—HOUSTON INDEPENDENT SCHOOL DISTRICT
HOUSTON, TEXAS

Project Completion Date: 2007
Program Cost: \$15.5 million
Final Project Size: 80,000 square feet

Description:

Marshall Engineering Corporation provided complete Mechanical, Electrical, and Plumbing design and engineering for interior renovations of the 80,000-square foot Wesley Elementary School. The school consisted of classrooms for students Pre-K through 5th grade, offices, cafeteria, commercial kitchen, gymnasiums, restrooms, library, and related facilities.

Marshall Engineering Corporation was also responsible for construction management throughout project construction. Construction Management included submittals, Requests for Information, on-site construction meetings, follow-up walk-through and punch lists, and daily contact with construction foreman and supervisors.

MEC has the capability to design new projects as well as renovations. This project required quick turn around for the design efforts, and a timeline was set to conduct construction phase in the summer while students were not in the buildings. Continuing interface between the design team, construction team, and administrative team is evidence of our ability to perform within multi-layered organizations.

References:

Houston Independent School District
Mr. Bill Kuykendall, Bond Program
Superintendent
713.426.8320
wkuykend@houstonisd.org

Gooden Consulting Engineers
Charles Gooden, Senior Project Manager
713.660.6905
cgooden@goodenengineers.com



PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

MECHANICAL, ELECTRICAL, AND PLUMBING—HOUSTON INDEPENDENT SCHOOL DISTRICT
HOUSTON, TEXAS

Project Completion Date: 2007
Program Cost: \$15.5 million
Final Project Size: 80,000 square feet

Description:

Marshall Engineering Corporation provided complete Mechanical, Electrical, and Plumbing design and engineering for the new two-story 80,000-square foot Walnut Bend Elementary School. Scope also included LEED Certification for all design and construction phases.

Marshall Engineering Corporation was also responsible for construction management throughout project construction, which includes submittals, Requests for Information, on-site construction meetings, follow-up walk-through and punch lists, and daily contact with construction foreman and supervisors.

This project required LEED certification on design and construction process, and is relevant because it required that the design team be extremely sensitive to the requirements and constraints of the surrounding neighborhoods. We feel that sensitivity to the neighborhoods concerns will be critical to this project's issues. Continuing interface between the design team, construction team, and administrative team is evidence of our ability to perform within multi-layered organization.

References:

Houston Independent School District
Mr. Bill Kuykendall, Bond Program
Superintendent
713.426.8320
wkuykend@houstonisd.org

VLK Architects
Mr. Todd Lien, Project Manager
281.671.2306
tlien@vlkarchitects.com



PROPOSAL FOR PROGRAM MANAGEMENT SERVICES
BEAUMONT INDEPENDENT SCHOOL DISTRICT

MECHANICAL, ELECTRICAL, AND PLUMBING—HOUSTON INDEPENDENT SCHOOL DISTRICT
HOUSTON, TEXAS

Project Completion Date: 2007
Program Cost: \$8 million
Final Project Size: 27,500 square feet

Description:

Marshall Engineering Corporation provided complete Mechanical, Electrical, and Plumbing design and engineering for a new two story library/classroom building at Tijerina Elementary School. The classroom building is 24,000 square feet and the library is 3,500 feet. The building addition consisted of classrooms, restrooms, library, offices, mechanical rooms, and related facilities.

Marshall Engineering Corporation was also responsible for construction management throughout project construction. Construction Management includes submittals, Requests for Information, on-site construction meetings, follow-up walk-through and punch lists, and daily contact with construction foreman and supervisors.

This project demonstrates our firm's ability to design new projects and building additions, and required interfacing of the existing buildings with the new library/classroom building. As with all school projects, the design phase was very fast pace in order to meet timelines set for construction to take place in summer while students were not in buildings.



References:

Houston Independent School District
Mr. Dale Cox, DMJM Program Management
713.267.2786
dale.cox@dmjm.com

Perspectiva Architects
Victor Del Pilar, Project Manager
713.520.7580
vdelpilar@perspectiva.net



Education

Project Name:

Los Angeles Unified School District
Repair and Construction Bond

Project Location:

Los Angeles, California

Services Provided:

Project Management Services

Start Date:

2000

Completion Date:

2002

Construction Value:

\$2.4 Billion

Client Information:

Mr. Guy Mehula
Chief Facilities Executive
Los Angeles Unified School District
Phone: (213) 633-3430

Project Description:

CMTS was competitively selected to perform the Project Management Services for Los Angeles Unified School District's (LAUSD) Repair and Construction Bond program. This was one of the largest school repair programs of its kind ever accomplished in the United States. This program included repair and construction activities at over 700 schools in LAUSD. These tasks included: technology upgrades; replacement of plumbing, HVAC, electrical and fire alarm systems; roofing repair; repaving of playgrounds; installation of air conditioning; interior and exterior painting; the construction of lunch shelters; and a limited amount of new school construction.



LAUSD Repair & Construction

CMTS was responsible for all of the projects in three of the four school clusters in LAUSD Maintenance and Operation (M/O) Area Seven (7). These three clusters contained a total of 100 schools. The projects associated with these clusters had a construction value in excess of \$250 million and resulted in the generation of over 300 construction contracts.

More specifically, CMTS' Project Management services include the following:

Design Phase

- Management plan and project strategy
- Project scope and budget verification



Education

- Master budget and schedule
- Design coordination meetings
- Cost estimating
- Bid packaging/prioritization
- Project phasing/interim housing requirements
- Value engineering
- Constructability review
- Procedures manual

Bid & Award Phase

- Community Outreach
- Program permit plan review
- Pre-bid conference
- Bid/bidder evaluation
- Construction contracts

Construction Phase

- Preconstruction conference
- Schedule coordination
- Bulk purchase coordination
- Payment applications
- Claims avoidance
- Contract administration
- Agency administration
- Jobsite meetings
- Change order review
- Submittal/RFI review

Post-Construction Phase

- Punchlist coordination occupancy scheduling
- M&O staff training
- Warranty and manual receipt
- Resolve pending issue



Andrew Carnegie Junior High School



Hawaiian Elementary School



Education

Project Name:

Los Angeles Unified School District
New Construction Program

Project Location:

Los Angeles, California

Services Provided:

Construction Management Services

Start Date:

2005

Completion Date:

2010

Construction Value:

\$2.3 Billion (Total Construction Cost)

Client Information:

Mr. Guy Mehula
Chief Facilities Executive
Los Angeles Unified School District
Phone: (213) 633-3430

Project Description:

CMTS provides Construction Management Services as a subconsultant to a third party for the Los Angeles Unified School District's (LAUSD) New Construction Program. This program includes construction of 100 new schools as well as additions to existing schools. The new construction program is divided into five geographic or project type groups: Valley, Central, South, Special Projects, and Additions/Playgrounds.



New Kindergarten Building



New Administration Building

Projects range in construction value from \$2 million to \$60 million. CMTS currently has 7 project managers assigned to new construction of seven schools. CMTS plans, organizes, directs, coordinates, and reports the project management activities, evaluate contractor responsibility, attend bid evaluation meetings, and perform contract administration. Additional services include design review, schedule evaluation, cost estimation, and quality control.



Education

Project Name:

Inglewood Unified School District
Renovations and New Construction at
all 18 Inglewood schools

Project Location:

Inglewood, California

Services Provided:

Project Management Services

Start Date:

October 2000

Completion Date:

2007

Construction Value:

\$220 million

Client Information:

Mr. Willie Crittendon
Inglewood Unified School District
401 S. Inglewood Avenue
Inglewood, California 90301
Phone: (310) 419-2500

Project Description:

CMTS is providing project management services to the Inglewood Unified School District for the renovations and new construction at all 18 Inglewood schools.

In addition to assisting IUSD in establishing the planning and programming of this project, CMTS will also review and track the contractors' schedule, prepare the bid package, provide inspectors certified by the California Division of the State Architect (DSA) as needed, verify all submittals for conformance specifications, and coordinate the construction schedule with the school board.



Inglewood High School

CMTS is responsible for all of the projects in three separate municipalities. These three cities contain a total of 18 schools. The projects associated with these clusters have a construction value in excess of \$130 million and will result in the generation of over 100 construction contracts.

CMTS completed Phase I (New Construction) for IUSD's Frank D. Parent School three months ahead of schedule. Phase II projects (Modernization and Repairs) have started and are expected to finish on time. In addition, Centinela School is on track to be completed 4 months ahead of schedule.



**New Lunch Shelter
Frank D. Parent School**



**New Classroom at Frank D.
Parent School**



Education

Project Name:

Los Angeles Unified School District
Safety and Technology Program
Facilities Technology Program
Management Group

Project Location:

Los Angeles, California

Services Provided:

Construction Management Services

Start Date:**Completion Date:**

July 2007

Construction Value:

\$838 million (Total Construction Cost)

Client Information:

Mr. Scott Lewis
Director of Operations
Los Angeles Unified School District
Phone: (213) 241-4578

Project Description:

In 2003, CMTS was competitively selected to provide technical staff to support the District's Facilities Technology Program Management Group (FTPMG). FTPMG is part of the Facilities Services Division (FSD) Central Office and is charged with providing engineering and construction management services in support of various District projects and programs, especially those involving safety, technology and communication systems such as Local Area Network (LAN), Wide Area Network (WAN), fire alarms and public address systems in District facilities.

FTPMG serves as a liaison between FSD and the Information Technology Division (ITD) and works jointly with ITD in-house and consultant personnel as a consolidated team providing Quality Assurance and Construction Management efforts for technology related projects in District schools. In some cases, FTPMG serves as the direct construction management team and administers construction contracts for the District. In other cases, FTPMG personnel serve as technical advisors to the Local District managers who function as the contract administrators. FTPMG performs quality assurance and other duties related to various programs and projects on behalf of the District's FSD and ITD organizations.



MEP PROJECT DESCRIPTIONS

1. **Alief Independent School District:** HRE provided project management, oversight, and quality assurance for all audio, visual and telecomm set-up and delivery. HRE monitored electrical loads and ensured safety measures for additional portable equipment electrical units. (\$3M)
2. **North Forest Independent School District:** HRE set up a base camp (ADA standards) which served as operational and administrative headquarters for the school district and FEMA. HRE was ready to provide all services for administrative operations, utility connects, toilets, potable water, generator, telecomm and janitorial services within 32 hours of award. (\$16M)
3. **University of Houston:** HRE provided temporary modular buildings (ADA standards) to the university in order to sustain all administrative operations, utility connects, toilets, potable water, generator, telecomm and janitorial services. HRE was ready to deploy all items within 30 hours of the water receding. (\$20M)
4. **Fort Bend County, Texas:** Provide MEP, fire suppression systems, and allow for high technology services for Sienna Plantation Library. (\$7.8M)
5. **Port Arthur ISD:** Provide MEP engineering, construction services, and renovation work on elementary schools and a high school. (\$90M)
6. **Houston Community College, Southeast Campus:** Provide HVAC and electrical design solution for high technology buildings; address harmonic issues and additional computers load factor on cabling/electrical systems. (\$2.8M)
7. **Texas Southern University:** Provided mechanical, HVAC, electrical and plumbing engineering services to two parking garages constructed on the campus. (\$15M)
8. **City of Houston- North East Multi-Service Center :** This project involves MEP Services, LEED Project Management and Commissioning. It includes HVAC Design, Electrical and Plumbing systems for a new public multi-service center. Size: 29,020 Sq. Ft.
9. **City of Houston-South Post Oak Multi Service Center:** This project involves MEP Services, LEED Project Management and Commissioning. It includes HVAC Design, Electrical and Plumbing systems for a new public multi-service center. This will be rated a LEED Silver Project. New multi-service center and library designed to LEED certification standards with complete MEP design services. Mechanical systems included air cooled water chillers with variable primary pumping system, hot water boilers, outside air pre-treating units. VAV air handling units with fan powered mixing boxes and direct digital control system. Electrical systems included power, lighting, fire alarm, data, voice and security systems. Plumbing systems included cold and hot domestic water systems, sanitary and grease waste systems, fire sprinkler system, storm drainage within the building and natural gas systems. Size: 44,300 Sq. Ft., Estimated cost: \$7.6 Million.
10. **City of Galveston – Menard Park and Recreation Center:** This project involves MEP Services, LEED Project Management and Commissioning. It includes lighting, power and special systems design for a 30,000 square foot public recreational facility. This will be rated a LEED Silver project. Design Cost: \$29000, Construction Cost: \$736,000, Commissioning and LEED Cost: \$30,000.



11. **Texas Southern University:** Renovation of existing student housing complex with mechanical, electrical and plumbing demolition and design services. Mechanical system included packaged terminal air conditioners. Electrical systems included power, lighting and smoke detection systems. Plumbing systems included cold and hot domestic water systems and sanitary waste systems. (\$2.6M)
12. **University of Houston, Main Campus:** Provide mechanical/electrical renovation services as part of U-H Capital Renewal and Deferred Maintenance Program. (\$2.3M)
13. **Carroll Sr. High School (Grapevine):** This project involved the cost and load analysis study to upgrade or replace an HVAC split system. An order of magnitude for future system payback was also provided. The Mechanical systems design included performing a HVAC systems design change from a split system to a chilled water system. Existing condensing units were replaced with a fan coil units that have electric heat. RTU's were replaced with penthouse climate changers. Outside air units were fed by return air in classrooms and added to the corridors. Electrical systems included utilizing the existing electrical circuit systems and feed a new chilled water system. (\$2M)
14. **Wheatley Early Childhood Center (Port Arthur):** This project involves MEP Services. It includes HVAC, Electrical and Plumbing systems design for a new Elementary School. (\$81, 450.00)
15. **Lanier Middle School (Freeport):** The project is the design of a complex mix of existing HVAC systems and new hybrid HVAC systems with a 40,000 Sq. Ft. addition that provides superior IAQ for the teachers and students. This project required significant engineering time and skill to complete the project within a very "modest" construction budget.
16. **Dowling Elementary (Port Arthur):** the change out and relocation of the existing main electrical service. Additionally, isolated technology drops for classroom computers, with K type transformers, are being added. The existing building was significantly affected by harmonic feedback in the electrical distribution system. HRE's design has mitigated that problem. (\$12, 612.00)
17. **Tyrell Elementary (Port Arthur):** Re-Designed MEP systems for existing Elementary school. The mechanical 2 pipe system was converted to a 4 pipe system. The electrical system was separated, technology power with isolated ground from normal power, battery packs were provided and UPS for life safety loads were provided with performance specifications for the fire alarm system. The plumbing system's grease trap and main sewer line was replaced. The main water line shut-off valve and new water coolers were installed. Insulation to lavatories under counter piping and urinals were also added. (\$30, 640.00)
18. **Navasota ISD, Plantersville Elementary (Navasota):** This project involves MEP Services. It includes HVAC, Electrical and Plumbing systems design for a new elementary school.
19. **Navasota Primary School (Navasota):** This project involves MEP Services. It includes the redesign of HVAC Design, Electrical and Plumbing systems for the renovation, in addition to an existing primary school.



20. **Alief Elementary #24 (Alief):** This project involves MEP Services. It includes HVAC Design, Electrical and Plumbing systems for a new Elementary School.
21. **HISD, Ryan Middle School (Houston):** Conducted building commissioning to review, evaluate and document a newly constructed pre-Kindergarten center which Accommodates about 600 students. The project consisted of the verification of the installation of MEP systems. (\$2500.00)
22. **HISD, Westside High School (Houston):** Conducted building commissioning to review, evaluate and document a newly constructed pre-Kindergarten center which accommodates about 3000 students. The project consisted of the verification of the installation of MEP systems. (\$2500.00)
23. **HISD, Chavez High School (Houston):** Conducted building commissioning to review, evaluate and document a newly constructed pre-Kindergarten center which accommodates about 2261 students. The project consisted of the verification of the installation of MEP systems. (\$2500.00)
24. **HISD Armandina Farias Early Childhood Center (Houston):** Conducted building commissioning to review, evaluate and document a newly constructed pre-Kindergarten center which accommodates about 400 students. The project consisted of the verification of the installation of MEP systems.
25. **HISD Gabriela Mistral Early Childhood Center (Houston):** Conducted building commissioning to review, evaluate and document a newly constructed pre-Kindergarten center which accommodates about 400 students. The project consisted of the verification of the installation of MEP systems.
26. **HISD Moreno Elementary (Houston):** Conducted building commissioning to review, evaluate and document a newly constructed elementary school. The project consisted of the verification of the installation of Architectural systems including; the construction of the exterior walls for thermal and/or moisture leakage and the evaluation of major MEP systems including;
 - Air Handling Units
 - Chilled and/or Hot Water Pumps,
 - Chillers
 - Boilers
 - Thermal Delivery Systems (Piping and Ductwork)
 - Control Devices and Systems (\$29,000.00)
27. **Travis Elementary (Port Arthur):** Re-Designed MEP systems for existing Elementary school. The mechanical 2 pipe system was converted to a 4 pipe system and a new A/C unit was installed in the front hallway. The electrical system was separated, technology power with isolated ground from normal power, battery packs were provided and the UPS for life safety loads were provided with performance specifications for the fire alarm system and corridor lighting was added. The plumbing system's urinals were replaced with new toilet rooms, insulation to lavatory piping was added, the main sewer line was replaced and a main water line cut-off valve was installed. (\$863, 500)
28. **Franklin Elementary (Port Arthur):** Re-Designed MEP systems for existing Elementary school. The mechanical 2 pipe system was converted to a 4 pipe system. The electrical system was separated,



technology power with isolated ground from normal power, battery packs were provided and UPS for life safety loads were provided with performance specifications for the fire alarm system. The plumbing system's grease trap and main sewer line was replaced. The main water line shut-off valve and new water coolers were installed. Insulation to lavatories under counter piping and urinals were added. (\$1.56M)

29. **Sam Houston Elementary (Port Arthur):** Re-Designed MEP systems for existing Elementary school. The mechanical 2 pipe system was converted to a 4 pipe system and a new A/C unit was installed in the front hallway. The electrical system was separated, technology power with isolated ground from normal power, battery packs were provided and the UPS for life safety loads were provided with performance specifications for the fire alarm system and corridor lighting was added. The plumbing system's urinals were replaced with new toilet rooms, insulation to lavatory piping was added, the main sewer line was replaced and a main water line cut-off valve was installed. (\$933, 000.00)
30. **Lee Elementary (Port Arthur):** Provided mechanical, electrical and plumbing systems design for new one story elementary school including 4 mechanical mezzanines. The relocation of the existing central plant for the existing campus was also necessary so that the existing school would remain in operation during construction. (\$8.5M)
31. **Dequeen Elementary (Port Arthur):** Designed mechanical, electrical and plumbing systems for elementary school. Mechanical system consisted of air-cooled water chillers, heating water boilers, air-handling units with pre-treated outside air and VAV terminals. Electrical systems consisted of power distribution, lighting systems, fire alarm and data systems. Plumbing systems consisted of hot and cold water systems, sanitary and grease waste systems, natural gas systems, and storm drainage systems within the building and fire sprinkler systems. (\$8M)
32. **HISD Gymnasia, phase3, Package G (Houston):** Provide A/E services as prime contractor for Rebuild HISD Bond program. Includes the re-design of mechanical, electrical and plumbing systems for four school renovation projects (Fleming M.S., Key M.S., Barbara Jordan H.S. and Kashmere H.S.) The re-design of power distribution systems including utility coordination, site survey of existing conditions and liaison with contractors was performed. (\$2M)
33. **TSU Parking Garages – Ennis and Cleburne Garages (Houston):** Designed mechanical and plumbing systems for two new parking garages at Texas Southern University. Mechanical Systems Consisted of a split system-air conditioning for retail shell spaces at Ennis and garage offices at both garages. Plumbing systems consisted of sanitary waste, water distribution, storm drainage within the structure and fire sprinkler systems. (\$7.8M)
34. **Corinthian Pointe elementary (Houston):** Designed mechanical, electrical and plumbing systems for new elementary school. Mechanical system consisted of air-cooled water chillers, heating water boilers, air-handling units with pre-treated outside air and VAV terminals. Electrical systems consisted of power distribution, lighting systems, fire alarm and data systems. Plumbing systems consisted of hot and cold water, sanitary and grease waste, natural gas, and storm drainage within the building and fire sprinkler systems. (\$8M)



35. **Memorial High School (Port Arthur):** Designed the HVAC, electrical and plumbing systems for new construction of a High School and its surrounding vocational buildings, field house, athletic fields, baseball field and football stadium.
36. **PAISD Athletic Fields Repairs and Renovations (Port Arthur):** Field-surveyed damages from Hurricane Rita and designed new Power and Lighting for misc. athletic fields, Size: (4) Athletic Fields, tennis courts, track and press box. (\$2M)
37. **Navasota High School (Navasota):** MEP renovation of amphitheater and existing gym. New varsity gym and band hall added to facility. The HVAC, plumbing and electrical systems were evaluated for reuse in renovated areas. Designed and sized components of the mechanical, electrical and plumbing systems for additions to the facility. (\$5.5M)



PAST PROJECTS DEMONSTRATING RANGE OF EXPERIENCE

Project Title:	Carroll Independent School District Additions and Renovations
Location:	Carroll Independent School District , Grapevine, TX
Contract Number:	N/A
Procuring Activity:	Carroll Independent School District
Procurement Point of Contact and Telephone Number:	Dr. David Faltys, Superintendent (817) 949-8282
Address and Telephone Number of Owner/Customer	Carroll Independent School District 3051 Dove Road Grapevine, Texas 76051 (817) 949-8282
Type of Project	HVAC / Electrical Systems
Project Value	\$32 Million
General Nature of the Contract	<p>This project involved the elementary, high school and allied campus buildings for Carroll ISD and offered the following services:</p> <ul style="list-style-type: none"> ♦ Demolition ♦ Environmental Abatement <p>HRE specifically performed the following for the Carroll ISD project: This project involved the cost and load analysis study to upgrade or replace an HVAC split system. An order of magnitude for future system payback was also provided. The Mechanical systems design included performing a HVAC systems design change from a split system to a chilled water system. Existing condensing units were replaced with a fan coil units that have electric heat. RTU's were replaced with penthouse climate changers. Outside air units were fed by return air in classrooms and added to the corridors. Electrical systems included utilizing the existing electrical circuit systems and feed a new chilled water system.</p>
Award Date:	August 2006
Original Contract Amount:	\$243,350
Final Contract Amount:	Same as above
Original Completion Date:	
Final Completion Date:	Ongoing
Explanation for any differences:	N/A
Total number of Man-Hours including all subcontractors	Approximately 800
Total number of lost time accident including all subcontractors:	Zero Lost Time



Project Title:	Port Arthur Independent School District Building Construction and Renovation Projects - JOC
Location:	Port Arthur Independent School District, Port Arthur, TX
Contract Number:	N/A
Procuring Activity:	Port Arthur Independent School District
Procurement Point of Contact and Telephone Number:	Dr. Willis Mackey, Superintendent (409) 981-7768
Address and Telephone number of owner / customer	Port Arthur Independent School District, 733 5th Street/ P.O. Box 1388, Port Arthur, Texas 77640/ 77641 (409) 981-7768
Type of Project	Monitoring, Government/ JOC
General Nature of the Contract	<p>HRE was responsible for monitoring and liaising between all subcontractors and the owner to ensure proper protocol and delivery of industry standard services. HRE maintained a professional and cordial relationship with all stakeholders providing the necessary information and updates to the owner on a timely basis preventing unnecessary costs.</p> <p>Design build – JOC for PAISD that included multiple purchase orders for the renovation and repair of school classrooms, administrative and auxiliary facilities to include the following services:</p> <ul style="list-style-type: none"> ♦ Construction ♦ Engineering design ♦ Estimating/ Scheduling ♦ Subcontractor solicitation and negotiation. ♦ Equipment testing and training <p>HRE specifically performed the following for the PAISD projects: Provided ADA compliance certifications for contracted schools and their associated playground/recreational areas; retrofitted existing as well as installed new HVAC systems, installed new roofing, interior fit-up, demolition, commission services, exterior site work to include landscaping upgrades for irrigation systems and site work, and general planting of trees and shrubs, environmental assessments, and provisions for isolated computer power in the classrooms. After Hurricane Rita, HRE was responsible for assessment, management and delivery of general facility repairs which included substantial build back of athletic fields and paving. All lighting (electrical), site design, utilities and construction work was performed by HRE for the athletic fields and playground repairs.</p>
<p>"...HRE consistently performs on this contract and I would definitely continue to work with them..."</p> <p>- Lawrence Bell Executive Director of Facilities Planning</p>	
Award Date:	January 2004
Original contract Amount:	\$9.4 million
Final contract Amount:	Same as above
Original Completion Date:	May 2006
Final Completion Date:	May 2006
Explanation for any differences:	N/A
Total number of Man hours including all subcontractors	Approximately 55,140
Total number of lost time accident including all subcontractors:	Zero Lost time



Project Title:	"Rebuild HISD Bond Program" Houston Independent School District Building Construction and Renovation Projects - JOC
Location:	Houston Independent School District, Houston, TX
Contract Number:	N/A
Procuring Activity:	Houston Independent School District
Procurement Point of Contact and Telephone Number:	Terrance Ransfer (713) 676-9278
Address and Telephone number of owner / customer	HISD 4400 W. 18th Street Houston, Texas 77092 (713) 676-9278
Type of Project	Government/ JOC
General Nature of the Contract	<p>HRE provided construction services through a JOC, consisting of renovation and repair of schools, classrooms, and ancillary facilities throughout HISD.</p> <p>HRE managed more than 23 construction renovation projects for HISD, using the latest project management software. The goal of the district was to obtain certificates of occupancy for contracted schools. The work included furnishings/outfitting and general life safety upgrades of school facilities, and exterior landscaping, paving, and site work upgrades to include recreational and child playground areas to accommodate ADA compliance requirements. HRE, and its subcontractors, fertilized landscape turf areas for renovated and new athletic fields. Additionally, HRE was responsible for all civil, irrigation and electrical design for the recreational fields' upgrades. Additionally, HRE removed diseased plants and trees at several elementary schools as part of its renovation services. Overall, the projects ranged in value from \$25K to \$600K. HRE exceeded the client's expectations by securing all COs and ensuring zero lost time accidents.</p>
Award Date:	January 2004
Original contract Amount:	\$ 7.354 million
Final contract Amount:	Same as above
Original Completion Date:	December 2006
Final Completion Date:	October 2006
Explanation for any differences :	N/A
Total number of Man hours including all subcontractors	Approximately 45,180
Total number of lost time accident including all subcontractors:	Zero Lost Time

"HRE has provided HISD with consistent and outstanding work quality...to provide a safe conducive learning environment."


-Terrance D. Ransfer
Executive General Manager

Appendix/Required Forms

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN RFP DISQUALIFICATION

As defined by Texas House Bill 620, a “nonresident responder” means a responder whose principal place of business is not in Texas, but excludes contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “resident responder”:

Signature:  Date: 10/4/07

If you qualify as a “nonresident responder”, you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

City State Zip Code

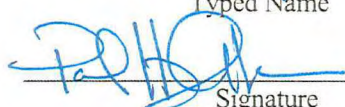
Company Name Address

(a) Does your “residence state” require responders whose principal place of business is in Texas to underbid responders whose residence state is the same as yours by a prescribed amount or percentage to receive comparable contract? “Residence state” means the state in which the principal place of business is located. YES _____ NO _____

(b) If YES, what is the amount or percentage? _____ or _____%

I certify that the above information is correct.

Paul Hawayluk DIRECTOR
Typed Name Position


Signature

THIS FORM MUST BE RETURNED WITH YOUR RFP

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: LANWALTON

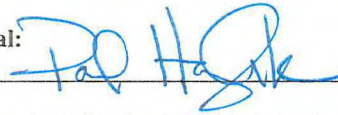
Authorized Company Official's Name (Printed) LANWALTON

- A. My firm is a publicly-held corporation, therefore this reporting requirement is not applicable.

Signature of Company Official:

- B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official:



- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of Conviction(s):

Signature of Company Official:

THIS FORM MUST BE RETURNED WITH YOUR RFP

BEAUMONT INDEPENDENT SCHOOL DISTRICT

VENDOR INFORMATION / NOTICE OF NO-SUBMISSION

TYPE OF PROCUREMENT: REQUEST FOR PROPOSALS NO. 08.043 TITLE: PROGRAM MANAGEMENT SERVICES.
OFFERS WILL BE ACCEPTED UNTIL: 11:00 A.M. ON FRIDAY, OCTOBER 5, 2007 IN THE OFFICE OF PATRICIA ATTAWAY,
PURCHASING AGENT, AT THE ADMINISTRATION BUILDING, 3395 HARRISON AVENUE, BEAUMONT, TX 77706. RESULTS
WILL BECOME AVAILABLE SEVEN BUSINESS DAYS AFTER APPROVAL BY THE BOARD OF TRUSTEES (TENTATIVE
APPROVAL DATE OF OCTOBER 18, 2007).

Vendor Offers (original and fourteen (14) copies – please mark copies "COPY") must be in a sealed opaque envelope, plainly
marked on the outside with SOLICITATION NAME, SOLICITATION NUMBER, AND DATE. Faxed proposals will NOT be accepted.
Offer received after the specified time shall not be considered. Late mail deliveries will be held unopened. U.S. Mail is not delivered
to the District until after 11:00 a.m. daily.

PLEASE TYPE OR PRINT VENDOR IDENTIFICATION DATA

LEGAL NAME OF VENDOR:

LAN Walton

MAILING ADDRESS:

1722 BROADMOOR STE 100

CITY: BRYAN

STATE: TX

ZIP CODE: 77802

PHONE # 979-776-1007

979-776-1004

NAME OF AUTHORIZED REPRESENTATIVE: Paul Hawryluk

TITLE:

DIRECTOR

COMPANY WEBSITE ADDRESS: www.lanwalton.com

REPRESENTATIVE E-MAIL ADDRESS

phawryluk@lan-inc.com

CITY:

STATE:

ZIP CODE:

PHONE #

FAX #

TYPE OF BUSINESS (CHECK ALL THAT COMPLY): ☐

Manufacturing, ☐ Distributor, ☐ Wholesale, ☐ Broker, ☐ Retail,

☐ Service, ☐ Franchise, ☐ Construction, ☒ Other:

Program Manager

NOTICE OF NO SUBMISSION – If you are unable to submit an offer, please return this form with the applicable response box
checked, on or before the closing date.

I do not wish to submit an RFP document for this procurement, however, please **retain my name** on the vendor list for this item

I do not wish to submit an RFP document for this procurement, please **remove my name** from the vendor's list for this commodity.

The products/services we represent should be listed in **another** category. Please move to another list as specified:

VENDOR CERTIFICATION AND IDENTIFICATION

I certify that I have carefully examined the Invitation for Proposal, Specifications and Conditions, General Conditions, Certifications
and Price Sheets and attachments. I agree to furnish supplies and/or services in strict compliance with the specifications and
conditions contained in this document. I freely submit this offer and have not colluded with other parties to fix prices, or in any other
manner, undermine the competitive procurement practice.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Paul Hawryluk

DATE: 10/4/07

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local government

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity.

Received: _____

OFFICE USE ONLY

Date

By law this questionnaire must be filed with the records administrator of the Local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity. *(Name of Company)*

LAN WALTON

2. Check this box if you are filing an update to a previously filed questionnaire. ☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a). Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government

FORM CIQ

Page 2

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

YES ☐ NO ☐

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer names in this section AND the taxable income is not from the local governmental entity?

YES ☐ NO ☐

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

YES ☐ NO ☐

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.



Signature of person doing business with the governmental entity

10/4/07

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENT/ NON RESIDENT RESPONDER CERTIFICATION



SKILLS & STRENGTHS

- Effective leader, communicator, generalist, as well as detail-oriented.
- Self-motivated, responsible, loyal, conscientious
- Computer Expertise: Windows, Word, excel, Access, PowerPoint, MS-DOS, Specification Writer, Estimating Software(s) Expedition, Primavera (P-3)

KEY QUALIFICATIONS

- Excellent skills in Development Management, Construction Management and leadership.
- Superior organizational skills in setting up procedures, and establishing systems for tracking, accounting, and managing project details.
- Over twenty years of practical application and development of expertise applicable to development and construction management; building schools, parking structures, banks, office and medical buildings, retail projects, single/multi-family housing, design-built custom housing, speculative housing, and renovations.
- Have dealt with officials at the City, County, and State levels as well as the Coastal Commission, regulatory agencies, Department of State Architect, and environmentalists in broad array of functions including but not limited to: demographic analysis, site selection, acquisition & relocation negotiations, environmental compliance, funding, design management, community outreach interface, permits, claims and dispute resolution.
- Work with project design to develop cost effective designs, contract documents, specifications, and bid package.
- Successfully negotiated contracts and change orders.
- Key Troubleshooter: Often called upon to give expert testimony in court.
- Specialized Training: Continuing Education, Seminars, and Contract Law Conferences as related to the building of educational, commercial and residential construction.

PROFESSIONAL EXPERIENCE

MGC Homes, Inc. – Director of Construction

Mr. Phillips directs and oversees all construction projects from the development and design stage through project completion and close-out. Personally responsible for the overall success of each project, the development of construction operations, and the construction department staff. Interfaces with real estate operations, providing estimated remodel and new construction cost and design and construction time lines. Presently overseeing many projects, to include a large new 158 unit condominium project in Corona Ca., two large condominium conversion projects in Long Beach, Ca. totaling 88 units, an upscale single residence remodel in Fullerton listed on the National Historical Register and five new residential and multi-family residences in Santa Ana, Ca.

Parsons-SGI - Development Team Manager assigned to Los Angeles Unified School District

Managed, oversaw and coordinated all facets of the pre-construction phase of the development of new construction school facilities projects. Was personally responsible and held accountable for the overall success of each project from initial planning stages to handover



DALE PHILLIPS

Construction Manager

to construction. Managed two elementary schools, one middle school, and

PROFESSIONAL EXPERIENCE

(Continued)

one high school with a combined value in excess of \$217,000,000. Required to manage up to fifteen projects simultaneously ranging in value from \$2M to \$110,000,000 each.

Managed the project budget, schedule, qualitative standards, rectified potential obstacles, and served as the leader of the following managers, departments, and outside stakeholders to ensure project responsibilities were fulfilled:

- Community Stakeholders
- Political Representatives
- Design Managers and Architects of Record
- Community Outreach Organizers
- Schedulers
- Estimators
- Cost Analysts
- Real Estate Acquisition and Relocation Personnel
- Environmental (CEQA) Managers
- Demographers
- Grants and Funding Personnel

Other responsibilities included, but were not limited to:

- Coordination with City, County, and State Officials in the coordination, cooperation, and approval processes required to construct public school projects
- Developed, implemented and executed project delivery strategy
- Conducted and lead workshops with stakeholder groups
- Prioritized, prepared progress reports, and implemented program and project level policy
- Reviewed and evaluated project team's performance, and set the standard for excellence.

Pacifica Services, Inc. – Senior Project Manager

Firm was a construction management company located in Pasadena, CA serving several school districts in Southern California; managing multiple elementary and high school projects from design stage through contract close-out. During design stage, Mr. Phillips' primary responsibility was to provide a product that embraced the needs of the School District while staying within budgetary constraints. Tasks involved design management, performing constructability reviews, preparing bid packages, review of specifications, chairing meetings with the District and the Architects, conducting administrative and management functions to ensure a quality project.

During the Construction period, responsibilities include management of the General Contractor, coordination with the Architectural team,



DALE PHILLIPS

Construction Manager

management team, and the Owner, administrating all contract matters,

PROFESSIONAL EXPERIENCE

(Continued)

chairing weekly construction meetings, keeping faculty and staff informed, coordinating field operations, and keeping contract changes to a minimum and fairly priced.

Oklahoma City Community College – Construction Manager

Prime responsibility: To ensure all development and construction projects were completed by contractors on time, within budget, and completed according to plans, specifications, and contract documents. Mr. Phillips received commendation for service above and beyond job requirements.

A sampling of duties in this position included:

- Writing specifications
- Reviewing payment application & submittals
- Approving or rejecting Change Order requests
- Reviewing construction schedules
- Establishing quality controls, inspections, and testing
- Designing systems for official records, logs, and documentation for projects
- Established Construction Management procedures
- Supervised construction activities and made job inspections
- Conducted weekly meetings with the General Contractor, Architects, Engineers & Consultants.

PROJECT LIST:

- * Library and Main Building Remodel Project, \$8,300,000.00
- * A.C. DELCO Building-This most recent project was completed on time, within original budget, and without a Change Order, while concurrently worked on three other major projects. \$350,000.00
- * Physical Plant Storage Building, \$875,000.00

DPC, Inc. – Chief Executive Office / Principal

General Contracting, Development, and Contract Administration Company. Builders of Residential and Multi-family Projects ranging in cost from \$895,000 to \$1,625,000

- Engaged in Commercial/Retail Consulting on broad range of construction concerns with Contractors, Owners and Developers in California, Texas, Nevada and Florida.
- Renovated dozens of single family properties in Los Angeles, and Orange Counties.

Peck/Jones Construction Corporation – Project Manager

Responsible for projects ranging in cost from \$5,700,000 to \$9,310,000. Client List Assigned To: Glendale Fed Corp. – Cedars Sinai Hospital – Exxon Oil.



BARBARA MAUER

Scheduler

EDUCATION

Course work in Construction Management, Eastfield College, Mesquite, Texas 1989-1991

GENERAL

Ms. Mauer Has over Twenty years experience in Scheduling, Cost Analysis, Estimating, and Management within engineering, construction, and technical environments. She possesses a strong working knowledge of several Scheduling software applications, including PRIMAVERA, MS PROJECT, and SURETRAK.

EMPLOYMENT HISTORY

Scheduling Engineer

CMTS Inc, Dallas, Texas 2001- present

Ms. Mauer is currently providing scheduling support for various projects around the DFW metroplex. She was previously on of the Schedulers for the Automated People Mover project at DFW International Airport. Her responsibilities included the review, monitoring and updating of contractor and Sub-Con tractor CPM schedules. These duties include the evaluation of construction progress and advising the owner of critical schedule issues and impacts to the revenue service milestones. She had regular interaction with engineers, resident construction managers, contractors, and owners.

Scheduling Engineer

Parsons Brinckerhoff, Dallas, Texas (2000-2001)

Ms. Mauer worked as a Scheduling Engineer to the Trinity Rail Express (TRE) Project in Fort Worth, Texas.

Her responsibilities include the review and monitoring of contractor CPM schedules. These duties include the evaluation of construction progress and advising the owner of critical schedule issues and impacts to the revenue service milestones. This job involved the interface with engineers, resident construction managers, contractors, and owners. The software applications that are utilized include PRIMAVERA, SURETRAK, EXCEL, MICROSOFT WORD AND GROUPWISE

Scheduling Engineer

Self Employed, Dallas, Texas (1997-2000)

Ms. Mauer provided contract cost and scheduling expertise for miscellaneous construction and design projects in the DFW Area. Her assignments included the development, implementation, and maintenance of integrated project schedules. She also evaluated contractor delay claims, provided contract change estimates, reported earned value progress for designer invoicing approval, developed workaround plans, identified and analyzed project schedule delays and cost over-runs. The Software applications utilized included PRIMAVERA, SURETRAK, MS PROJECT 98, and EXCEL.

Owner

Christian Craftsman Construction, Mesquite, Texas, (1980-1997)

Ms. Mauer was the Owner of a light commercial and residential construction company. Duties and responsibilities included supervising construction crews, scheduling construction projects, estimating construction materials and labor costs, contract negotiations, reviewing subcontractor estimates, initiating cost reduction procedures, developing workaround plans, payroll and tax preparation, and general office administration.



EDUCATION

Associate of Arts - Business
Administrative / Cost Accounting - Sauk
Valley College

CREDENTIALS

- DOE "L" Clearance -
Commonwealth Edison nuclear
security clearances.
- Classes - Construction
Management/Blue Print Reading
- Primavera Courses
- Microsoft Software Training
- PMI Certified – (in the process of
being certified)
- 40 OSHA, Radworker II, Hazwop

Project Control Management Coordinator/Senior Level Cost Scheduling Engineer with over 18 years experience. My work history includes; planning, scheduling, cost engineering, estimating and contract administration. Projects involved construction, Dept. of Energy (DOE) CFB plant, commercial electrical, nuclear power plants, highway/bridge, environmental, hazardous waste, D&D requirements, and US Army Corp experience. Types of contracts varied from fixed fee, force account, to cost plus. Areas of expertise include planning scheduling, cost control, engineering support, spreadsheets, scribing, cost estimating, payroll, work breakdown structures, writing construction specifications, purchasing, creating and maintaining databases, document control, word processing equipment and applications.

PROJECT HISTORY

Consultant

11/06 – Present

Assisting several companies in creating master schedules. Created master schedules that were fully cost/resource loaded for two casino projects in Nevada. Wynn Encore and Fountaine Bleau. Each project had over 25,000 activities. Weekly/monthly review meetings. Met with several contractors to help them create their portion of the schedule and then incorporated their schedules into the master schedule. Evaluated critical path, man-hours vs. cost codes on a weekly basis.

Project Controls Manager – Polk County

*Ace Consulting Services (Consultant) – URS/Polk County
(07/06-11/06)*

Creating schedules for five counties surrounding Polk County (approx. 600 projects). Schedules consist of transportation and water/sewer facilities. Schedules are cost loaded. I am meeting with the subcontractors and creating their schedules which will rollup into the Master Schedule. Attend weekly meeting and training URS employees how to maintain their schedules. Cost and schedule variance analysis being done monthly with a monthly presentation to Polk County. Writing Project Controls Procedures for the departments to help them get the paper flow going in the right direction. Set up Expedition on their network to track change orders, cost, budgets, and invoices.

**Senior Project Controls Engineer - Northside Generating Station –
CFB Plant**

Ace Consulting Services (Consultant) – JEA (6/03 - 6/06)

Created schedules for Unit 2 & 3 JEA Outages – Siemens

Track daily progress for Siemens Turbine work and Foster Wheeler's Boiler work, plus all Operations/Maintenance/Projects for JEA. This was a fast paced critical project with a lot of coordination between vendors, contractors and limited time constraint for crane usage. Resource/cost loaded schedule and incorporate all change notices into schedule to show variance impact. Create schedules to maintain/track the status of JEA Power Plant/outages using P3e. Oversee projects to ensure efficient use of manpower and control cost. Status schedules weekly/monthly and create cost graphs/reports to Management. Analyze JEA schedules to ensure they are being monitored correctly thru Target Smart for Quality Assurance purposes and perform work in a timely manner.

PROJECT HISTORY

(continued)

The Stellar Group

Work with Project Managers to create their master schedule for the Dubai Palm and Trunk Projects. (5 Chiller Skids that were fabricated in US and shipped overseas to Dubai. Flew to Dubai and met with client to create master schedule and meet with contractors. Baselined schedule and incorporated all time delivery delays. Created reports for the PM to track his cost/resource variances and percent complete. On call for any project updating or problems.

Merlin Project

Created one master schedule for the Merlin Project which consisted of 5 homes in Nevada that were 20,000 square feet each; set up schedule to reflect all craft personnel could coordinate work in a timely manner. Set up earn value reports every two weeks and status schedule from Florida and flying to Nevada once a month for a routine walk-down of the project.

Link Technologies/ADT – Nevada

Created numerous schedules for several different projects throughout Las Vegas consisting of Nellis Air Force Base, road construction, casinos, environmental work and VA hospital. All schedules are cost/resource loaded and monthly variance reports are submitted to client.

Bechtel / COGEMA - Yucca Mountain Project

Created Engineering Design schedules for current and outyear projects for Bechtel/COGEMA; fully cost/resource loaded. Baselined schedules and performed worst case scenario analysis on all projects. Monthly cost/schedule reporting to DOE.

NDOT – I215/I515 Interchange – Henderson Bowl

Created preliminary schedule for I215/I515 highway/bridge project for NDOT; 13 bridges & on-off ramps, 3500 activities, resource loaded schedule.

Bechtel Nevada

Supervised 6 project controls engineers in the Waste Management Dept. Responsible for overseeing project schedules which were fully cost/resource loaded. Worked closely with Project Managers and Engineers to ensure efficient use of resources and provided long-range strategic planning and analyzed and evaluated schedules on a monthly basis. Responsible for change control activities and earned value analysis and participated in development of contract special conditions regarding contractor schedule requirements. COBRA and Primavera was interfaced for cost tracking purposes and prepared monthly/quarterly progress reports for management. Created demolition/soil remediation schedules and tracked daily status. Conducted daily walk-downs of the project to report building demolition and soil remediation progress and interfaced Access and P3 to track cost, (Internal and Revenue) PO's and Change Notices. Download activities to show cost and schedule variances in Excel. Attended daily meetings and coordinated activities in the field.



PROJECT HISTORY
(continued)

Project Control Consultant - Planner/Scheduler - Project Coordinator/Senior Scheduler

Rocky Flats / Denver Federal Center – US Military - Halliburton NUS Corporation and others (1982 -3/00)

Created schedules for Environmental and Remediation Projects, used Primavera to create a multi million dollar billing schedule (13,000 activities) to report potential impacts to schedule & prepare mitigation plans and what if scenarios. Created a 10,000 activity schedule that was fully cost/resource loaded, reviewed critical path, logic ties, constraints, milestones, and codes on the Closure Project Baseline 2006 schedule. Developed guidelines for onsite P3 scheduling, performed Monte Carlo on 2006 schedule to reflect worst case scenario and schedule impact and wrote Integrated Work Control Packages. Interfaced with 11-Unit Process Teams to determine cost estimates, goals, installation, and requirements, created template for bid packages and sent out bid proposals to vendors and reviewed supplier proposals to determine compliance to terms and conditions. Daily contact with several vendors to order equipment, ensure delivery and expedite items to meet our deadlines. Created timelines, schedules, reports etc. for the management teams, created a P.O. /vendor database tracking system for projects including qualifying vendors and ensuring proper P.O. procedure was followed and invoicing was documented accordingly. Wrote Operating & Maintenance procedures for entire projects including equipment identification tagging.

PCA – Oct. 1997 - Jan. 1999 Rocky Flats

Cost/Scheduling Engineer - Project Controls

Scheduled and tracked activities for Bldg. 707 Ash & Dry Residue Projects. Assisted in integrating different building schedules into one schedule that rolled up into the Closure Project Baseline schedule. Schedules were fully cost and resource loaded which downloaded into the "BEST" system. Attended meetings with project management to report daily status and monthly cost variances. Coordinated activities with all department leads and expedited where needed.

Stone & Webster – March 1997 – Oct. 1997 Rocky Flats

Cost Scheduling Engineer

Using Primavera tracking engineering and construction schedules. Loading man-hours and cost into schedule; including monthly accruals and projections. Task Order Budget vs. Actual. Created database for tracking several projects for multiple personnel to utilize. Daily contact with field & management personnel to expedite project and resolve problems.

Rapley Engineering Services Inc. – Feb. 1994 – March 1997

Robinson Brick Company - Project Coordinator/Senior Scheduler

As Project Coordinator/Senior Scheduler interfaced with several Unit Process Teams (11) to determine cost estimates, goals, installation, and requirements for BrickTrek Project. Created template for bid packages and sent out bid proposals to vendors. Reviewed supplier proposals to determine compliance to terms and conditions. Daily contact with several vendors to order equipment, ensure delivery and expedite items to meet



PROJECT HISTORY
(continued)

our deadlines. Created timelines, schedules, reports etc. for the management team. Created a P.O. /vendor database tracking system for BrickTrek; this included qualifying vendors and ensuring proper P.O. procedure was followed and invoicing was documented accordingly. Wrote Operating & Maintenance procedures for entire BrickTrek Project; including equipment identification tagging. Gantt Charts, schedules, and tracking progress were created in Projects 4.0. Started integrating ISO 9000 into Robinson Brick Company. Maintained entire document control for the project.

Rapley Engineering
Project Management Specialist

Using Projects 4.0, Project Workbench, & SureTrak created projected and current schedules for project management. Traveled to several oil/gas refineries and performed Process Hazard Analyses (PHAs) per OSHA 29CFR. Performed Scribe Engineering duties which included updating plant operational and maintenance procedures, drawings, creating a final report for the client for future reference and ensuring all codes and regulations were discussed and/or met.

Johnsons Engineering - Rocky Flats - May 1993 - July 1993
Project Management Specialist/Industrial Engineer Level IV

Provide assistance for systems engineering support for processing low-level mixed waste. Determine construction and procedure requirements for process and equipment outage plans. Assigned to monitor and schedule the corrosion analysis and life cycle expectancy/cost comparison activities for the vapor bodies. Collect data from Materials & Surface Technology, Liquid Waste Operations, Metrology, and Health & Safety departments to perform the corrosion analyses studies. Working knowledge of RCRA regulations, D&D requirements, QA procedures, and Rocky Flats confined-space entry procedures. Coordinated and implemented Integrated Work Control Package (IWCP).

Tad Technical Services - Rocky Flats - May 1992 - April 1993
Industrial Engineer/Level III/IV

As Industrial Engineer, provided systems engineering support for waste process, and environmental restoration activities at Rocky Flats Plant in accordance with DOE Orders. Assigned to coordinate Bids, Evaluations and Purchase Requests for GFE (Government Furnished Equipment). Prepared construction specifications for Bldg. 374 and incorporated and resolved comment/resolution discrepancies. Completed Design Review Records (DRR) for Title II Phase I. Coordinated Quality Verification Plan with FQE. Assisted in Work Breakdown Structure (WBS). Reviewed record approvals, and assisted in preparing estimates of equipment stripout waste volume, and preparing acceptable procedures for saving all project documents, and coordinated engineering design reviews.

Halliburton NUS Corporation - Rocky Flats Oct. 1990 - Sept. 1991 -
Procedure Scheduling & Tracking Coordinator

Responsible for operating and maintaining computer system for the Performance Assurance Procedure Group (PAPG). Monitored the administration and use of the software applications.



PROJECT HISTORY
(continued)

Responsibilities included developing a tracking mechanism for DOE startup procedures in Access, and ensuring data security. Schedules were developed to allow multiple levels of sorting and overall procedure forecasting completion dates. Interfaced with multiple support personnel. Daily activities included schedule status; excel spreadsheets, charts, graphs and word processing.

NUS Corporation - Dresden Nuclear Station (Com Ed) – Aug. 1988 – Oct. 1990 - Promoted and Relocated to Denver Colorado

On-Site Project Scheduler/Administrator

Performed administrative duties to the Radwaste Upgrade Project at the Dresden Nuclear Station. Responsible for preparing schedules for the Radwaste Upgrade Project. Schedules included radiological exposure, limited work space area, and funding restraints. Updated project schedule on a weekly basis as well as production, manpower, exposure and overall job progress. Responsibilities included developing databases on IBM PC, development of spreadsheets, document control, typing, inputting data on a routine basis, and maintenance of documentation to ensure compliance with NUS Engineering Division Procedures & Project Specific Procedures. Reviewed supplier proposals to determine compliance with terms and conditions. Negotiated with supplier's quantity, quality, and delivery schedule dates. Followed-up and expedited contracts to assure conformance to contract delivery schedules. Executed standard purchase orders. Maintained daily communication with Project Management in the home office to develop and process Project Station reports.

William A. Pope Dresden Nuclear Station (Commonwealth Edison) April 1988 – August 1988 - On-Site Project Scheduler

Set up and coordinate Outage Schedule for Outage 2 & 3 which included tracking a mechanism for 180 work points in the plant and completion dates. Job included daily reports/status to Project Manager and weekly reports to CEC Co Manager of Project and Construction Services (PACS). Created Work Control Package as needed.



EDUCATION

- M.S., Civil Engineering, University of Colorado, Boulder, Colorado
- B.S., Civil Engineering, University of Bangalore, India

RELEVANT EXPERIENCE

- Civil Engineer
- ACI Concrete Construction Inspection
- Public Works Constr. & Inspection
- Airport Pavement Construction (Denver Int'l Airport Authority)

PROFESSIONAL EXPERIENCE

Owners Authorized Representative/Project Manager

Los Angeles Unified School District, New Construction Program (CMTS, 2003-present)

Mr. Chalya is currently providing construction management services as an Owner's Authorized Representative for the LAUSD New Construction Program. He plans, organizes, monitors, coordinates, and reports the project activities, attends bid evaluation meetings, and performs construction/contract administration. He monitors project budget and schedule, analyses value engineering proposals with the contractor. He co-ordinates with several public and utility agencies (DSA, City of Los Angeles, DWP, Edison, Gas Company, SBC, ComCast) during the design and construction phase. He monitors and coordinates in-house inspections during construction. Assists LAUSD Community Group during community meetings and presentations.

Senior Construction Manager/Design Manager

Los Angeles Unified School District, District K Project Management (CMTS, 1999-2003)

Mr. Chalya's responsibilities included constructability and design compliance review of all design documents (drawings and specifications) for the 59 Safety and Technology Projects valued at \$60 million at District K. He planned, monitored, and executed design management schedules for the projects. He managed design engineers, asbestos and lead abatement consultants. He also prepared bid documents and coordinated with Facilities Contracts Administration in advertising the projects, conducted pre-bid meetings and site visits, evaluated bids and made recommendations for award of contract to the responsible bidder.

Construction Engineer/Manager - Structures

Port of Los Angeles Infrastructure Construction (CMTS, 1997-1999)

Mr. Chalya oversaw and coordinated work of field engineers, material testing personnel, schedulers, and cost and project control engineers for a \$30 million construction of an intermodal facility. His responsibilities included reviewing and approving technical and general submittals for contractor baseline and monthly progress schedules, shop drawings, material approvals, change order processing and cost negotiations. He managed contract administration, and the monitoring and inspection of construction activities.

Field Office Engineer

Denver International Airport (CMTS, 1993-1995)

Mr. Chalya's responsibilities included managing, administering, coordinating, and implementing a quality assurance program to monitor, verify and document the work performed by the contractor for contract compliance with Federal Aviation Authority Specifications for two contracts worth \$50 million.



PROFESSIONAL EXPERIENCE

(continued)

Major construction included runways, aircraft parking ramps, taxiways and service roads for two concourses, drainage structures for the airfields, airfield lighting systems installation which included underground electrical ducts, taxiway and runway centerline, and edge lights. Mr. Chalya managed activities and work of several civil and electrical inspectors. Office engineering duties included review of contract drawings and specifications, ensure compliance, processing of changes, review of contractor schedules, contractor cost estimates, technical submittals, Requests for Information (RFI) and Requests for Changes (RFC). He also reviewed and processed monthly progress payments, reviewed and maintained as-built drawings.

Field Engineer

*Bangalore County Airport Hangar
Parking Structure, and Administration Buildings*

Mr. Chalya's responsibilities included coordination, scheduling, and supervision of labor, materials and equipment for the construction of a county airport airfield and support buildings (reinforced concrete framed) including a parking structure, and an administrative building. He implemented quality control of concrete and asphalt aprons, earthwork, soil stabilization, installation of mechanical and electrical systems and troubleshooting of such systems. He also prepared technical and general reports and assisted the Project Manager in engineering and administrative matters.

Assistant Resident Engineer

Metro Pasadena Blue Line Light Rail

As Assistant Resident Engineer, Mr. Chalya managed the \$20 million Metro Light Rail Project along the Pasadena Blue Line. His responsibilities included managing, administering, coordinating and inspecting the retrofit of thirteen steel and concrete bridges, construction of two cast-in-place post tensioned reinforced concrete bridges, and one pre-cast, post tensioned reinforced concrete bridge. He administered completion of contracts in conformance with plans, specifications, and approved schedules within budget. His duties also included coordination and oversight of bridge inspectors, material testers, project control engineers and administrative personnel. He served as the primary point of contact with the contractor for coordination of all matters with public agencies and with the Owner.



DAVID GONZALES

Construction Manager

EDUCATION

Citrus Belt Law School & Newport University

- Juris Doctor in Law
- Bachelor of Science in Law

REGISTRATIONS

▪ State Bar of California, California Contractor' State Licenses:

- * C-16 Fire Sprinkler Engineering and Installation
- * C-20 Heating, Ventilation, & Air Conditioning
- * C-36 Plumbing and Pipefitting

OTHER RELATED WORK

EXPERIENCE

From 1996 to 1997 was employed to assisted PHCC and Tulare County in establishing a state approved plumbing apprenticeship program.

From 1997 to 1998 was employed to be a plumbing instructor for ABC apprenticeship program. Employment was through San Diego Community College and being taught at a remote site located in Hesperia, CA.

PROJECT EXPERIENCE

CMTS, Inc. (2001-present)

Since 2002, Mr. Gonzales has been assigned as an Owner's Representative on the Los Angeles Unified School District's New Construction Program.

Currently Mr. Gonzales is working towards completion of the 4th Street Primary Center, a new construction project, for the Los Angeles Unified School District. His responsibilities include preparing bid documents, working with Real Estate personnel to secure titles to property, and working with utilities to relocate existing utility lines, along with general Construction Management duties. Mr. Gonzales also handles the review of schedules and recovery time with contractors, change orders and works on design with the Architect on a daily basis.

From 2003 to 2004 Mr. Gonzales provided construction management services as an Owner's Authorized Representative for the LAUSD New Construction Program at the Stanford Primary Center, Los Angeles. He was responsible for planning, organizing, monitoring, coordinating, and reporting the project activities, attending bid evaluation meetings, and performing construction/contract administration. He also monitored project budget and schedule, analyses value engineering proposals with the contractor

From 2001 to 2002 Mr. Gonzales served as a Construction Manager for several projects within the Los Angeles Unified School District K. The type of projects he managed were earthquake damage repairs, structural mitigation, modernization of facilities, safety & technology, fire alarm upgrades, and air conditioning.

Alpha Mechanical (2000-2001)

As a Project Manager, Mr. Gonzales managed the estimating and installations for fire sprinkler, plumbing, HVAC, and controls for several elementary, and high schools throughout Southern California.

Southwest Engineering (1998-2000)

As a Construction Contract Claims Manager, Mr. Gonzales drafted and presented claims for negotiations and settlement. Other duties were to take over the Project Management for each project that would go into claim. For miscellaneous lawsuits and legal work my position would be to act as in-house legal counsel. Types of projects were Hospital seismic upgrades, New City Yards and Historical building restorations.

Sherwood Mechanical (1992-1998)

Mr. Gonzales was assigned as a Project Manger for several projects. Duties included estimating, purchasing, tracking, job costs, scheduling, detailing shop drawings, negotiate new contracts and prepared construction claims. Projects managed were hospitals, state and federal prisons, reclamation plants and water filtration plants.

S.J. Amoroso Construction (1990-1992)

Mr. Gonzales served as a Project Manager, overseeing the plumbing and pipefitting operations of several projects. The types of projects were the university dormitories, LAUSD skill center.



DAVID GONZALES

Construction Manager

AM Mechanical (1988-1990)

Mr. Gonzales was the Vice President of Operations and Construction of this firm. His managerial duties were to oversee all operations, estimating, engineering and project managing for air conditioning, controls, plumbing, pipefitting, and fire sprinklers. Projects included hotels, schools, laboratories, and hospitals.

Ciara Corp. (1984-1988)

Mr. Gonzales served as Vice President of Construction of this firm. His managerial duties were to oversee all operations, estimating, engineering and project managing for air conditioning, controls, plumbing, pipefitting, and fire sprinklers. Projects included hotels, hospitals, office buildings.

C. TONY MARSHALL

Mechanical Design Review and Training

EDUCATION

Master of Management— University of Southern California, 1991

Bachelor of Science, Mechanical Engineering—Texas A&M University, 1982

BACKGROUND

Mr. Marshall has more than 18 years experience in evaluating, planning design, construction and construction management of mechanical and related fields. His expertise encompasses preparation of construction documents, cost estimates, trouble shooting defective systems, and project scope identifications. Mr. Marshall's field of expertise includes HVAC, plumbing, steam supply and distribution, and automatic controls. Mr. Marshall has a comprehensive background in consulting engineering, both as a staff engineer on a design team and as a lead engineer being fully responsible for complex multi-million dollar projects.

EXPERIENCE

Houston Community College- Child Development Center, Houston, TX: Complete Mechanical, Electrical and Plumbing renovation of the 80,000-sq. ft. facility for use as an Educational Development Center for children. Total cost \$1,000,000.

Texas Southern University- New School of Public Affairs Building, Houston, Texas: Mechanical, Electrical, and Plumbing engineering for an 82,000-sq. ft. classroom/office complex. Total cost \$15,000,000.

Texas Southern University- Lanier East & West Dormitory, Houston, Texas: Complete Mechanical, Electrical, and Plumbing design including new information technology network. Redesign of chilled/hot water Hydraulic Systems. TSU's Lanier West Dormitory complete HVAC, Piping, and Hydraulic design to upgrade their existing utility systems. Total Cost \$750,000.

Texas Southern University- Sterling Student Center, Houston, Texas: Complete Mechanical, Electrical, and Plumbing renovation of 100,000-sq. ft. student center building. Total Cost \$6,500,000.

Texas Southern University- Steam/Condensate System Upgrade, Houston, Texas: Mechanical design for 55lb. Steam generator and distribution system. Scope included revamp of campus-wide condensate collection system. Total cost \$1,700,000.

Angelo State University- Student Dining Hall, San Angelo, Texas: Complete Mechanical, Electrical and Plumbing demolition and design of student dining hall including branded food concepts. Total cost \$13,000,000.

AMANDA MARSHALL-GUILLORY

Mechanical Design Review

EDUCATION

Bachelor of Science—Texas A&M University, 2002

BACKGROUND

Ms. Guillory has more than 9 years of experience in mechanical, electrical and plumbing design. She has served as project manager for several educational projects and has vast knowledge of HVAC systems.

EXPERIENCE

Texas Southern University- New School of Public Affairs Building- Houston, Texas: Complete Mechanical, Electrical, Plumbing design and engineering for a four-story 82,000-square foot classrooms, laboratory and office complex. Total cost \$15,000,000.

Houston Community College- Child Development Center- Houston, Texas: Complete mechanical electrical, plumbing renovation of a two-story 80,000-square foot facility to be used as an Educational Development Center. The building contains age-appropriate classrooms, court yard, nurse station, outdoor play area, teachers lounge, observation rooms in each classroom, kitchen, offices, restrooms, storage areas and mechanical room. Total cost \$1,000,000.

Quail Run Community Center, Houston, Texas: Mechanical, Electrical and Plumbing design for a 10,000-square foot multipurpose community center. Total cost \$750,000.

Texas State University- Jones Hall Renovation- San Marcos, Texas: Complete mechanical, electrical, plumbing demolition and redesign for a 15,500-square foot dining hall and a 5,000-sq. ft. kitchen. Total cost \$2,500,000.

IAH Slight Station 6 Apron Remodel- Houston, Texas: Mechanical Electrical and Plumbing renovation of crew and support facilities for Continental Airlines at Terminal "A", Bush IAH. Total cost \$6,000,000.

Texas Southern University- Sterling Student Center, Houston, Texas: Complete Mechanical, Electrical, and Plumbing renovation of 100,000-square foot student center building. Total Cost \$6,500,000.

Walnut Bend Elementary School- Houston, Texas: Provided Mechanical, Electrical, and Plumbing engineering and design Services for the new 80,00-square foot elementary school. MEC responsibilities included project management, engineering coordination, and LEED Certification for all design and construction phases. Total cost \$9,200,000.



Professional Profile

Mr. Boutte has over 10 years of experience in project management, ranging from government services to private services and managed projects with staff ranging from 50 personnel all the way up to 300 personnel in various projects all over southeast United States. He has coordinated efforts across multiple projects sites ensuring compliance with public health and environmental standards, and implementing emergency remediation services where deemed necessary. Mr. Boutte led the Hurricane Quality Assurance Team dealing with roofing repairs and debris removal inspection services, coordinated the training and had 125 inspectors ready for deployment within 24 hours. Mr. Boutte managed and ran this project 12 hours a day, 7 days a weeks for more than six months. This project was recognized by the Corps for meeting Stafford Act requirements. Mr. Boutte is also affiliated and trained with the following:

- National Environmental Health Association
- Risk Assessment and Policy Association
- National Air Duct Cleaners Association
- National Advisory Committee for EPA IAQ Guidance, Member
- American Public Health Association
- Indoor Air Quality Association, Charter Member
- 40-Hour and 8-hour OSHA Hazardous Waste Site Training per 29 CFR 1910.120 Qualifications

Professional Accomplishments

Project Manager, Chemical Manufacturing Plant Decommissioning

Baton Rouge, LA

- Brownfields project manager: decommissioning former chemical manufacturing plant for subsequent use as office space.
- Project included dismantlement and closure of four large aboveground storage tank farms; demolition of numerous onsite structures; and segregation, characterization, and waste management of demolition debris and excavated materials.
- Provided Facility Decommissioning Plan prior to the commencement of site activities. Incorporated the process concurrent with site demolition/renovation to obtain a release of liability for historical impact through the use of a Buyer/Seller agreement.

Program Manager, Major Oil Corporation Statewide Portfolio

- Program manager for major oil corporation statewide portfolio (80+ project site locations) of retail service station and bulk fuel storage terminal projects located throughout the State of Pennsylvania.
- Comprised site projects in all phases of regulatory compliance, including 10 remediation sites which incorporated the use of high vacuum extraction (HVAC), soil vapor extraction (SVE), groundwater pump and treat, and liquid phase hydrocarbon (LPH) recovery systems to address subsurface hydrocarbon plumes.
- Approximately 60 project site locations undergoing quarterly groundwater monitoring for subsequent attainment of a closure standard; preparation of site specific risk assessments using fate and transport analysis and statistical analysis of current and historical soil/groundwater data to petition for site closure; completion of subsurface hydro geologic investigations and environmental assessments of all real estate acquisition and divestment properties.
- Preparation of comprehensive submission packages for releases and remediation activities subject to reimbursement.

Project Manager, Petroleum Release Remediation Project

Hattiesburg, MS

- Project Manager for petroleum hydrocarbon release at retail service station located in Hattiesburg, MS.
- Release occurred adjacent to subsurface subway tunnel and infiltrated through concrete wall and base of subway tunnel, creating a potentially explosive atmosphere.

- Emergency remediation activities were implemented that included the installation of two separate systems – (1) a soil vapor extraction system to address subsurface soil conditions and extract explosive vapors from the subway atmosphere; and (2) a dual phase extraction system to simultaneously extract and treat groundwater/product and vapor from the site subsurface. Daily monitoring (both onsite and via remote data logger) of subway tunnel atmosphere conditions was conducted.
- The site received 100% funding eligibility and reimbursement under the USTIF program.

Principal, Hurricane Rita Quality Assurance Team

Beaumont, TX (and 17 additional SE Texas counties)

- Head up 300-person team to provide Quality Assurance services for roofing repairs and debris removal inspection services for counties impacted by Hurricane Rita. Within 40 hours of contract award, we had 50 people on ground on a Saturday.
- Recognized by Corps for meeting Stafford Act requirements.
- Managed project that ran 12-hour days, 7 days a weeks for more than six months.

Education

Master of Public Health, Environmental Health	Tulane University, New Orleans, LA	1997
Bachelor of Arts, Political Science	Lamar University, Beaumont, TX	1994



RELEVANT EXPERIENCE (PARTIAL LIST):

Mr. Whiles possess over 20 years of construction, development, managerial training and financial analysis experience in high volume, deadline oriented environments. This unique blend of construction, management and finance greatly enhances Mr. Whiles' ability to efficiently and effectively deliver new developments, technical services and capital improvements. He has also spent multiple years in customer relations/sales, contract management, financial analysis, general accounting, and employee training and evaluation. Mr. Whiles' leadership and relationship management skills are further supported by strong quantitative, analytical, and negotiating skills.

Highlighted Projects:

◆ Skirvin Hilton, Oklahoma City, OK	
- Project Director	\$56,000,000
◆ USACE, Fort Riley, KS	
- Design-Build - Child Development Center	\$5,800,000
◆ USACE, Fort Sill, OK	
- Design-Build - Unit Mvmts Facility	\$4,423,172
◆ American Airlines	
- Hangar 5 Bay "C" Modifications	\$3,092,314
◆ INTEGRIS Grove General Hospital	
- Grove Ambulatory Care Center	\$5,360,476
◆ Sur La Table Program Management (Retail Tenant-Finish)	
- Pentagon Row, Arlington, VA	\$1,035,000
- Chevy Chase, Washington, DC	\$540,000
- Manhasset, Manhasset NY	\$938,000
◆ Round Rock ISD	
-Project Manager	
-Canyon Creek Elementary	\$5,144,579
-C. D. Fulkes Middle School	\$6,221,448
-Great Oaks Elementary	\$6,290,592
-Westwood High School	\$4,001,730
◆ Lackland AFB Military Housing, Phase 1	\$37,759,594

Director of Construction; Marcus Hotels & Resorts, Milwaukee, WI

Responsible for capital improvements of owned-hotel portfolio. Coordination of project programming, historical restoration from financial entitlement to property commissioning. Project utilized complicated financial structure incorporating historic tax credits, new market tax credits, HUD Section 108 and Public Grants.

President; DevCon Alliance, Inc., Austin, TX

Established in January 2005 as Development and Construction Management consultant. Assist clients in preparing and monitoring project budgets and financial projections; conducting project due diligence; conducting design evaluations and value analysis; establishing job cost controls, contract management; and coordination and monitoring of project schedules. Manage and maintain client relationships.

Vice President; Faulkner USA, Inc., Austin, TX

Performed due diligence and project entitlement on multiple hospitality, correctional and military housing development opportunities throughout the United States. Prepared detailed operating and financial projections. Conducted presentations to municipalities in public forum. Negotiated project deal terms. Experience with historical and new market tax credits and various other forms of public incentive and economic development programs. Prepared development critical path scheduling and conceptual project estimates. Developed extensive network of industry consultants.

Project Manager; Manhattan Construction Company, Tulsa, OK

Perform Estimating & Bid Controls, Subcontract Scopes and Buy-outs, Project Budgeting, and Critical Path Scheduling. Served as primary interface with Owner/Architect. Responsible for project staffing, budget/fee management, documentation, and financial reporting. Assigned responsibility for projects in crisis and managed to completion/improvement.

Project Manager; Landmark Organization, Inc., Austin, TX

On site manager of multi-million dollar projects. Responsible for budgeting, contract buy-outs, and critical path scheduling. Served as liaison to local Municipal Authorities, State Transportation Department, and Utility Services on development issues. Coordinated value engineering with Design Team on Design-Build contracts. Managed project permitting and entitlement process.

Project Manager; TECOM Construction, Inc., Austin, TX

Advanced from Assistant Superintendent to Project Manager within two and one-half years of employment. Assumed financially distressed projects and managed to or near completion. Instituted financial controls on project costs/billings. Primary interface with Owner/Architects. Conducted Sub-Contractor site meetings. Prepared RFP estimates. Negotiated Sub-Contract/Major P.O. agreements. Review and process submittals. Proficient in Primavera Sure-Trak II scheduling program and Timberline Gold Construction Accounting System.

**E-6 Staff Sergeant; Company B/1st Battalion/179th Infantry/45th Brigade;
Military US Army National Guard, Sapulpa, OK**

Served as Section Leader supervising two 4-person squads. Received and implemented leadership training. Conducted platoon readiness training. One of five honor graduates of Army's Primary Leadership Development Course from class of 160. Received Sergeant Major's Leadership Award in July 1986 for outstanding leadership abilities recognized in the line of duty.

EDUCATION

BS, Business Administration, Oklahoma State University, Stillwater, OK, 1987



EXPERIENCE:

Mr. Craig possesses over 30 years of environmental, construction, development, managerial and technical service experience. This unique blend of experience greatly enhances Mr. Craig's ability to efficiently and effectively manage all aspects of each service group. He has also spent multiple years in customer relations, contract management, and employee training and evaluation showing leadership and relationship management skills.

HEALTHY RESOURCES ENTERPRISE, INC.

2005 TO PRESENT

Director of Environmental & Construction Services

Provide management for construction services, business development and environmental services by assuring multi-million dollar proposals, contracts, and project activities are adhered to by following various federal, state and local regulations and policy requirements. This position assists with short and long term planning, control and monitoring of scheduling and implementation, program and project development, budget review, and adherence. Accountable for maintaining all department records, monitoring of the department budgets and serving as point of contact for all department activities.

Operations Manager, USACE Rita Project, Beaumont, TX (and 17 additional SE Texas Counties)

Provided management and technical support for project development and implementation, including COE contract and procurement activities and policy requirements that ran 12-hour days, 7 days a weeks for almost one year. Accountable for maintaining all project records, monitoring of the project budget, project contracts, procurement, and serving as point of contact for project activities. Project: \$20MM.

BAYER CORPORATION

1965 TO 2002

Manager - Operations Support

Manage materials handling, purchasing, production planning, operations safety PSM training functions in a manner which ensures compliance with corporate policies and government regulations, and information technology department. Maintain costs by adhering to multi-million dollar budgets. Direct and assist in materials handling, negotiation/purchasing/procurement of products, equipment and services, production planning, safety and environmental support and training.

Manager - Production

Manage all Baypren production and plant operations at the Houston, Texas site. Ensure safety of personnel and plant. Practice sound, non-discriminatory personnel actions. Minimize production costs by adhering to a multi-million dollar budget, utility usage, raw material yield, headcount overtime, and maintenance costs.

Superintendent of Health, Environmental and Safety

Manage health and safety, security and medical functions for the Bayer Houston site. Direct and integrate guidelines and goals with Corporate, Federal and State programs, policies and regulatory mandates. Supervise plant nurse, industrial hygienist, safety specialist/trainer, and fire marshal. Manage and direct site programs in safety, health, medical and fire protection at multiple sites (Texas, New Jersey and Minnesota), that includes safety training, investigation, emergency planning, and emergency response.

Production Supervisor

Plan and supervise the Baypren production personnel and operation of the unit in the safest and most efficient manner. Maintain clear and detailed records of all procedures. Monitor and control schedules, time, costs, yield, and inventories for accounting purposes. Establish priorities, equipment needs, raw material flow, labor requirements, and production rates for around the clock operation to maintain inventory levels.

Plant Operator

Qualified to work in all areas of plant and responsible for optimization of production; including both volume and quality. Perform all duties in a safe and responsible manner using good housekeeping standards.

SAN JACINTO COLLEGE

1982 TO 1992

Instructor:

Instruct management, supervision and defensive driving courses
San Jacinto College, Houston, Texas.

EDUCATION

Southwest Texas University, Occupational Education
Occupational Safety and Health Technical Certification, San Jacinto College

AFFILIATIONS, TRAINING AND DEVELOPMENT:

Fisher Process Computer Program
Golden Triangle Business Roundtable
Texas Safety Association
American Society of Safety Engineers
National Safety Council
Texas Chemical Council
Channel Industrial Mutual Aid
Houston Chamber of Commerce Safety Division
Gulf Coast Training Director Group
American Society of Training & Development

James Harvey, P.E.
Sr. Design Engineer
HRE, Inc.



EXPERIENCE:

Mr. Harvey has over 25 years of experience in engineering design, specializing as a Fire Protection Engineer. He has professional licenses in three key states. Mr. Harvey has developed countless firewater loop layout plans; established fire detection needs and easily calculates any fire-resistance coatings needs for beams and columns. He has extensive experience in fire sprinkler plan reviews, taking due care for both above ground and underground water systems. He has worked for both large and small corporate entities, while facilitating meetings with city and local officials. Mr. Harvey is skilled in managing teams, negotiating contracts, and ensuring top quality products and service for each client.

Senior Fire Protection Engineer (Petrochemical Industry); Houston, TX

- Motiva Port Arthur (New Plant)
- Chevron Ryton (Plant Expansion)/Trainer - Developed firewater loop layout plans and specifications and reviewed contractors design submittal for deluge protection. Performed hazard and risk analysis. Calculated the required fire-resistance coatings for beams and columns for use in hydrocarbon areas.

Mechanical, Electrical and Plumbing Design (Project Manager); ARK Engineer; Ft. Worth, Texas

- Plumbing Systems Designer and Project Manager (It's A Grind Coffee Shops) Frisco Texas, College Station, Texas, Maranatha Baptist Church, Dallas Texas. Meet with city code officials and architect to resolve concerns or conflicts with the project. Respond to contractors Request for Information. Complete and submit Com Check Energy Compliance Form.

Senior Fire Protection Engineer; City of Dallas; Dallas, TX

- Fire Sprinkler Plan Review– Reviewed underground firewater piping arrangement. Approved meter type and materials. Approved fire department connection location and piping arrangement. Determined criteria for occupancy in terms of density/area along with the appropriate hose stream requirements.
- Fire Alarm Plan Review –Calculate voltage drop for notification devices. Calculate battery power requirements for the alarm systems. Determine off-site monitoring requirements. Determine proper heat and smoke detectors spacing. Calculate minimum candela for strobe lights. Calculate minimum audibility of alarm devices.
- Fire Pump Acceptance Testing – Review and approve fire pump piping configuration. Witness and approve contractors fire pump testing. Perform graphical analysis of flow test results. Calculated the pump flow during test. Confirm that all piping arrangement and test procedures comply with NFPA 20.

Mechanical, Electrical and Plumbing Design (Project Manager); Shreveport, Louisiana

- Stoner Lift Station/Fire Station #13/Bill Cockrell Community Center - Negotiated contract terms and submitted pay request. Coordinated meetings between MEP team members and managed the quality control of the project. Designed hot and cold water, gas, roof drains, vent and waste systems.

EDUCATION:

- BS, Mechanical Engineering, Southern University, 1979

REGISTRATION:

- Professional Engineer, Texas #84297
- Professional Engineer, New York #75514
- Professional Engineer, Louisiana #28603
- Registered Fire Protection Engineer, Texas Pending Engineers Board Review of application

AFFILIATIONS, TRAINING AND DEVELOPMENT:

- Certified Commissioning Provider (Association of Energy Engineers)
- Passed Texas Department of Insurance Fire Alarm Planning Superintendent Exam (APS)
- Passed Texas Department of Insurance Responsible Managing Employee General (RME)

- Fire Sprinkler Design Training
- Fire Alarm Design Training
- Auto Cad R-2002
- Certified Energy Manager (Future)
- Certified LEED Commissioning (Future)
- National Fire Protection Association (NFPA)
- Society of Fire Protection Engineers (SFPE)
- Association of Energy Engineers (AEE)
- Association of Plumbing Engineers (ASPE)

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 48

Interview Memoranda

Date of Interview: 2/7/2015

Witness: Lamar Urbanovsky

Interviewers: William Brown, Don Southerland

Lamar Urbanovsky, (512) 388-1015, was contacted at the Beaumont Independent School District's (the District) Administration Building, Beaumont, Texas 77706. Urbanovsky was advised of the identities of William Brown and Don Southerland and the nature of the inquiry. Urbanovsky provided the following, voluntary, information.

Urbanovsky advised he has a degree in Construction Management in 1969 and a Master's in Architecture from Texas A&M University. He is licensed in the state of Texas as an architect and interior designer. After working in the Texas A&M System, Urbanovsky spent 27 years as Chancellor of the Texas State University System which took over Lamar University in 1995. Urbanovsky retired in 2006 after which he was employed by Lan Walton (Walton) as a project manager. Urbanovsky and Walton were the Program Managers for a \$137 million project for the Port Neches-Groves ISD previous to the BISD proposal.

Urbanovsky stated he attended a presentation Parsons made to the Beaumont ISD Board of Trustees to procure the project management job for the 2007 bond issue. Urbanovsky stated he noted Parsons numbers were all wrong, something also noticed by "Leroy." In Urbanovsky's opinion, Parsons did not know what they were doing. He added he did not believe Parsons projected cost savings by using pre-fabricated materials from Fibrebond were accurate. Urbanovsky believed the community did not trust the Board with the amount of money the bond issue would generate and hiring a project manager would give the voters some comfort. He further believed the District's administration was forced to use a project manager.

Urbanovsky stated he contacted former Texas State Representative Joe Deshotel and asked if Walton should propose on the District's project management job. Deshotel advised him that he would need African-Americans on his team to get the job. Urbanovsky stated they added CMTS, a minority contractor they had worked with in the past, to their team. Deshotel told Walton he needed to also use Eric Boutte, with HRE out of Houston, Texas, as an environmental consultant. Boutte was a former aide to Deshotel and HRE was a minority-owned business. Urbanovsky stated they had difficulty getting any background information on HRE, in particular prior engagements it worked on. HRE's company information showed it had 23 employees. Urbanovsky determined HRE only had 3 employees, one of which was a secretary. According to Urbanovsky, this made him very nervous in that he did not think HRE was a legitimate company.

Urbanovsky stated when he contacted Boutte about being part of Walton's proposal, Boutte demanded a "pre-agreement" which would guarantee HRE a fee for showing up at the proposal presentation. Urbanovsky declined to give HRE this fee.

Urbanovsky received a phone call advising Walton they were being granted an interview at 8:00 a.m. Friday morning. He did not recall the exact date but believed it was late October just before the November 6, 2007 bond vote. Urbanovsky informed CMTS and Ray Marshall, another black-owned business Walton was including on its team, and Boutte of the interview. Urbanovsky spoke with Boutte telephonically the Thursday before the interview at which time Boutte told Urbanovsky Walton would never get the job and Walton was nothing but window dressing.

Urbanovsky advised he never met Boutte before the proposal presentation and arranged for the Walton team to meet at a hotel prior to the presentation. Urbanovsky was at the hotel and observed a black man and asked him if he was Boutte. This individual stated he was Boutte's HR Director and that Boutte would not be present.

Urbanovsky stated the interview was held in Carrol Thomas' conference room in his office. Present at the interview were Thomas, Patricia Attaway, Jane Kingsley, Willis Mackey and [Leroy Saleme]. Note: Saleme denies being present and claims he did not work for the District at the time. In addition Johnny Casmore (sp), an Exxon Mobil engineer and Benny Hickman with Energy were present.

Urbanovsky advised they had a lively exchange with the staff and got a lot of questions. Thomas and Mackey were relatively quiet. In his opinion, Thomas and Mackey did not want any questions from the staff but forgot to tell the staff not to ask any. The Walton team was the first interview, followed by 2 others. Urbanovsky left the interview and believed the Walton team was there only to have several proposals and that the District had already decided to go with someone else. Urbanovsky left Beaumont, driving back to Austin. About 11:30 a.m., he received a telephone call from Boutte stating they got the job. At this time, Boutte asked if Urbanovsky was going dump Boutte after they got the job. Urbanovsky also received a call from Deshotel asking if Boutte was going to be dumped. Urbanovsky advised both Boutte and Deshotel that Boutte was still included in the proposal. At about 1:00pm, Urbanovsky received another call from Thomas' Administrative Assistant informing him Walton got the job. The Administrative Assistant requested Urbanovsky to meet the next Monday morning with Thomas to discuss fees. Urbanovsky received a second call from Deshotel about not dumping Boutte.

Urbanovsky stated Willis Mackey called around 7:30 pm Friday and told Urbanovsky that Walton would not have been selected had Mackey not backed them. Urbanovsky does not believe this. Mackey told Urbanovsky he needed to hold open two positions on Walton's payroll for "local costs" for staff to represent "us", meaning the District. Urbanovsky stated one was the former County Commissioner or Judge who got Mackey his job with the District. Mackey told Urbanovsky to be at the District's office Saturday morning at 8:00 a.m. to discuss fees. Urbanovsky told Mackey he couldn't be there Saturday morning. When Urbanovsky

asked how much in fees would be required for these two positions, Mackey suggested a telephone conference on Saturday on a "land line."

Urbanovsky received no phone calls Saturday or Sunday from Mackey. Urbanovsky attended the meeting Monday morning which was attended by Thomas, Mackey and one of the "outside guys," either Casmore or Hickman. Thomas told Urbanovsky "we can't burn up the bond paying fees". Urbanovsky believes Walton said their fees were about \$3 million, although he could not recall the exact amount. Kingsley was also present and put the numbers in a computer. Thomas told Urbanovsky the staff needed about an hour to discuss the numbers and suggest the Walton team come back in about an hour. Urbanovsky stated they waited about 3 hours when they received a call from "Leroy" informing him the District decided to go with Parsons whose bid was \$90,000 less than Walton's.

Urbanovsky believes only Thomas and Mackey voted for Parsons.

Urbanovsky advised that Walton's bid would have been based upon a percentage of the total bond package, not the amount budgeted by the Facilities Assessment for construction.

Follow-up/Leads

- Interview Johnny Cashmore
- Interview Benny Hickman
- Interview Deshotel
- Interview Ray Marshall
- Interview Patricia Attaway
- Interview Jane Kingsley
- Interview Willis Mackey
- Interview Eric Boutte
- Background on HRE

Interview Memoranda

Date of Interview: 2/13/2015

Witness: Lamar Urbanovsky

Interviewer: Don Southerland

Lamar Urbanovsky, (512) 388-1015, contacted Don Southerland telephonically and provided the following information:

Urbanovsky advised that he had spoken to Ned Walton, owner of LanWalton, who told him that the bid by Lan Walton exceeded \$3 million, but that he still didn't recall the amount of the actual bid. He stated that Walton thought that there was a man named Ingram at the meeting. Urbanovsky advised that he, Walton and Paul Hawryluk went to the fee negotiation meeting without any of their minority-owned business partners.

Urbanovsky recalled that there was a newspaper article soon after the meetings whereby Dr. Carrol Thomas stated that LanWalton wasn't willing to negotiate a fee. He stated that this infuriated him and Walton and they just decided to put it behind them.

Urbanovsky advised that Walton is not in good health at this time and that he drifts in and out of a lucid state.

Follow-up/Leads

Interview Memoranda

Date of Interview: 2/13/2015

Witness: Lamar Urbanovsky

Interviewer: Don Southerland

Lamar Urbanovsky, (512) 388-1015, contacted Don Southerland telephonically and provided the following information:

Urbanovsky advised that he had spoken to Ned Walton, owner of LanWalton, who told him that the bid by Lan Walton exceeded \$3 million, but that he still didn't recall the amount of the actual bid. He stated that Walton thought that there was a man named Ingram at the meeting. Urbanovsky advised that he, Walton and Paul Hawryluk went to the fee negotiation meeting without any of their minority-owned business partners.

Urbanovsky recalled that there was a newspaper article soon after the meetings whereby Dr. Carrol Thomas stated that LanWalton wasn't willing to negotiate a fee. He stated that this infuriated him and Walton and they just decided to put it behind them.

Urbanovsky advised that Walton is not in good health at this time and that he drifts in and out of a lucid state.

Follow-up/Leads

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 49

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

ADDENDUM
EXHIBIT "W"
Page 1 of 2

TO : Honorable Board of Trustees

FROM : Dr. Carrol A. Thomas, Jr.
Superintendent of Schools

DATE : October 16, 2007

SUBJECT : Consider and If Appropriate, Take Action to Approve Proposal for Program Manager Services for the Beaumont Independent School District 2007 Bond Program

Specifications were developed for a Request for Proposal for Program Manager Services and were reviewed by staff and district legal representative. The request was also submitted to the Chamber of Commerce, for any input they might have. The district has now received proposals for Program Management Services. Proposal packets were distributed to eighteen (18) firms in addition to the appropriate advertisements. There were six (6) responses

Because of the complexity and technical nature of the analysis of the proposals, the district established a committee to review the proposals. This committee included two individuals who are highly qualified to perform this type of analysis and assist the district. The committee consisted of Mr. Johnny Casmore, Jr., currently with Johnny Casmore Builders, Inc. who retired from ExxonMobil as Legislative and Regulatory Advisor after 35 ½ years combined experience with the two companies; Mr. Bennie Hickman, a consulting engineer with Leap Engineering, LLC and who is a retired Manager of Plant Support and Design Engineering for Entergy with nearly 30 years of service; Dr. Willis Mackey, Interim Deputy Superintendent/Secondary; Mr. Terry Ingram, Assistant Superintendent for Administration and Operations and Ms. Jane Kingsley, Chief Financial Officer.

The initial review process was a careful review of the six (6) proposals received and a detailed discussion among committee members regarding the qualifications of the proposed Program Managers and their teams. A short list of three proposers was selected for interview according to qualifications and these three teams were called to come in for an interview. Each proposer was allowed time for a presentation followed by a question and answer period. Dr. Carrol Thomas, Superintendent of Schools joined the committee for the

Program Manager Services - Continued

interview process. At the close of the interviews the firms were ranked by unanimous agreement of the committee members.

After selection of the three top ranked proposers, a negotiation for the cost of the project was begun with the top proposer. The district and the proposer could not reach agreement on the amount of the fee. The district then went to the second ranked proposer and began negotiations. These negotiations resulted in an agreement of fees which will be subject to final contract agreement. Final contractual agreement will be prepared by district legal representative.

Parsons of Houston, Texas with both Texas and nationwide experience in managing K-12 projects is the top ranked firm with whom the district has negotiated a fee. The negotiated fee is a flat amount of \$9,000,000 which equates to approximately 2.62% of the construction costs of the bond program.

The Building and Grounds Committee of the board has reviewed the process and unanimously agrees with the above. Administration recommends entering into a contract with Parsons based upon the negotiated flat amount of \$9,000,000 for the services outlined in the Request for Proposal for Program Manager Services. The final negotiated contract will be brought back to the Board of Trustees for approval.

AGENDA:

October 15, 2007

1-12-07
Interview

LAN WALTON

HRE - Design to Const mgt

K-12 focus

Office on meadows

local firm

MEP

VP

Scott (Wiles)?

Resources

Ray Marshall - Pres Marshall Engineering

- 12 yr old firm

- Former Exxon Mobil

- local firm

- K-12 exp

- New facilities + Existing facilities

- Have done psm mgt

- worked w/ HSD on 2002

- 8 elim ock + 2 HS in
the design phase

- HSD - most recent bond 3 schools

- Office located in Humble -
accessible to BSD area

Paul Hawryluk

Manage out of Bryan - CS office so
developed LAN Walton Control Team

3 Indiv

QHQC Mgt

Plan + Des mgt

Delivery mgt

use sub-consultants + integrate
them into

Patterson

979-776-1000

Lamar

Dr. Mel Walton - Cor

① Do Right thing for right reason

② Planned to Budget, Design to Budget &
 ~~Cost~~ to budget

③ Protect @ Kids - do for ^{environment} betterment of kids
④ protect treasury

Process Phases

1. Planning (things we've already done)

- Control Prog of Rgmts
- Consult on A/E selection
- Phase the psm (transition)
- Cash flow analysis
(earn interim interest)

2. Design Phase

Word/Manage d.p, activities
work w/ A+E

Design Commissioning

Design Value engineering (manage budget)
(assist w/bid documents)
→ (do before bids are let)

3. Const Phase

- people on the ground @ site
- Rep Owner in contract Admin
- Const Mgmt
- Review all PAY applications

document
flow +
timing

4. Commissioning Phase

- Early detect flaws

- make sure design w/ fact as designed

- lead + train dist personnel to manage the technology (HVAC)

- Cafe workers also

5. Warranty Phase

• Rep dist during one yr. warranty period

• Rep dist in resolving issues during warranty period.

• Conduct 11 month walk-thru

• provide complete warranty documentation w/sign off by all parties.

w/attnd bnd mths.
make presentations

Questions

B.H. - Conflict resolution - Primary

- Focus is team leader.

w/he in contracts

- liquidated damages in contracts

Critical - to find workers - @ windows
of opportunity (not May or June)
let in winter

3.1c ~~Proposal~~ - Can do any of mix of methods of cost

[Sr. leadership these 3 people have commitment]

- Dist can select from their people
- W/more people to Bmt

Simple Contract

24 hr term notice in contract

Strong local rep/prog mgr

Construct WARE - software

Change Orders - get flaws out in design

Compet Scaled Proposal instead of B

→ cost mgr @ Risk - (Say Best way)

Not Competitive Bid

} Special web page for public access
Web 100B

- Diversity

Hub Rgmt

Documents - Design - CS,

Spec here on B-CS

end
11:45

1-12-07
Interview

The Facility Group / PBK / P2MG

Danny Jardine -

(Robert Sands) + (David Moss) (Plans)

- Guiding Principles - then 1st slide

Mike Nelson - P2MG - Certified Proj. Mng
+ Mark - moving to Bmt

Robert Sands -

Project Understanding

Approach

Phases

Program
① Planning

- early decisions have
a greater impact on cost
late decisions increase costs

All
them

P/M Responsibilities
Role clarification
Handout

on time + on budget

David

Mike

Web based Const software -

"Learning Moments" - Walk kids through projects

Relocation to Bmt PM + Nelsons

Change orders — proactive on design side

1:00 10/12/2007 Interview

Parsons -

consulting engineer
32 Eng mbr GSA / Enterprise
CABE mtr mbr

[Homebuilder
Rtd Exxon mobil 36

See Parsons handout

Program Planning > Const Schedule
100 days

Give time to do other areas -
Pgr standards Dishman
proj definitions

Johnny - Fast start
Horizontal purchases
Bobby M - W / more here
Wyntress mbr

doc flow -

Tx experience is assessment
l manual

Project Mngr Responses to BISD RFP

<u>Company</u>	<u>Pre-Construction Service Fee</u>	<u>Construction Phase Service Fee %</u>	<u>Total</u>
Pegasus Texas Construction	\$2,717,090	0.75% = \$2,910,000	\$5,627,090
The Facility Group, Inc.	\$1,979,500	1.2% = \$4,656,000	\$6,635,500
Parsons Commercial Technology Group	\$5,172,429	1.18% = \$4,578,400	\$9,750,829
URS Corporation	\$428,000	3.4% = \$13,192,000	\$13,620,000
Region 4 Education Service Center	\$333,000	5% (P & O Only)	???
Lan Walton Program Management	No fee stated; "To reply to this request in the RFP, LANWalton would be violating Texas law."		

Overcome past mistakes

Fee -

{ all labor for design phase
P.M.

const -
mobilization

1.18% (388 - 11.2 m exp)



Verification → overall 2.6%

LAD Walton	1	1	2	2	1	2
Parsons	2	2	1	1	2	1
The Facility Group	3	3	3	3	3	3

1. Parsons
2. Lan Walton
3. Facility Group

1. PARSONS

2. LAW WALTON

3. FACILITY GROUP

1. Lan Walton
2. Parsons / 3D1
3. Facilities Group PBK

1. LANWALTON
2. PARSONS
3. The Facilities Group / PBK

1. LAN WATON
2. PARSON'S
3. FACILITY GROUP/PBK.

		1	2	3	4	5
1	San Walton	2				
2	Parson	1				
3	The facility group	3	3	3	3	3

1-15-07 LAN Walton

Fee negotiation

Normal fee structure

7% based on value of project
or Lump sum number

General 7% fee 4% range -

1st 13.4

do w/bond interests?

3 - 3 1/2 yr psm

prob 10% return on investment

add \$38,000,000

14.7 mil fee

Lump sum → 13.4 to 14.7 on
lump sum \$

w/% w/look @ actual \$ value over
time @ a % of dollars managed
→ based on scope we decide on -

In addition to our scope of work
- program requirements

5-6 persons here at any time + supplemented
by others for special items.

23-27 for A/E fees
featuring govt into +

Could see reduction in fee if true

.25

.25

- prototypes are used
- programs set by dist (budget value per program)
- Similar finishes throughout
- Scheduling w/ contractors
 - ↳ Similar materials
- FFE

Arch to Board

bmos design

Summer 2008

→ Aug 2012

1-15-07

Parsons

Carl, Alvaro, Johnny

→ Quality & Control → shifted thru arch

space - ? portable ? — not in their
6 people copin

person on const site -
require contractors supply 1 office
for Parsons

48 mos
copy
2.62%

9,000,000

w/out office space

36 mos project

6 mos 3.5

SHW owns design @ Galina Park (multipurpose Facility)
➤ prototype

SHW - 1st school

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 50

BISD Report of Interview

Date of Interview: February 18, 2015

Interviewee: Paul G. Hawryluk

Interviewers: Don B. Southerland, Jr. and Carolyn A. Bremer

Paul Hawryluk, former Lan Walton Associate, was interviewed at the Starbucks on Rock Prairie Road in College Station, TX. After being advised of the identity of the interviewers and the purpose of the interview, Hawryluk voluntarily provided the following information:

Hawryluk advised that he attended both the interview and the fee negotiation with BISD for the Project Management position for the 2007 Bond Issue. The interview was conducted on a Friday and the scope and fee negotiation was conducted on that following Monday. He believes that the interview committee voted 5-2 for Lan Walton and that only the Superintendent and the Assistant Superintendent voted against them. He attended the fee negotiation with Lamar Urbanovsky and Dr. Ned Walton.

While believing that they had been selected for the job when they walked into the fee negotiation meeting, he stated that the meeting became very contentious almost from the beginning as Dr. Carrol Thomas and Willis Mackey were very antagonistic towards them. He stated that Mackey accused Lan Walton of being non-trustworthy because they did not bring their minority-owned business contractors with them to the meeting. As such, they knew when they left the meeting that they were not getting the job. He advised that they were told by the District that they had failed to negotiate therefore the job went to the next bidder.

Hawryluk recalled that they submitted a fee range to BISD depending on the scope of the project. He stated that this fee range was between 2.9% and 3.2% of the Construction dollars or total dollars managed as he could not remember the exact bond amount. He stated that they never provided a round number because BISD would not give the specific scope of the project for them to make that determination. Hawryluk advised that their fees included expenses, a set time frame of about 3 to 4 years and a 12 month warranty after completion of the contract. He believed that their bid was in the \$10 to \$12 million range and was sure it was not \$14.7 million. Hawryluk also stated that their fees would not change due to any changes in construction estimates. Hawryluk also commented that they could have been competitive at \$9 million, but the District never gave them the opportunity to meet a number.

Hawryluk did not recall being told by the District that they were to use was not aware of the names of the "local" contractors.

Hawryluk recalled that BISD had used the same solicitation as port Neches-Groves had previously used, a job that they were selected for.

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 51

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

ADDENDUM
EXHIBIT "W"
Page 1 of 2

TO : Honorable Board of Trustees

FROM : Dr. Carrol A. Thomas, Jr.
Superintendent of Schools

DATE : October 16, 2007

SUBJECT : Consider and If Appropriate, Take Action to Approve Proposal for Program Manager Services for the Beaumont Independent School District 2007 Bond Program

Specifications were developed for a Request for Proposal for Program Manager Services and were reviewed by staff and district legal representative. The request was also submitted to the Chamber of Commerce, for any input they might have. The district has now received proposals for Program Management Services. Proposal packets were distributed to eighteen (18) firms in addition to the appropriate advertisements. There were six (6) responses

Because of the complexity and technical nature of the analysis of the proposals, the district established a committee to review the proposals. This committee included two individuals who are highly qualified to perform this type of analysis and assist the district. The committee consisted of Mr. Johnny Casmore, Jr., currently with Johnny Casmore Builders, Inc. who retired from ExxonMobil as Legislative and Regulatory Advisor after 35 ½ years combined experience with the two companies; Mr. Bennie Hickman, a consulting engineer with Leap Engineering, LLC and who is a retired Manager of Plant Support and Design Engineering for Entergy with nearly 30 years of service; Dr. Willis Mackey, Interim Deputy Superintendent/Secondary; Mr. Terry Ingram, Assistant Superintendent for Administration and Operations and Ms. Jane Kingsley, Chief Financial Officer.

The initial review process was a careful review of the six (6) proposals received and a detailed discussion among committee members regarding the qualifications of the proposed Program Managers and their teams. A short list of three proposers was selected for interview according to qualifications and these three teams were called to come in for an interview. Each proposer was allowed time for a presentation followed by a question and answer period. Dr. Carrol Thomas, Superintendent of Schools joined the committee for the

Program Manager Services - Continued

interview process. At the close of the interviews the firms were ranked by unanimous agreement of the committee members.

After selection of the three top ranked proposers, a negotiation for the cost of the project was begun with the top proposer. The district and the proposer could not reach agreement on the amount of the fee. The district then went to the second ranked proposer and began negotiations. These negotiations resulted in an agreement of fees which will be subject to final contract agreement. Final contractual agreement will be prepared by district legal representative.

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The Building and Grounds Committee of the board has reviewed the process and unanimously agrees with the above. Administration recommends entering into a contract with Parsons based upon the negotiated flat amount of \$9,000,000 for the services outlined in the Request for Proposal for Program Manager Services. The final negotiated contract will be brought back to the Board of Trustees for approval.

AGENDA:
October 15, 2007

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

EXHIBIT "W"
Page 1 of 1

TO : The Honorable Board of Trustees

FROM : Carrol A. Thomas, Ed.D.
Superintendent of Schools

DATE : October 15, 2007

SUBJECT : Consider and, if Appropriate, Take Action to Approve Proposal for
Program Management Services for the Beaumont ISD 2007 Bond
Program

Information and administration recommendations will be presented
under separated cover.

AGENDA:
October 18, 2007

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 52

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

TO : Dr. Carrol A. Thomas, Jr.
Superintendent of Schools

EXHIBIT "B"
Page 1 of 3

FROM: Robert Zingelmann
Chief Business Officer *RZ*

DATE : October 20, 2011

SUBJECT: Consider and, if Appropriate, Take Action to Approve Extension of
Contract with Parsons Management.

The extension term requested will expire on June 30, 2012. The total cost of the six month time extension is \$624,000.00. Parson staffing will taper off as projects are completed within the extension period.

The cost will be charged to Management and Fees within the bond program budget. The administration believes that this extension is essential to a satisfactory completion of the program.

Administration recommends acceptance of the time extension of Parsons Contract for a period of 6 months.

AGENDA
October 20, 2011

PARSONS

3395 Harrison Avenue • Beaumont, Tx 77706 • Tel (409) 617-5770 • Fax (409) 617-5779 • www.parsons.com

October 17, 2011

Robert Zingelmann
Chief Business Officer
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

Re: Time of Performance

Dear Robert:

Per our previous discussions about contract time extension, I've summarized the intent of our Agreement and summarized our costs based on the time projections as we currently view the completion and close out.

As we've discussed before, some of the CM firms are encountering lengthy delays to complete their closeout documents. A significant portion of the closeout time is associated with the ROCIP documents. That Program has provided a very large savings for the District. The Final Closeout will establish the total savings.

Regarding our request for time extension, Article 2 - Time of Performance, addresses this item.

"Parsons' services are to be provided as expeditiously as is consistent with professional care, and is dependent upon the timely performance by others and upon timely review and approval from the District when required.

Parsons fee is contingent upon Parsons completing all of the Projects... In the event that the time for completion of any of the Projects ... extends beyond ... our scheduled completion date of December 31, 2011 due to no fault on the part of Parsons, Parsons shall be entitled to seek additional compensation. We are to negotiate in good faith Parsons' entitlement to additional compensation for such extended performance period..." (see attached summary)

From the Program completion status, the last Project to be completed is Curtis ES. The CM anticipates a March/April completion. However, we believe that there is a strong possibility that this should be completed more quickly since it is one of our last prototypes. We are targeting February/March. The CMs track record for closeout has been 3+ months. The attached summary also reflects the anticipated project completion and close out dates and the required staff to properly execute completion.

Sincerely,

Ed Caillouette
Program Director
Beaumont ISD Bond Program
ed.caillouette@parsons.com

Atch



Position	Oct	Nov	Dec	Jan	Feb	March	April	May ^A	June ^A	Total
	4	4	5	4	4	5	4	4	5	
	148	148	185	148	148	185	148	148	185	
Program Director				\$ 28,675	\$ 28,675	\$ 35,844	\$ 28,675			\$ 121,869
Project Manager 1				\$ 23,125	\$ 23,125	\$ 28,906	\$ 23,125	\$ 23,125	\$ 28,906	\$ 150,312
Project Manager 2	\$ 18,497	\$ 18,497	\$ 23,121	\$ 18,497	\$ 18,497	\$ 23,121	\$ 18,497	\$ 18,497	^B	\$ 157,224
Project Manager 3				\$ 18,497	\$ 18,497	\$ 23,121	\$ 18,497			\$ 78,612
Project Manager 4										\$ -
Controls Manager				\$ 13,875	\$ 13,875	\$ 17,344	\$ 13,875	\$ 13,875	^B	\$ 72,844
Administration				\$ 13,264	\$ 7,264	\$ 9,345	\$ 13,265			\$ 43,138
	\$ 18,497	\$ 18,497	\$ 23,121	\$ 115,933	\$ 109,933	\$ 137,682	\$ 115,934	\$ 55,497	\$ 28,906	\$ 624,000

ODCs* \$ -

Total **\$ 624,000**

Invoice Lump Sum \$ 104,000 \$ 104,000 \$ 104,000 \$ 104,000 \$ 104,000 \$ 104,000 \$ 624,000

Monthly Invoice

South Park	South Park	South Park			
WB Aud	WB Aud	WB Aud	WB Aud	WB Aud	WB Aud
WB CR	WB CR				
WB FH	WB FH	WB FH			
Ozen CR	Ozen CR				
Odom CR	Odom CR	Odom CR	Odom CR		
Dishman	Dishman				
Caldwood	Caldwood				
Curtis	Curtis	Curtis	Curtis*	Curtis	Curtis

Legend

Construction

Closeout

"The schedule and associated cost is dependent upon timely performance by others, therefore Parsons shall be entitled to seek additional compensation if these schedules are extended through no fault on the part of Parsons."

"BISD to compensate Parsons per Exhibit D Reimbursable expenses."

*ODCs - all express, postage, repro, printing, office supplies, misc job supplies reimbursable per Contract Exhibit D

^A = TBD

B= After May = month to month if needed

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 53

PROFESSIONAL SERVICES SUPPLEMENTAL PROPOSAL

Date: May 10, 2012

Professional Services Supplemental Proposal Number #2 – Extension of Services

Parsons Environment & Infrastructure Group Inc.
1900 West Loop South, Suite 400
Houston TX 77027

Re: **Beaumont Independent School District 2007 Bond Program**

Refer to the Program Management Agreement dated **November 19, 2007** between Beaumont Independent School District ("Owner") and the undersigned, Parsons Environment & Infrastructure Group Inc. f/k/a Parsons Commercial Technology Group Inc. ("Consultant"), as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Consultant is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

Owner has requested the extension of performance of project management services described below which Consultant deems to be Additional Services.

SCOPE OF WORK

Consultant will provide supplemental staffing to extend project management and project controls services through September 28, 2012. The staff positions and duration of the extension for each position is shown in Exhibit A.

All work will be performed in accordance with Project Management tasks described in the base agreement within the capabilities of the staff listed in Exhibit A.

FEE

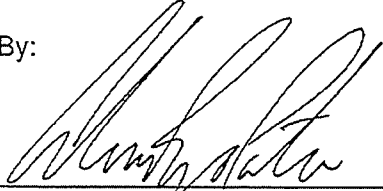
Consultant agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for the lump sum amount of **One Hundred Ninety Four Thousand and Two Hundred and Forty Dollars and No Cents (\$194,240.00)**.

Reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services will be within the Reimbursable Expenses of the existing Agreement.

Sincerely,

Parsons Environment & Infrastructure Group Inc.

By:



Name: Alvaro Rizo-Patron

Title: Vice President, Buildings West Region Director

Accepted this 18TH day of JUNE, 2012, Consultant has been authorized to commence performance of the Additional Services.

Beaumont Independent School District



Name: Dr. Carroll A. Thomas, Jr.

Title: Superintendent of Schools

Attachment: Exhibit A – Staffing Plan and Fee Breakdown

Exhibit A – Staffing Plan and Fee Breakdown

Position	Name	Jun-2012	Jul-2012	Aug-2012	Sep-2012	Total
		4 wks	4 wks	5 wks	4 wks	
Sr. Project Manager	Keith Schedel		23,125	28,906	23,125	\$ 75,156
Project Manager	Bob Menefee		18,497	23,121	18,497	\$ 60,115
Controls Manager	Ted Sims	13,875	13,875	17,344	13,875	\$ 58,969
Total		13,875	55,497	69,371	55,497	\$ 94,210

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 54

Agreement between Parsons and Consultant

This Agreement is effective December 3, 2007 between Parsons Commercial Technology Group Inc. ("Parsons") and Ware & Associates, Inc. ("Consultant").

Parsons has entered into an agreement dated November 19, 2007 with Beaumont Independent School District ("Client") to provide professional services for Program Management ("Project"). That agreement ("Client Agreement") has been attached, made a part of this Agreement and marked Exhibit A.

The Consultant shall be subject to the terms and conditions of the Client Agreement which are applicable to the performance of Consultant's services as if "Parsons" had been replaced with "Consultant" throughout. The applicable terms are highlighted in attached *Exhibit A – Scope of Services and Deliverables on pages 14, 15, 16 and 24*. Consultant agrees to provide all those M/WBE/HUB Plan Development services that are required in connection with the Project and described specifically in Exhibit B also made a part of this Agreement.

Specific Basic Services to be provided by Consultant are described in Exhibit B of this Agreement. If Exhibit B is in the form of Consultant's proposal, the terms and conditions of that proposal, other than the description of services, are not included in this Agreement and shall have no effect.

Therefore Parsons and Consultant agree as follows:

Article 1 – Compensation

The Consultant will be compensated for the services described above, in accordance with the terms and conditions of this Agreement on the following basis:

For satisfactory performance of the services the Consultant will be paid a maximum not to exceed fee of \$298,000.00 and subject to actual services rendered for final adjustment if required. Upon receipt of payment from the Client, consultant will be paid for invoices submitted and upon approval of documents provided to the Client as required. The fee includes cost for labor and anticipated reimbursable expenses

Compensation for additional services shall be as agreed in writing by Parsons and Consultant.

Article 2 – Reimbursable Expenses

In addition to the above compensation, with prior written approval from Parsons Consultant will be reimbursed, at cost, for certain expenses not included in the fee noted above and to the extent allowed in the Client Agreement. The Consultant's reimbursement for these items will be dependent upon their payment as reimbursable items under the Client Agreement and approved by the client in advance as additional services.

Article 3 – Payment

Invoices for services performed will be sent to Parsons as described above in Article 1 in a form acceptable to the Client and will indicate the cumulative billings under this Agreement to date for compensation and reimbursable expenses. The Consultant will be paid in proportion to the amount received by Parsons from the Client for Consultant's services. The receipt of payment from the Client is a condition precedent to Parsons obligation to pay Consultant.

Records of the Consultant's payroll and benefit costs and reimbursable expenses pertaining to this Project will be kept on a generally recognized accounting basis and will be available to Parsons and Client at mutually convenient times.

Article 4 – Insurance

The Consultant will obtain and maintain insurance coverage in the following types and amounts prior to beginning services and through two years following substantial completion of the Project:

- A. Worker's Compensation coverage at statutory limits and Employer's Liability coverage of not less than \$1,000,000 per occurrence.
- B. Commercial Automobile Liability covering owned, non-owned and hired autos with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- C. Commercial General Liability coverage with a limit of not less than \$1,000,000 per occurrence, including \$100,000 fire legal liability. The policy shall include coverage for blanket contractual liability, broad form property damage (including products and

completed operations) and personal and advertising injury. Coverage will also be provided for pollution if required by the Client.

D. Professional Liability coverage with a limit of not less than \$1,000,000 and a deductible of not more than \$50,000.

The Commercial General Liability and Automobile Liability policies shall be endorsed to include Client and Parsons as additional insureds, and shall specify that insurance provided by the Consultant is primary insurance and that any insurance carried by the Client or Parsons is excess and not contributory to that provided by Consultant. In addition, the Commercial General Liability, Automobile Liability, Worker's Compensation and Employer's Liability policies will be endorsed to provide a Waiver of Subrogation in favor of the Client and Parsons. All policies must be written by insurance companies which have an AM Best Rating of at least A-VI.

Compliance with these insurance requirements will be evidenced by an original certificate of insurance, which the Consultant must submit to Parsons prior to beginning work on the project. The certificate must be endorsed to provide that required coverages will not be cancelled, non-renewed or materially changed without at least thirty (30) days prior written notice to Parsons. Parsons reserves the right to request and to receive, within ten working days, copies of any policy or endorsement required by this Agreement. Receipt by Parsons of any policy or certificate of insurance shall not relieve Consultant of its obligations under this Agreement. Failure to procure or maintain the required insurance and endorsements shall constitute a material breach of this Agreement.

Article 5 – Other Conditions

5.1 This Agreement may be terminated by Parsons upon seven (7) days written notice to the Consultant, and in the event of such termination, the Consultant will not be paid for services performed and expenses incurred after the date of termination. This Agreement shall also be terminated upon the termination of the agreement between Parsons and the Client, and in the event of such, the Consultant will accept settlement of this Agreement on the same proportionate basis as that which Parsons negotiates with the Client.

5.2 The Consultant will fully indemnify and hold harmless the Client and Parsons from and against any and all claims, damages, losses and expenses (including attorney's fees) to the extent caused by any negligent act, error or omission on the part of the Consultant, anyone directly or indirectly employed by Consultant or anyone for whose acts any of them may be liable.

That indemnity will include claims for infringement of any copyright or patent right based on the use or adoption of any design or specification provided by the Consultant.

5.3 It is understood and agreed that Consultant is not an agent or employee of Parsons, but instead is an independent contractor with full control over all details of work undertaken by the Consultant.

5.4 All drawings, tracings, reports, and specifications prepared by Consultant for use on this Project are, and will remain, the property of the Client as set forth in the Client Agreement. The Consultant will not be responsible for their use by others on applications beyond this Project without Consultant's involvement. The Consultant may retain reproducible copies of all documents prepared by the Consultant.

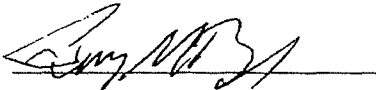
5.5 Parsons or Consultant may assign, sublet, or transfer its interest in this Agreement with the written consent of the other party and the Client; however, no such assignment, subletting or transfer will relieve any party to this Agreement from the duty and responsibility for the performance of the covenants in this Agreement.

5.6 Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either Parsons or the Consultant. Neither this Agreement nor its conditions will be construed to make Parsons liable to any vendors, contractors or employees of the Consultant.

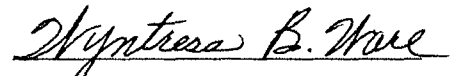
5.7 This Agreement represents the entire agreement between Parsons and the Consultant and may be amended only by written instrument signed by both parties. This Agreement will be governed by the laws of the State of Texas.

Parsons Commercial Technology Group Inc.

Ware & Associates, Inc.



Name: Gary Boyd
Title: Senior Vice President



Name: Wyntress B. Ware
Title: Principal

Exhibit B

Scope of Services - Ware & Associates, Inc.

- Develop Local/Small/MWBE Plan for Beaumont Independent School District
- Attend initial "key" plan presentation meetings as directed by Parsons
- Assist with initial identification of Local/Minority and Woman-owned business enterprises
- Meet with key internal and external Stakeholders to review plan as directed by Parsons
- Make four trips to Beaumont annually to promote outreach and public engagement in support of the BISD Capital Improvement Program as directed by Parsons
- Provide project components as listed on attached Operating Budget Worksheet dated February 11, 2008 and as directed by Parsons

Terms

Contract term is for four years (January 2008 through December 2012). Total contract dollars for four years will not exceed \$298,000.00 without an amendment mutually agreed on and executed by Parsons. Refer to attached Projects Component/Operating Budget Worksheet dated February 11, 2008 for details.

The Consultant shall be given fourteen (14) working days notice prior to any trip to Beaumont or any other location out of Tarrant County, Texas.

BISD FOUR YEAR OPERATING BUDGET - February 11, 2008

PROJECT COMPONENTS	Year 1	Year 2	Year 3	Year 4
Develop L/M/WBE Business Plan				
Interviews				
Presentations to Internal Stakeholders				
Edits, External Presentations to Stakeholders				
Administration/labor Costs	\$20,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Conduct Public Information/Education Briefings				
Conduct four (4) meetings each year				
Meet with Chamber of Commerce/ each every 6 months				
Meet with Rotary(each area Council every 6 months)				
Administrative/labor costs	\$20,000.00	\$15,000.00	\$10,000.00	\$10,000.00
Develop L/M/WBE Database				
Target cable, radio,church mtgs/ 6 per month				
Target multi ethnic groups 6 per month				
Access Multi ethnic news media				
Administrative/labor costs	\$25,000.00	\$15,000.00	\$10,000.00	\$5,000.00
Implement L/M/WBE Plan				
Schedule In-reach sessions with client				
Schedule In-reach sessions with Administrative Assistants				
Coordinate work sessions with Construction/Purchasing				
Administrative/labor costs	\$20,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Conduct Stakeholder Outreach				
Overview w/ member organizations				
Overview w/identified stakeholders/ client request				
Overview w/ Prime Contractors/Sub-contractors				
Administrative/labor costs	\$10,000.00	\$10,000.00	\$10,000.00	\$7,000.00
Develop Media Plan and Strategies/ Implementation				
Interview Client and plan per Client Directions				
Weekly schedule of public Information/who/what/when/how				
Monthly schedule/releases/who/what/when/where/how				
Administrative/labor costs	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Develop Content for Newsletters " Optional"				
Four color quarterly				
Postage not included				
Printing not included				
Stories & layout & Photography	\$0.00	\$0.00	\$0.00	\$0.00
Develop Process for Certification/Qualification ??				
SUBTOTAL	\$90,000.00	\$62,000.00	\$52,000.00	\$44,000.00
Expenses				
Airfare and Parking				
Auto Rental				
Hotel and Per Diem				
Subtotal	\$19,000.00	\$14,000.00	\$12,000.00	\$5,000.00
PROPOSED TOTAL BUDGET	\$109,000.00	\$76,000.00	\$64,000.00	\$49,000.00

Exhibit A

Program Management Agreement

This Agreement is effective November 19, 2007 between Beaumont Independent School District ("Client") and Parsons Commercial Technology Group Inc. ("Parsons") in connection with Beaumont ISD 2007 Bond Program ("Project").

Parsons and the Client agree as follows:

Article 1 – Parsons' Services

1.1 Parsons agrees to perform the services described in **Exhibit A: Scope of Services and Deliverables**, which is attached and made a part of this Agreement. Such defined services shall be referred to as the "Services."

1.2 Parsons shall commence performance of the Services upon execution of this Agreement.

1.3 Services in addition to those described in Exhibit A and services which result from a change in the scope of the Project shall be referred to as "Additional Services" and performed on the basis agreed to in writing between Parsons and the Client.

Article 2 – Time of Performance

2.1 Parsons has prepared and submitted to the Client a project schedule for performance of the Services, which is shown in the attached **Exhibit B: Schedule for Performance of Services**.

2.2 The Schedule in Exhibit B reflects the performance of Parsons' Services as expeditiously as is consistent with professional care, and is dependent upon the timely performance by others and upon timely review and approval from the Client when required.

Article 3 – Standard of Performance

3.1 Parsons shall perform the Services in accordance with the standard of practice generally accepted in its profession at the location of the Project.

3.2 No warranties, expressed or implied, are made by Parsons in connection with its performance of Services on this Project.

3.3 Services performed on this Project are based on Parsons' understanding of applicable laws and regulations as interpreted and applied on the date of this Agreement. Services necessary to bring the project into

compliance with subsequent regulations, or revisions in the interpretation or application of current regulations, shall be performed as Additional Services.

3.4 The Services shall be deemed accepted by Client unless, within fifteen (15) businessdays after receipt of Parsons' written notification of final completion, Client will have given Parsons written notice specifying in detail wherein the Services are deficient, whereupon Parsons will promptly proceed to make necessary corrections and, upon completion, the Services shall be deemed accepted by Client.

Article 4 – Compensation

4.1 ~~The Client agrees to compensate Parsons as stated in the attached~~
Exhibit C: Fees and Payments in return for the performance of Services under this Agreement.

4.2 The Client agrees to reimburse Parsons for expenses incurred in connection with the performance of Services as provided in the attached **Exhibit D: Reimbursable Expenses**.

4.3 ~~Parsons shall be compensated for Additional Services as agreed to in~~
writing between the parties. Absent such agreement in writing, Parsons shall be compensated on the hourly basis as stated in **Exhibit C: Fees and Payments**.

4.4 The total fee as stated in **Exhibit C: Fees and Payments** is contingent upon Parsons completing all of the Projects listed in **Exhibit E: List of Projects**. In the event that the time for completion of any or all the Projects listed in Exhibit E extends beyond what is defined in Exhibit B: Schedule for Performance of Services (the "Period of Performance") due to no fault on the part of Parsons, Parsons shall be entitled to seek additional compensation. In the event that Parsons' fault is a contributing cause of the delay, the parties shall negotiate in good faith Parsons' entitlement to additional compensation for such extended performance period, from which shall then be reduced an amount equal to the percentage of fault on the part of Parsons. In the event that the Owner elects not to commence any Project listed in Exhibit E or in the event that a Project that has been commenced is not completed, the parties agree to negotiate in good faith to reduce the Fee for Basic Services; such reduction may be based on a lump sum, time and materials, hourly rates or such other basis as the parties may so mutually agree. For purposes of this paragraph, a Project shall be commenced upon commencement of Project specific programming or design. Nothing in this Paragraph relieves Parsons from any obligations or duties to complete a

Project or Projects in a timely and good faith manner or as required by the Contract Documents or other documents relating to each of the Projects..

Article 5 – Payment

5.1 Payments for Services shall be made monthly in accordance with the payment schedule shown in **Exhibit C: Fees and Payments**.

5.2 The Client agrees to pay undisputed amounts within forty-five days of the invoice date. Amounts that are disputed by the Client will be brought to Parsons' attention in writing, along with an explanation of the reasons for such dispute, within fifteen days of the invoice date.

5.3 Amounts not reasonably disputed that remain unpaid more than forty-five days from the invoice date shall bear interest at the rate of one percent (1%) per month until paid.

5.4 If payment is not made within sixty days of the invoice date, Parsons shall have the right to suspend the performance of Services under this Agreement pending payment. Such suspension of Services shall not be considered a breach of this Agreement.

5.5 No deductions shall be made from Parsons' compensation on account of penalty, liquidated damages or other sums withheld from payments to other consultants, contractors or suppliers.

Article 6 – Construction Cost

6.1 Estimates of construction cost represent Parsons' best judgment as a professional; however, it is recognized that neither Parsons nor the Client has control over the cost of labor or materials used in construction, nor over any contractors' methods of determining bids or prices. As a result, Parsons does not warrant that bids, negotiated prices or completed construction costs will not vary from Parsons' estimates or the project budget, and no fixed limit of construction cost is established as a condition of this Agreement.

6.2 ~~If construction cost is used in the determination of Parsons' fee, the most current estimate, bid or actual cost will be used in the calculation of Parsons' invoices. Construction cost shall be defined as the entire cost of completing the Project on which Parsons is involved, including the cost at current market rates of labor and materials furnished by the Client plus reasonable overhead and profit. Construction cost shall not include the cost of the land or the fees of Parsons or design professionals hired directly by the Client.~~

Article 7 – Client's Responsibilities

7.1 The Client shall provide Parsons any reasonably requested information regarding the Project, including the program requirements, available plans, specifications and other documents describing the Project, and budget and schedule limitations.

7.2 As requested by Parsons, the Client shall furnish all testing and inspection services.

7.3 As requested by Parsons, the Client shall furnish Parsons with information on project standard materials and equipment to be incorporated in the construction documents.

7.4 Parsons shall be entitled to rely upon the accuracy and completeness of any information furnished by the Client. Parsons shall have no liability for defects in the Services attributable to Parsons' reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to release Parsons from any and all claims and judgments, and all losses, costs and expenses arising there from. Parsons shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to Parsons that Parsons may reasonably discover in its review and inspection thereof.

7.5 Parsons shall assist the Client in retaining qualified architectural and engineering design firms ("A/E") that shall be responsible for performing all design work. With the assistance of Parsons the Client shall also contract with a construction company ("Contractor") that will be responsible for performing all construction work. By performing the Services in the Agreement, Parsons shall not assume any responsibilities of the A/E or the Contractor, nor shall Parsons be responsible for liability and related expenses that arise from the performance or failure to perform by such other parties. As such, Parsons shall not be responsible for the means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or for the acts or omissions of the A/E or Contractor.

7.6 The Client agrees to provide prompt written notice to Parsons' Division Manager, in addition to the project manager, if the Client becomes dissatisfied with Parsons' performance or aware of any deficiency in Parsons' service.

7.7 Parsons shall have access to the Project site at all reasonable hours and shall be permitted to photograph the Project during construction and upon completion for its records and future use.

7.8 The Client shall require, by appropriate provision in contracts entered into by the Client with the Contractor(s) and A/E(s) with respect to the Project, that the Contractor(s) and A/E(s) under such contracts must indemnify, save and hold harmless the Client and Parsons and their respective officers, directors, officials and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the Contractor(s) and A/E(s) under such contracts will purchase and maintain during the life of such contract such insurance as the Client may require and that in addition to the Client, Parsons shall be named as an additional insured on such insurance.

Article 8 – Ownership of Documentation of Services

8.1 Drawings, plans, specifications, studies, reports, memoranda, computation sheets or other documents prepared by Parsons or its consultants in connection with Services performed under this Agreement shall become the property of the Client upon satisfaction of its obligations to Parsons under this Agreement. The Client agrees to release Parsons from any liability and related expenses resulting from the Client's use of Parsons' documents. Parsons may retain and use copies for reference, documentation of its experience and capabilities, and other purposes not specifically related to other projects.

Article 9 – Proprietary Information

9.1 Parsons understands and agrees that, in the performance of the work or Services under this Agreement, Parsons may have access to private or confidential information that may contain proprietary details, the disclosure of which to third parties may be damaging to the Client. Parsons agrees that all information disclosed by Client to Parsons and identified in writing by the Client as proprietary shall be held in confidence and used only as reasonably necessary in the performance of this Agreement. Parsons shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

Article 10 – General Provisions

10.1 This Agreement, consisting of these standard terms and conditions together with the Exhibits attached hereto, and all documents, drawings,

specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire Agreement between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof and may be amended only in writing. The captions on this Agreement are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof. Failure of either party to exercise any option, right or privilege under this Agreement or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument. The Client and Parsons bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor Parsons shall assign this Agreement without the written consent of the other.

10.2 The Client acknowledges that the discovery, presence, handling or removal of asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances that may presently exist at the job site is outside of Parsons' expertise, and is not included in the Services Parsons is to perform nor covered by Parsons' insurance. The Client therefore agrees to hire a qualified consultant in this field to deal with hazardous materials. Parsons shall not be responsible or be involved in any way nor have any liability for the discovery, presence, handling or removal of such materials.

10.3 All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

To Client:

ATTN: Jane Kingsley - Chief Financial Officer
BEAUMONT ISD
3395 Harrison Avenue
Beaumont, TX 77706

To Parsons:

Parsons Commercial Technology Group Inc.
1900 West Loop South Suite 400
Houston, Texas 77027
Attn: William Turner

10.4 Nothing contained in this Agreement or its companion documents shall create a contractual relationship with or cause of action in favor of a third party against either Client or Parsons.

10.5 Parsons shall have the right to include representations of the Project, including photographs, among Parsons' promotional and professional materials. Parsons' materials shall not include information that the Client has notified Parsons is confidential or proprietary. The Client shall provide professional credit to Parsons on the project sign and in the promotional materials for the Project.

10.6 If any term or provision of this Agreement shall be found to be illegal or unenforceable, such term or provision shall be deemed stricken and all other terms and provisions of this Agreement shall remain in full force and effect.

10.7 This Agreement shall be made in, and shall be construed in accordance with the laws of, the State of Texas.

10.8 The failure by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

10.9 Parsons and the Client agree to submit disputes between them to non-binding mediation prior to seeking relief through formal legal action. The mediator shall be agreed to by both parties.

10.10 The Client agrees not to solicit or hire Parsons employees until one year after completion of the Project. Should the Client hire a Parsons employee during this period, the Client agrees to pay Parsons a sum equal to that employee's annual salary or wages.

10.11 This Agreement may be terminated by either party with or without cause upon thirty days' written notice. In the event of termination, Parsons shall receive payment for services performed and expenses incurred prior to the effective date of termination, including all expenses directly attributable to termination for which Parsons is not otherwise compensated.

10.12 In the performance of the services under this Agreement, Parsons shall be an independent contractor, maintaining complete control of Parsons' personnel and operations. As such, Parsons shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this Agreement. Parsons, its employees and agents shall in no way be regarded nor shall they act as agents or employees of the Client.

10.13 Client may at any time, by written notice to Parsons, require Parsons to stop all or any part of the work called for by this order for a period of up to ninety (90) days after the notice is delivered to Parsons ("Stop Work

Order"). Upon receipt of the Stop Work Order, Parsons shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Parsons, or within any extension of that period to which the parties have agreed, Client shall either cancel the Stop Work Order, or terminate the work covered by this order as provided in the "Termination" paragraphs of this Agreement. Parsons shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this Agreement shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in Parsons' costs properly allocable thereto. Parsons may stop work, at its sole option if Client fails to make payment of Parsons' invoices within forty-five days of receipt as required by Article 5.

10.14 Parsons shall indemnify, and hold the Client harmless from and against claims, liabilities, suits, loss, cost, expense and damages to the extent caused by any negligent act or omission of Parsons in the performance of Services pursuant to this Agreement.

10.15 The respective duties and obligations of the parties hereunder (except the Client's obligation to pay Parsons such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, governmental action, war acts, acts of God, acts of the Client, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

10.16 Client and Parsons agree that to the fullest extent permitted by law, neither party nor affiliated companies, nor the officers, agents, employees or contractors of any of the foregoing, shall be liable to the other for any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use, and any protection against liability for losses or damages afforded by any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise.

10.17 Parsons shall place and maintain with responsible insurance carriers the following insurance. Parsons shall deliver to Client certificates of insurance, which shall provide thirty days notice to be given to Client in event of a cancellation.

A. Workers' Compensation and Employer's Liability Insurance

- Workers Compensation in compliance with the applicable state and federal laws.

- Employer's Liability Limit \$1,000,000

B. Commercial General Liability Insurance including Blanket Contractual, XCU* Hazards, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.

*Explosion, Collapse and Underground

C. Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.

D. Architects & Engineers Professional Liability Insurance affording, professional, liability, if any, to a combined single limit of \$1,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

Certificates shall be attached to the signed agreement when it is transmitted to the district for execution. These certificates shall contain the statement that:

Coverage's afforded under these policies will not be canceled, changed, allowed to lapse or expire until the district has received thirty (30) days written notice addressed as follows:

ATTN: Jane Kingsley - Chief Financial Officer

BEAUMONT ISD

3395 Harrison Avenue

Beaumont, TX 77706

and be evidenced by certified mail, return receipt requested, or until such time as other valid and effective insurance coverage meeting the requirements herein is put in place.

The Client shall be provided a written waiver of subrogation on all required insurance coverages, with the exception of Professional Liability. This shall

be evidenced either by signed policy endorsement, or so indicated on the submitted insurance certificate.

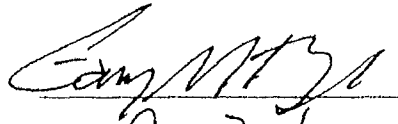
The Client shall be listed as an additional insured on Commercial General Liability Insurance and Automobile Liability Insurance. These policies shall be primary over any other valid and collectable coverage, which may exist.

10.18 Parsons shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to Client. Said records shall be available for inspection by Client or his authorized representative at mutually convenient times. However, there will be no financial audit of any lump sum amount, Parsons' fixed rates or unit rates or fixed percentages.

10.19 The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulation prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741) are incorporated herein.

10.20 Parsons shall provide information to the Client regarding safety requirements. To the extent required by OSHA or any other public agency, Parsons shall obtain the Contractor's safety program and monitor their implementation along with any necessary safety meetings. Parsons shall confirm that such safety programs are submitted to the Client. However, these actions shall in no way relieve the Contractor from properly implementing such safety programs. By undertaking the obligations hereunder, Parsons shall not be deemed to have assumed responsibility for the adequacy or sufficiency of safety programs implemented by the Contractor. Each Contract between the Client and a Contractor shall stipulate that the contractor is solely responsible for the viability and implementation of its safety programs, and is solely responsible for the safety of its employees and the effect of its actions on the safety of others. Parsons' obligations under this Paragraph shall be incidental and supplementary to the Contractor's obligations under their respective Contracts and applicable law relating to development, implementation and enforcement of safety programs, procedures and measures.

Remainder of page left intentionally blank. Signatures to follow on next page.



Name: Gary Boyd
Title: Sr. Vice President



Name: Carol Thomas
Title: Superintendent of
Schools

Scope of Services and Deliverables

Exhibit A

Services

Parsons's Services are described below.

A Fast-Start

We understand that inflation cost factors over the course of the planned program is a concern. We also know we can save our clients money by reducing the duration of the program—we've done it many times before. Typically, our clients have chosen to put those savings back into their program to add scope and provide added value to their communities during their current bond program.

We would like to propose a fast-start program for your consideration. This has historically helped our clients realize savings. We propose to kick off your program with a team of experienced professionals dedicated to getting your projects off the ground. We think that we can assist the district in some preparation that will enable us to start the process as soon as your first bonds are sold in March 2008.

We will help demonstrate the equitable use of bond funds to the community. As part of this fast-start process, we want to work with you to prioritize projects where we can realistically show the community visible results as quickly as possible.

A possible vehicle for providing faster results to the community is through a modular construction concept. We will work with you to determine the benefits to the district of using such a process and where these facilities may be appropriate.

Another way to accelerate program implementation and save design dollars is to use a prototype design for the nine elementary schools in your program. We have worked with architects on design prototype projects in the past and can help you through this process.

Scope Responsibility

We understand that clear assignment of scope responsibility is key to the success of a program of this magnitude and complexity. The following chart shows the division of responsibility between us (as program managers) and BISD, the architect/engineers and the prime contractor. Following the chart are descriptions of how we'll perform each item of the scope. A more

comprehensive list of services is shown in the responsibility matrix provided in Appendix A.

Scope Item	BISD	Parsons	A/E	Prime Contractor
Development of scopes of work and budgets	Review / approve	Prepare / present	N/A	N/A
Development of contracts/RFPs	Review / approve	Prepare / present	N/A	N/A
Resource loaded scheduling and estimating	Review / approve	Prepare / present	N/A	N/A
Bidding, evaluations and negotiations	Participate	Prime	Participate	Submit
Management/coordination of design teams and design review	Participate	Prime	Participate	N/A
Cost verification/estimating	Review / approve	Prime	Participate	Coordinate
Value engineering	Review / approve	Verify / coordinate	Participate	Prepare / present
Coordinate/track agency approvals	N/A	Coordinate	Prime	Participate
Quality assurance/deficiency resolution	N/A	Coordinate	Participate	Prime
Construction management	N/A	Review	Site visits	Prime
On site inspection/documentation	N/A	Review / participate	Site visits	Prime
Payment approvals/all bond funds	Review / approve	Verify / coordinate	Review / approve	Prime
Construction and contract close out	Review / approve	Verify / coordinate	Participate	Prepare / present
Move and relocation coordination	Prime	Coordinate	N/a	Coordinate
Overall contract and document management	N/A	Coordinate	Submit	Submit
Post occupancy evaluation/warranty tracking	Participate	Coordinate	Participate	Prime
Community and school relations	Prime	Participate	Participate	N/a

Development of Scopes of Work and Budgets

All phases of a program are important, but you never get to start from the beginning again. So we emphasize the program definition stage. In this stage,

we will review the itemized scope of work as it is shown in the approved bond document with the district staff and the project team. We will develop an initial project budget and a schedule for the work. We will look for areas where we might want to group projects or use a horizontal procurement method. For example, some neighboring school districts have a purchase agreement with an air-conditioning equipment manufacturer. By doing this, that district was able to expedite equipment delivery, lower the initial cost and get an extended warranty on the equipment.

We will review the district's education specifications and double check that they meet the state minimum requirements as well as any district educational adequacy standards. As the design for a facility proceeds from the conceptual stage to schematic design and design development phases, we will monitor the budget and the estimated cost.

We will check this cost estimate during the drawing review process at 25, 50, 75 and 95 percent complete construction documents. At each phase, we will agree on the estimate and it will be within the budget for the project. We will also identify alternates in value of 10 percent to ensure that on bid day we are able to meet our budget and award a contract to begin construction.

Bob, our program manager, along with our project managers will be key parts of the design review team. We will also review the mechanical drawings and specifications for coordination, completeness and compliance with the commissioning plan.

The design review meetings will include all interested parties and at least the project architect and engineer, the representative from the instructional side of the house, maintenance and operations, transportation and food service personnel, and athletic personnel. Our program staff will record the meeting notes and build a list of items that need to be changed or corrected. We will use this list to make sure the architect and engineers have completed all the changes prior to the next review meeting. This list will be reviewed at the following meeting. When we review the final construction documents, we will verify that every item on the list has been addressed.

Development of Contracts / RFPs

We will evaluate the project list and recommend how the projects should be assigned based on the best interests of BISD. Each firm's strengths and resources will be considered. Parsons will identify candidates for design teams, and contractors to notify about up-coming projects, develop and review of the RFPs and contracts to ensure that they address specific functional and design experience and presentation of options for client review, development of specific questions for interviews, and participation in the actual interviews.

We will work with the local community and minority firms to ensure that they are aware of the upcoming work and that they participate in the process. It is a standard process for us to actively seek opportunities to work with local businesses, Small Disadvantaged, Woman-Owned Businesses, Minority-Owned Businesses, Historically Underutilized Business, and Minority Institutions. For many of our existing programs, we have formed partnerships with local and minority firms with significant participation. We also have a strong history of exceeding minority participation goals.

We believe the key to this success in obtaining local and minority participation is in our understanding of the unique demographics of each location in which we work and tailoring our local plans to match the relevant labor market area. This benefits the community and aides in bridging the gap between the community and the district by keeping all parts of the community involved in the program.

Resource Loaded Scheduling and Estimating

Once the project is awarded, it becomes a team effort from the start of design and continuing through occupancy. The schedule will be accomplished through several scheduling sessions which we will organize and facilitate. The first facilitated session will be to position the main project activities in a general form so that the team understands and agrees to the time frames and relationship of programming, design phases, iterative budgeting, owner approvals, procurement, construction and commissioning. Usually several preliminary schedules are produced and refined until the initial comprehensive master schedule is approved and distributed to all concerned parties. This schedule, while general in nature will be the primary tool to assure that the project is on track during its initial design and budgeting phase.

As the initial design progresses, more detail is added to the general schedule via the second facilitated schedule session. This is when the team will meet again and we will add more internal phasing to the schedule. This additional definition of work activities, logic, and durations forms a more accurate basis for measurement.

At the completion of design development, the final schedule development session is held to identify and add the additional components and details, modify logic and durations, and provide the information needed to form the Comprehensive Project Schedule. Procurement and permitting activities are identified and added as well as key submittals, shop drawings approvals, and material delivery lead times. The schedule is sorted by phase and illustrated in a bar chart format with the ability to produce time scaled, logic networks

as needed. We also produce plan and elevation graphics to illustrate the various designated areas of the project and the phasing of the work.

This Comprehensive Project Schedule becomes the base line of measurement for the project. It is continually updated to show actual progress against planned progress. The frequency of these updates is ongoing. This process continues throughout the project until the last activity has been completed at which time an As-Built schedule is prepared for post project analysis and inclusion with close-out documents.

We follow the philosophy that schedules should be generated and maintained as a central communication tool in order to meet the overall goal of timely project completion. This means project schedules should be valid in their approach to assignment of time durations and logic relationships; therefore, a team approach is used to ensure that information contained within the schedule is based on broad personal experience as well as current project conditions.

Since the schedule is to be used as a central communication tool, it is our philosophy that it should be created and presented with the right balance of clarity and detail so that it is useful and understandable to all parties involved within the project team.

Bidding, Evaluations and Negotiations

During the construction phase it is important to select the best qualified contractors for the work. We will accomplish this by working with the project architects to develop a proposal package that clearly states what BISD is looking for in this contractor; however, there are other opportunities to consider as well.

One strategy for raising contractor awareness is to host a luncheon meeting to publicize the upcoming projects in BISD and to encourage contractor participation. We will host this event on behalf of the BISD. It means a lot to the contracting community to get to meet the Superintendent of Schools and other managers and hear them talk about plans for BISD. The project architects will also have the opportunity to present the plans and proposal schedules and the contractor gets the chance to plan what they want to pursue. We have used this approach and had great results. None of this takes the place of advertising in accordance with the law, but it enhances the process. Our public engagement partner, Ware & Associates, will assist in this effort.

The new delivery methods allow for a BISD to use other factors besides low price to determine the best value. Time to complete might be a priority on one project and not so critical on another. We will keep these type of

considerations in mind while developing and establishing criteria, the proposal package and selecting the delivery method.

Prior to hiring the first contractors, we will work with the staff to develop a selection process. We see our role as a facilitator, but we will also make a recommendation for award of contract in conjunction with the project architect. During the selection process we will review the proposals, check references, determine the contractor's ability to perform, and evaluate alternates. If the BISD desires, we will prepare the action item for School Board approval.

We will work with the BISD Purchasing Department to place the required advertisements or if the BISD prefers, we will provide this service. We will also facilitate, participate and collaborate with BISD during the evaluation and negotiations of the different bond program partners.

Management / Coordination of Design Teams and Design Review

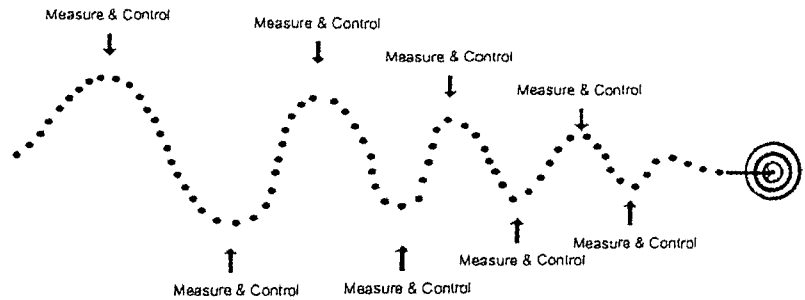
In addition to design review/constructability reviews by the Program Manager and Construction Management team, the team will also focus on functional and operational issues in reviewing design proposals presented for each project. In this work, client agency representatives would be included at each stage. We will begin by conducting a briefing session with each design team to introduce them to the key design requirements, answer questions, provide clarifications, and identify any unresolved issues for further assessment. The team would attend several review sessions during schematic design, with fewer during design development and contract documents stages.

Cost Verification / Estimating

Cost estimating is both a science and an art. And it is not a one time pursuit. It is ongoing from the pre-design phase right through the construction phase.

We have in-house estimators that will provide cost estimates at each step. The architect will also provide a cost estimate, and if a construction manager is involved, they will provide an estimate also. At each interval, when the team develops an estimate, we will review each other's numbers and come to an agreement of what our project team believes is the estimate that best reflects the project's actual cost. We had great success using this strategy in previous bond programs.

We will check this cost estimate during the drawing review process at 25, 50, 75 and 95 percent complete construction documents. At each phase, we will agree on the estimate and it will be within the budget for the project. We will also identify alternates in value of 10 percent to ensure that on bid day we are able to meet our budget and award a contract to begin construction.



At each phase, we will agree on the estimate and it will be within the project budget. If we are not within budget, we will work with the architect to provide options for bringing the project within budget.

Value Engineering as Required

As the name implies, value engineering is about getting the most value for the least cost. Most value engineering sessions include the PM or CM, the AE, specialty contractors and the end user. It is best when performed early in the process – before the design. Especially in a fast-track program, these decisions need to be made as early in the design as possible.

Coordinate / Track Agency Approvals

We will create a program-specific website for collaboration among the entire team called *IMPACTteam*. We developed IMPACT, our proprietary program management software, to offer construction management teams a single, central place to collect facts and make them available to the extended project team. *IMPACTteam* is the collection site for construction documents, and integrates seamlessly with *IMPACTprogram*. Together they enable a program management team to process, monitor and report the myriad details of your design and construction program. They can facilitate and record workflow and summarize information at any level of the program.

Our software serves as a central filing cabinet to track, document, and facilitate construction processes. Payments, RFIs, ASIs, Change Orders, and Submittals can all be created, monitored and processed within *IMPACTteam*. Team members can manage documents such as drawings, pictures and meeting minutes. This data is stored in the *IMPACTprogram* database, thereby reducing errors and time wasted reentering data. Automatic e-mail generation and action-item lists allow the project team to quickly identify and respond to scope issues. And it is web-based, so information will always be accessible, timely, and correct. The result is a streamlined workflow and a centralized source of project information.

Quality Assurance / Deficiency Resolution

Parsons is a strong advocate of employing a project-specific quality plan. We have an ongoing quality effort for all of our projects through a "lessons learned" method that captures and transfers information from project to project. IMPACTeam includes "lessons learned" database collected from our programs across the country. The application of these lessons helps us improve overall quality on each successive program.

We are serious about quality and our inspectors will provide our first line of defense for quality assurance. We will start inspections for compliance with specifications as soon as site work starts. We will employ a materials testing lab for steel and concrete testing, and verify that the CM is complying with safety and environmental inspections required under law. We will track the progress of as-built drawings by verifying status during the periodic pay application process.

We will pay special attention to specific controls such as welder licensing and certification during medical gas piping installation. Our thorough review of submittals and shop drawings will be aimed to minimize problems in the field by verifying materials and quantities. We will continuously ensure that the CM's workmanship brings the art and science of the design intent to life during construction.

We believe project quality depends fundamentally on meeting the Owner's definition of quality. The collaborative process described earlier will be used to set standards and goals. It is essential to develop project-specific quality goals as a team rather than imposing static definitions of quality on any one team member.

Controlling quality starts in the early phases of design. Before design starts the team will discuss and review systems and materials to establish the finished project standards.

We will perform several types of construction document reviews. Constructability reviews, cost/budget reviews, value engineering, scope reviews, dimension reviews, bid ability, and interdisciplinary coordination reviews. A major source of design errors and omissions is the point of interface between disciplines. The following construction document review system is specifically designed to address points of interface, enabling our review team to locate coordinate discrepancies between disciplines.

Quality is the measurement of conformance to requirements. It is our responsibility to help the client define those requirements. The more clearly the client's requirements are defined, the more likely it is that they will be met. The final definition of quality results from a collaborative effort among team members, and from reconfirmation throughout the project.

Construction Management

Once construction starts we will have a weekly construction meeting with the CM, architect and PM present. We will see that minutes are taken and distributed via the program website. We will establish action items and completion dates, track issues to their resolution and preserve the minutes as a record of the project. At each weekly meeting we will review a look ahead schedule to verify the contractor's progress. If there is a delay, we will require a recovery schedule illustrating how the CM will get back on schedule.

During this phase, we will have a team visit the site to execute the contract strategy that best serves the District's interests. The team will keep the projects on time and within the budget by serving as the project focal point. We will receive contractor questions, document them and expedite the team's response to keep the project on track. For contractor proposed changes, Parsons will analyze the cost and time impact to the project and make recommendations to the District. We will provide all services necessary to produce the required deliverables and manage the project.

On Site Inspection / Documentation

The project architect and engineer will be primarily responsible for inspections/observations during the construction process. We will support this effort with our QC inspectors. Our project manager will track any issues that come up and make sure they are resolved. During the substantial completion inspection, our project manager will walk the facility with the contractor, architect and the District representative to make sure all needed corrections are listed on the final punch list.

Our project managers will visit the sites to ensure the work is proceeding properly and work with the project team to answer questions. Our Quality Control inspectors will also be visiting the sites on a regular basis and especially prior to any cover up work being started. We believe that one project manager can effectively handle more than one project at a time. So this means they won't be on site 100% of the time. They will always be available to the project team. We will coordinate with the project architect and QC inspector to ensure adequate on-site coverage.

We will utilize the IMPACT program software to manage documentation and progress. By utilizing this technology, we will be able to keep all members of the program team informed on the progress. We will also provide regular commissioning status reports. These reports will detail the progress of the commissioning process, major activities, and documented non-compliance items.

Payment Approvals / All Bond Funds

We will establish a procedure with the architect, contractor and the District for pay application review. Usually we review a preliminary application with the architect and contractor, make any adjustments, then the contractor submits the application to the architect who approves it and forwards it to us for final review and processing. Each pay application that we process will be entered into the IMPACT system, so we can always see where we are on payment status and percentage of completion. We will also work with the district's accounting department to establish an interface with the district's software so payment application data can be verified and transferred without them having to re-enter it.

We will establish a procedure with the architect, contractor and BISD for the review of applications for payment. Usually we review a preliminary "pencil copy" application with the architect and contractor and make any necessary adjustments. The contractor then submits the application to the architect who approves it and forwards it to the PM team for final review and processing. Each application for payment will be entered into IMPACT~~program~~ so we always maintain the current accounting status on the program.

Construction and Contract Close Out

Our project managers will review the punch list and track and report progress in our weekly and monthly reports. We will schedule the user operation and maintenance training as required in the specifications and document that it took place, with the correct people present.

We will develop a project closeout checklist and review the close-out document packages for completeness prior to acceptance and transmittal to the District.

Move and Relocation Coordination

Moving the staff, furniture, equipment and materials must be properly planned for a smooth transition. We will lead this planning and execution. We believe your staff should ideally have at least two weeks prior to the opening of the facility. That date is always incorporated into our master and construction schedules. We will also be sure that all necessary close-out documents and final reports are submitted to the district.

Our program manager will work closely with the staff to coordinate the move-in process. The move will define the overall success of the project to many stakeholders.

Our project managers will work closely with building principals and other District staff to coordinate the move-in process. We will work with the building users in the early planning stages to make sure we minimize the

inconvenience to staff and students. We will continue this effort throughout the final move-in process.

We will help both staff and moving professionals coordinate the relocation through:

- Developing schedules, tasks, and responsibilities for move components
- Creating a champion for each coordinated move
- Working with involved staff on a communication plan for staff, physicians, and the community
- Integrating security, IT/IS, administrative departments and vendors to support equipment relocations

Overall Contract and Document Management

Once we have the program budget and schedule approved we will have a workshop to implement document management technology. We will work with the BISD staff that will be using the system to determine how to best set them up to meet their needs. We will use the format you provide for the monthly status report and will tailor our internal tracking and reporting screens to support your needs. We will make *IMPACTprogram* available to your staff as necessary and will provide user training. *IMPACTprogram* will provide a complete accounting picture of the program, organized in one location.

Parsons has developed project management software that is unique in the industry. It was designed to manage and report the information that is critical to our clients and to be easily customized to a client's particular needs. Our software suite provides a way to organize and manage data that would otherwise be scattered and hard to use. Because our project team won't waste time managing data, they will be able to focus their efforts on managing the program.

It's no longer practical to manage large programs without good information systems. Over the course of your bond program, tens of people will make thousands of decisions. The effects of their decisions will have far-reaching implications. With a fast moving multi-project bond program like yours, all that information can't be tracked in people's heads or with a paper-based filing cabinet approach. Instead, we manage programs using online communication, relational databases and intuitive user interfaces.

We approach software design by first assuming that "one size does *not* fit all." We have found that some projects require custom systems, while others can use off-the-shelf applications that are simply integrated for data sharing. Because we own the code, we can readily modify our software to the Client's

specific needs. Below is an example of what the overview “dashboard view” of IMPACT would look like for BISD.

IMPACT Software

In the past, program management tools often impeded the actual work. Too much time was spent managing the data instead of managing the program. With cost data being kept in accounting, schedule information controlled by managers and the scope of work in the hands of the A/Es, it was difficult to get everyone on the same page. IMPACT changes that. It records the agreements and the cost, schedule and scope information necessary to deliver a program, leaving managers free to concentrate on the critical issues. With IMPACT, our construction management team will have a single, central place to collect facts and make them available to the extended project team.

We believe IMPACT is unique in the industry. It’s the only software we know of designed with a multiple-project program in mind. It is also one of the few systems that focus on information of interest to owners.

Focusing the process

The concept behind IMPACT is to provide a simple way to organize the enormous assembly of agreements in various forms and in multiple tiers that exist in a design and construction program. IMPACT allows users to organize these contracts via the agreement tree—a logical hierarchy of grouped contracts. In the agreement tree in the sidebar, the contracts are organized by type into: program administration, horizontal procurement and individual campuses.

The Best Documentation

During the course of every program issues will develop involving schedules, cost information, scope of work or simply who did what and when. When there is a problem, good documentation supports a speedy resolution. The screenshot below shows the IMPACTteam site used to manage documents like RFIs, drawings, and meeting minutes. With extensive reporting abilities and excellent documentation and search capabilities, IMPACT provides the solution to documentation issues.

Post Occupancy Evaluation / Warranty Tracking

We will work together with district staff to develop a warranty request reporting process that ensures that items get corrected in a timely manner.

Our team strongly believes in the value of conducting Post-Occupancy Evaluations (POEs) of your facilities after they are completed and occupied. During project definition, programming and design there will be literally thousands of decisions made that will have an impact on a building’s ability

to fulfill the district's educational goals. POE will allow the entire team to learn what does and doesn't work, make recommendations for corrections, and, most important, incorporate these lessons learned into the decision making process for future buildings.

Community and School Relations

Keeping the community apprised of the bond program progress and status is key to the success of the program. To ensure the community has access to bond program information, in real-time, we will maintain a Bond Program website.

In working with the Owner Representative, Parsons will establish an electronic format for weekly updates on the projects. Issues requiring immediate attention for action or information, whether physical/technical/actual or political in nature, will be communicated by phone call or face-to-face.

We will keep the community advised of the progress of the work by holding meetings at open houses at the schools or another district facility regularly.

We also anticipate working with a design committee during the design of all facilities. The design committee may include the building principal or their designee, representatives from the Curriculum and Instruction department and any other person appointed by the district.

Additional Scope Items

FEMA Negotiations

In addition to the bond funded projects, we are equipped to help BISD with any outstanding recovery projects or pending FEMA reimbursement negotiation issues from Hurricane Rita. Members of our support staff have extensive experience in recent disaster events in the region, including Tropical Storm Allison in Houston, Hurricane Katrina in New Orleans, and Hurricane Rita in Beaumont.

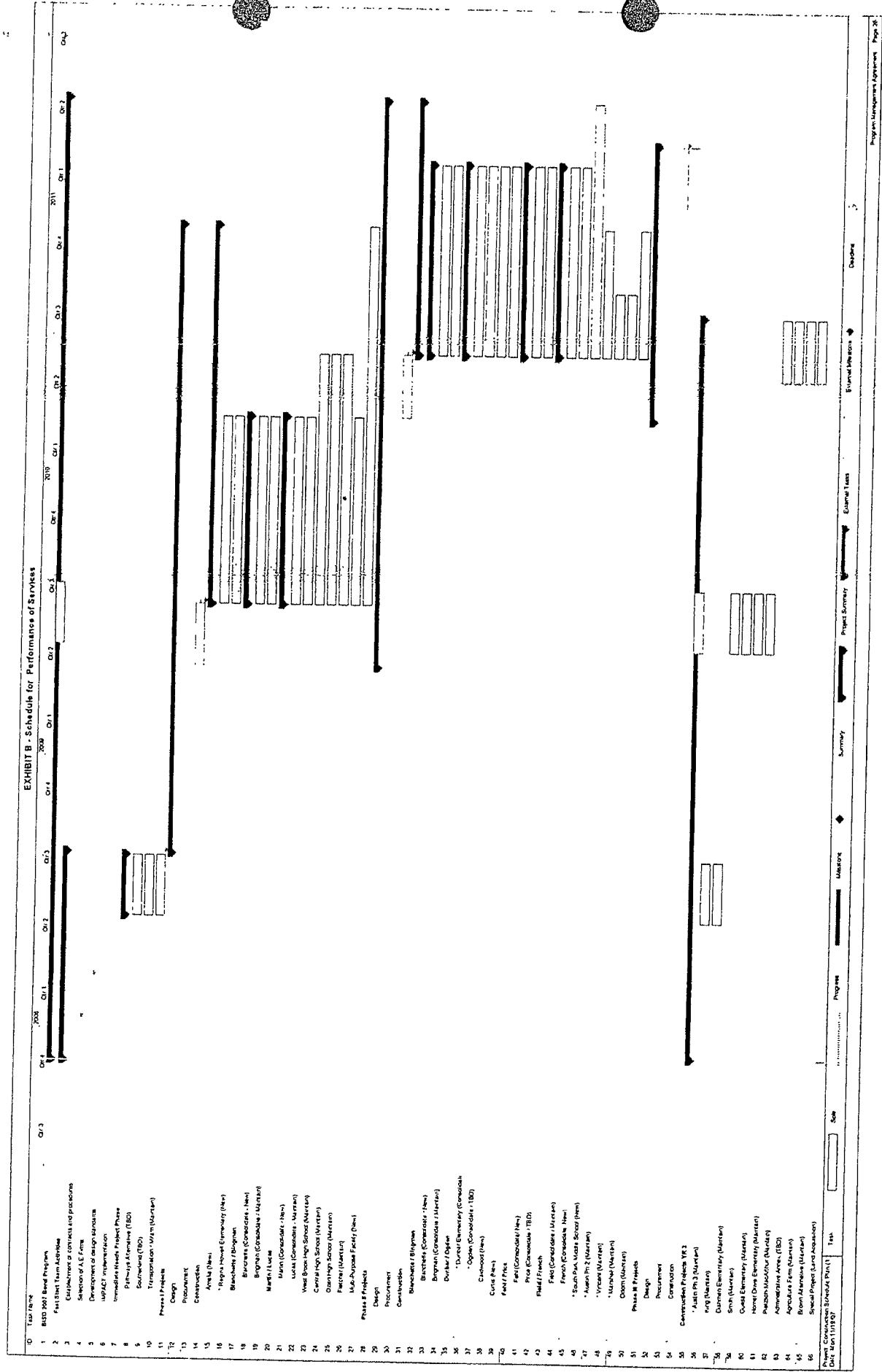


Schedule for Performance of Services

- Per the attached "Schedule of Performance of Services"

Exhibit B

EXHIBIT B - Schedule for Performance of Services



Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 55

CAUSE NO. D182-953

A. B. BERNARD and
BGI CONTRACTORS, LLC.

vs.

BEAUMONT INDEPENDENT SCHOOL
DISTRICT, PARSONS COMMERCIAL
TECHNOLOGY GROUP, INC., DR.
CARROL A. THOMAS

§ IN THE DISTRICT COURT
§
§
§
§ OF
§
§
§
§
§ JEFFERSON COUNTY,
§ TEXAS
§
§

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, A. B. BERNARD and BGI CONTRACTORS, LLC., hereinafter referred to as Plaintiffs, complaining of the BEAUMONT INDEPENDENT SCHOOL DISTRICT, DR. CARROL A. THOMAS, and PARSONS COMMERCIAL TECHNOLOGY GROUP, INC., and other, as yet, unnamed employees and officers of the Beaumont Independent School District and Parsons Commercial Technology Group, Inc., and in support thereof would show the Court as follows:

I.

Discovery Plan

1. Pursuant to Rule 190 of the Texas Rules of Civil Procedure, Plaintiffs advise the Court that this case requests monetary relief in excess of the court's minimum jurisdictional limit. Plaintiffs request that discovery be conducted in accordance with a Level 3 Discovery Control Plan tailored to the circumstances of the suit, pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

II.

Parties

2. Plaintiff, A.B. Bernard, is a citizen of Jefferson County, Texas. He is also President of BGI Contractors, LLC, an interested party in the bidding process for certain construction projects for the Beaumont Independent School District.

3. Plaintiff, BGI Contractors, LLC, is a Texas Limited Liability Company with its principal office located at 1325 Spindletop Road, Beaumont, Texas 77705.

4. Defendant, Beaumont Independent School District, is a political subdivision of the State of Texas, which may be served by serving its Superintendent, Dr. Carrol A. Thomas, at 3395 Harrison Avenue, Beaumont, Texas 77706.

5. Defendant, Dr. Carrol A. Thomas, is an individual who may be served at his place of employment, Beaumont Independent School District, 3395 Harrison Avenue, Beaumont, Texas 77706.

6. Defendant, Parsons Commercial Technology Group, Inc., is Delaware Corporation, that may be served by serving its registered agent, CT Corporation System, 350 North St. Paul Street, Dallas, Texas, 75201.

III.

Jurisdiction and Venue

7. This Court has jurisdiction over this controversy because Plaintiff's claims exceed the minimum jurisdictional requirements of this Court and because Plaintiff is seeking injunctive relief. TEX. GOV. CODE §§ 24.007-.008. The Court has jurisdiction over this controversy under the common law, as well as under the terms of Chapter 44 Subchapter B, Texas Education Code.

8. Venue is set in Jefferson County because it is the county in which one or more of the defendants is domiciled. TEX. R. CIV. PRAC. & REM. CODE 15.002. It is also the county in which one or more defendants reside and is a suit for injunctive relief, TEX. R. CIV. PRAC. & REM. CODE, 65.023. Moreover, Jefferson County, Texas is the county where a substantial part of the conduct, events, acts and/or omissions giving rise to the claim occurred. TEX. R. CIV. PRAC. & REM. CODE § 15.002.

IV.

Factual Background

9. In March of 2008, Defendants issued Request for Proposals (RFP) No. 08-004B for Construction Manager Risk Services for New Elementary School Prototypes - Beaumont Independent School District. The proposals were solicited by the District under the supervision and control and advice of Thomas and Parsons. It was represented by Defendants that the process by which selection would take place of the contractor to perform the services, would be under the terms and procedures allowed by Texas statute and described by the Defendants to the contractors. In reliance on these representations Proposals were provided by contractors and interviews were conducted. It was further

represented that the process was aimed at maximizing or achieving the best value for BISD and the citizens and taxpayers in the District. Daniels Building & Construction, Inc., along with its partner, BGI Contractors, LLC., submitted its proposal which proved to be the lowest bid for services. Daniels Building & Construction, Inc., along with three other companies, was selected to interview, and Daniels was rated highest. In other evaluation variables which were applied, Daniels ended up either in a statistical tie with its nearest competitor; or, if correct numbers had been properly applied, the totals would have ranked Daniels higher than its nearest competitor. Despite this, at the conclusion of the process, a lower ranked and more costly contractor, was selected.

10. The Texas Education Code sets forth the specific bidding procedures that the officers, employees, and agents of Beaumont Independent School District, were required to follow during the selection of Construction Manager Risk Services for New Elementary School Prototypes. These procedures were enacted to protect taxpayers from fraud and favoritism in the expenditure of government funds. In choosing a lower ranked and more costly contractor, over Daniels Building & Construction, Inc, Defendants violated the procedures which they represented they would follow, on which the contractors relied, amounting to a choice of fraud and/or favoritism over the protection of the taxpayer, and as a result, Plaintiffs have been damaged and the Contract should be enjoined.

11. Chapter 44 Subchapter B of The Texas Education Code requires the Defendants to consider certain criteria in the selection of contractors and to assign relative weights to each of the criteria. The criteria include the purchase price, the reputation of the vendor and of the vendor's goods or services, the quality of the vendor's

goods or services, the extent to which the goods or services meet the district's needs, the vendor's past relationship with the district, the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor's goods or services, and any other relevant factor specifically listed in the request for bids or proposals.

12. The criteria set forth above are not to be given simple lip service. Rather, Defendants are required to actually base their selection on these criteria. Here, Defendants did not. Rather, the defendant Thomas insinuated himself into the selection process and abandoned and/or did not apply the proper process. Alternatively, defendant Parsons abandoned and/or did not apply the proper process. Alternatively, both Defendants Thomas and Parsons did so, in what appears to be a manipulated selection process that improperly and arbitrarily led to a recommendation to the Board of the Beaumont ISD, of a lower ranked and more expensive contractor, without Thomas and/or Parsons ever disclosing to the Board that such was the case. Alternatively the Board of the BISD was aware of the foregoing and participated in the improper selection.

13. In the absence of Defendants' tortious conduct, the Contract clearly would have been awarded to Daniels Building & Construction, Inc., which was the highest rated contractor and the lowest bidder for the subject contract, and which provided the best value of the school district.

14. Because the Contract was improperly awarded, it becomes necessary to bring this suit for injunction and damages.

V.

Fraud

15. The Contract was awarded to a higher bidding, lower rated contractor, as a result of fraud, intentional misconduct, and/or incompetence, on the part of Defendants in violation of the relevant statutes noted above. Defendants' conduct constitutes fraud and a violation and breach of the public trust. Defendants intentionally withheld material facts regarding the actual selection process to be used, and regarding the process which was used, and delayed, repeatedly, disclosure of the documents and data Defendants supposedly used in making the selection. Plaintiffs, and other contractors relied on Defendants' representations of the procedures that would be followed and the rules of selection, (which in fact were not followed...in fraud of the rights of Plaintiffs), to Plaintiffs' detriment and damage, and to the detriment and damage to the taxpayers and the BISD. Accordingly, Plaintiffs seek damages including lost time and work expended in the bidding process, lost profits BGI would have realized if the Contract had been awarded to it and its bidding partner, plus fees, expenses, and costs, incurred in the investigation and presentment of this matter, as well as other damages as will be shown at the time of trial.

VII.

Request for Injunctive Relief

16. Defendants' conduct and award of the Contract to a lower ranked and higher bidding contractor constitutes a violation of Section 44.031 of the Texas Education Code. In accordance with Section 44.032, Plaintiffs seek a temporary injunction, against the Beaumont Independent School District and its agent, Parsons


Commercial Technology Group, Inc., to halt performance under the Contract during the pendency of this action, and a permanent injunction to enjoin performance of the Contract with the lower ranked and higher bidding contractor, and instead award the Contract to Daniels Building & Construction, Inc. By statute, Plaintiffs are also entitled to reasonable attorneys' fees, expenses and costs.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs, A.B. BERNARD and BGI CONTRACTORS, INC., hereby pray that Defendants be cited to appear and answer herein, and after due consideration hearing and trial of this cause, Plaintiffs obtain the following relief:

1. A temporary injunction to halt performance under the Contract during the pendency of this action;
2. A permanent injunction to enjoin performance of the awarded Contract and award the Contract instead to Daniels Building & Construction, Inc.
3. Actual and punitive damages.
4. Attorney's fees, expenses and costs.
5. Such other and further relief to which he may show himself justly entitled.

Respectfully submitted,

MEHAFFY & WEBER
Attorney for Plaintiffs

By 
LOUIS M. SCOFIELD, JR.
State Bar No. 17884500

Post Office Box 16
Beaumont, Texas 77704
Telephone: 409/835-5011
Telecopier: 409/835-5729

JURY DEMAND

Plaintiff respectfully requests a trial by jury.

CR

CAUSE NO. D-182,953

A. B. BERNARD AND BGI
CONTRACTORS, LLC

VS.

BEAUMONT INDEPENDENT SCHOOL
DISTRICT AND DR. CARROL A. THOMAS

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§
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IN THE DISTRICT COURT FOR

JEFFERSON COUNTY, TEXAS

136TH JUDICIAL DISTRICT

ORDER OF DISMISSAL

BE IT REMEMBERED on the date and time of signature hereunder there came on for consideration the above-captioned cause, and the Court, being apprised that all matters and disputes by and between the parties have been settled and that the Plaintiffs' claims and any counterclaims or cross-claims should be dismissed with prejudice, said claims are hereby

DISMISSED WITH PREJUDICE.

Costs are adjudged against the parties incurring same.

Signed this 9th day of July, 2009.


JUDGE PRESIDING

FILED
at 9:08 o'clock 0 M

JUL 09 2009

LOLITA RAMOS
CLERK, DISTRICT COURT OF JEFFERSON CO., TEXAS
BY  DEPUTY

BEAULITIGATION:990713.1

Forensic Accounting Examination
Beaumont Independent School District
2007 Bond Program

Exhibit 56

Jefferson County District Court

FILED

LexisNexis Transaction ID: 36841375

Date: Mar 31 2011 3:38PM

Lolita Ramos, Clerk

FILED
DISTRICT COURT OF
JEFFERSON COUNTY, TEXAS

CAUSE NO. D189,686

GADV, INC. d/b/a L&L GENERAL
CONTRACTORS,

VS.

BEAUMONT INDEPENDENT
SCHOOL DISTRICT, CARROL A.
THOMAS, in his official and individual
capacities, WOODROW REECE, in his
official and individual capacities,
TERRY D. WILLAMS, in his official
and individual capacities, OLLIS E.
WHITAKER, in his official and
individual capacities, GWEN AMBRES,
in her official and individual capacities,
PARSON'S COMMERCIAL
TECHNOLOGY GROUP, INC. and
HRE, INC. ✓

IN THE DISTRICT COURT OF

'11 MAR 31 P3:38

JEFFERSON COUNTY, TEXAS

136th JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

This is an action by Plaintiff seeking (1) injunctive and declaratory relief for a violation of TEX. EDUC. CODE § 44.039, (2) a writ of mandamus requiring compliance with TEX. EDUC. CODE §44.035(c), (3) declaratory and equitable relief for violations of Plaintiff's equal rights guaranteed under the TEXAS CONSTITUTION, and (4) compensatory and punitive damages, and declaratory and equitable relief pursuant to 42 U.S.C. § 1988 due to violations of its civil rights guaranteed by the EQUAL PROTECTION CLAUSE of the U.S. CONSTITUTION and 42 U.S.C. § 1981. Plaintiff also seeks compensatory damages against certain defendants pursuant to 42 U.S.C. §§ 1983, 1985 and 1986.

Specifically, Plaintiff GADV, INC. complains against Defendants BEAUMONT INDEPENDENT SCHOOL DISTRICT, CARROL A. THOMAS, in his official and individual capacities, WOODROW REECE, in his official and individual capacities, TERRY D. WILLIAMS, in his official and individual capacities, OLLIS E. WHITAKER, in his official and individual capacities, GWEN AMBRES, in her official and individual capacities, PARSON'S COMMERCIAL TECHNOLOGY GROUP, INC. and HRE, INC. as follows:

I.

DISCOVERY LEVEL

1. Plaintiff intends for discovery in this civil proceeding to be conducted under Level 3.

II.

PARTIES

2. Plaintiff GADV, INC. is a Texas corporation headquartered and doing business in Beaumont, Texas, as L&L General Contractors (hereinafter sometimes called "L&L"). Its principal place of business is 11988 FM 365 West Road, Beaumont, Texas 77705. L&L is a general contractor specializing in commercial construction. It is owned and operated by persons of the white race. Its president is Glenn McDonald, a white male.

3. Defendant BEAUMONT INDEPENDENT SCHOOL DISTRICT (hereinafter sometimes called "BISD") is a Texas independent school district located in Beaumont, Texas. BISD is sued herein for compensatory damages, injunctive, declaratory and mandamus relief.

4. Defendant CARROL A. THOMAS (hereinafter sometimes called "Thomas") is Superintendent of BISD and occupied said office at all times material to the claims for relief alleged herein. Thomas is a Beaumont, Texas, resident. Thomas is sued herein in his official and individual capacities for injunctive, declaratory and mandamus relief.

5. Defendant WOODROW REECE (hereinafter sometimes called "Reece") has been a member of the BISD Board of Trustees (hereinafter sometimes called the "BISD Board" or "Board") from 1998 through the present, and currently serves as the Board's president. Reece is a black male, and a Beaumont, Texas resident. Reece is sued herein in his official and individual capacities for compensatory and punitive damages, injunctive and declaratory relief.

6. Defendant TERRY D. WILLIAMS (hereinafter sometimes called "Williams") has been a member of the BISD Board from 1994 through the present. Williams is a black male, and a Beaumont, Texas resident. Williams is sued herein in his official and individual capacities for compensatory and punitive damages, injunctive and declaratory relief.

7. Defendant OLLIS E. WHITAKER (hereinafter sometimes called “Whitaker”) has been a member of the BISD Board from 1996 through the present. Whitaker is a black male, and a Beaumont, Texas resident. Whitaker is sued herein in his official and individual capacities for compensatory and punitive damages, injunctive and declaratory relief.

8. Defendant GWEN AMBRES (hereinafter sometimes called “Ambres”) has been a member of the BISD Board from about December 16, 2010, through the present. Ambres is a black female, and a Beaumont, Texas resident. Ambres is sued herein in her official and individual capacities for compensatory and punitive damages, injunctive and declaratory relief.

9. Defendant PARSON'S COMMERCIAL TECHNOLOGY GROUP, INC. (hereinafter sometimes called “Parsons”) is a Delaware corporation, and at all times material to the claims for relief herein, maintained offices and routinely conducted business in Beaumont, Texas. At all times material to the claims for relief alleged herein, Parsons was, by agreement with BISD, the construction manager-at-risk for BISD's year 2007 voter-approved bond program (Bond). BISD delegated to Parsons the authority to, among other things, (1) oversee, manage, coordinate, advise and report on Bond-related construction, (2) manage, oversee, evaluate, recommend and/or rank bids received by BISD in response to Bond-related solicitations for construction, and (3) develop, draft, implement and monitor BISD's “Local, Minority and Woman-Owned Business Enterprise Plan”

(L/MWBE). Parsons is sued herein for compensatory and punitive damages, injunctive and declaratory relief.

10. Defendant HRE, INC. (hereinafter sometimes called "HRE") is a Texas corporation with its principal place of business in Houston, Texas. HRE was formerly known as Healthy Resources Enterprise, Inc. HRE provides engineering, and construction and program management services. HRE is a U.S. Small Business Administration (SBA) certified 8(a) small disadvantaged business, 13 C.F.R. §§ 124.1-124.1014, and is certified by the State of Texas as a "Historically Underutilized Business" (HUB). TEX. GOV'T CODE CHAPTER 2161. BISD's public "vendor database" lists HRE's "ethnicity" as African-American. HRE is sued herein for injunctive and declaratory relief.

III.

JURISDICTION & VENUE

11. L&L seeks temporary and permanent injunctive relief and an award of attorneys' fees and costs based on violations of provisions of Chapter 44, Subchapter B, of the TEX. EDUC. CODE. The District Court of Jefferson County, Texas has subject matter jurisdiction over the said claims, and L&L's mandamus request, pursuant to TEX. GOV. CODE §§ 24.007-.008 and TEX. EDUC. CODE § 44.032(f).

L&L seeks temporary and permanent injunctive relief and a declaratory judgment due to BISD and government-defendants' violation of TEX. CONST, art. I, § 3. The Court has subject matter over L&L state constitutional claims pursuant to TEX. GOV. CODE §§ 24.007-.008.

This Court has subject matter jurisdiction over L&L's claims for damages and equitable relief under U.S. CONST, amend. XIV, § 1, and 42 U.S.C. §§ 1981(a), 1983, 1985, 1986 and 1988, pursuant to TEX. GOV. CODE §§ 24.007-.008. *Thomas v. Allen*, 837 S.W.2d 631, 632 (Tex. 1992) (*per curiam*) (a state court cannot refuse to entertain a section 1983 claim on the ground it was barred by defense of immunity); *Campos v. Nueces County*, 162 S.W.3d 778 (Tex. App. – Corpus Christi 2005, *no pet.*) (“Although the protections of immunity are broad, they do not extend to liability under the civil rights act.”).

Because L&L seeks temporary and permanent injunctive relief, redress for violations of its right to equal protection of the laws under U.S. CONST, amend. XIV, § 1 and TEX. CONST, art. I, § 3, and monetary and equitable remedies for violations of its federal rights secured by 42 U.S.C. §§ 1981(a), 1983, 1985 and 1986, L&L has no legal duty to exhaust first any applicable administrative remedies. *Dotson v. Grand Prairie Indep. School Dist.*, 161 S.W.3d 289, 291-92 (Tex.App. – Dallas 2005, *no pet.*).

12. Venue is proper in Jefferson County, Texas because at least one of the Defendants resides in this county and injunctive relief is sought herein. TEX. R. CIV. PRAC. & REM. CODE § 65.023. In addition, Jefferson County, Texas is where a substantial part of the conduct, events, acts, omissions, and/or statutory and constitutional violations giving rise to L&L's claims alleged herein occurred. TEX. R. CIV. PRAC. & REM. CODE § 15.002.

IV.
FIRST CLAIM FOR RELIEF
VIOLATION OF TEX. EDUC. CODE §§ 44.039 & §44.035(C)

[Defendants BISD, Thomas, Reece, Williams, Whitaker and Ambres,
in their official and individual capacities, Parsons and HRE]

13. L&L incorporates hereunder the averments made above in paragraphs 1 through 12 above.

14. On about December 7, 2010, BISD publicly noticed a Request for Competitive Sealed Proposals for RFP 10.029B, West Brook High School Phase 5 Field House (the "Request" or "Project"). TEX. EDUC. CODE § 44.031(a)(2). BISD and the Request were subject to TEX. EDUC. CODE § 44.039:

(a) In selecting a contractor for construction, rehabilitation, alteration, or repair services for a facility through competitive sealed proposals, a school district shall follow the procedures prescribed by this section.

(d) The district shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria, estimated budget, project scope, schedule, and other information that contractors may require to respond to the request. The district shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

(e) The district shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. Within 45 days after the date of opening the proposals, the district shall evaluate and rank each proposal submitted in relation to the published selection criteria.

(f) The district shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation. The district shall first attempt to negotiate with the selected offeror a contract. ... If the district is unable to negotiate a contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

(g) In determining best value for the district, the district is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

15. As was customary with respect to Bond-related construction, BISD delegated the evaluation and ranking of responses to an "Evaluation Committee." The Request specified the Evaluation Committee "will use the following criteria and point valuation in determining which respondent provides the best value to the district."

16. The Request assigned 60 points to "Qualifications," such as "Relevant Experience and Reputation/Past Experience with BISD," Team Organization and Staffing," "Financial Stability and Litigation," "Proposed M/WBE [Minority/Woman-Owned Business Enterprise] Participation Plan and Experience with M/WBE Plans," and "Firm Location." The Request assigned 40 points to "Proposed Price/Long Term Acquisition Costs." A contractor's race or minority status was not listed as a selection criteria.

17. The Request notified bidders of a mandatory, pre-bid conference to be held December 14, 2010, and that responses were due by, and would be opened publicly January 4, 2011, at 2:00 p.m. L&L attended the pre-bid conference, and met all applicable deadlines. The Request stated the BISD Board would “consider the bid for award” at its upcoming January 20, 2011, meeting.

18. After receipt of eight (8) responses to the Request, including L&L’s response, the Evaluation Committee evaluated the responses, allegedly conducted interviews and ranked the contractors, including L&L and HRE.

19. The Evaluation Committee ranked L&L number one (1), determining its selection represented the “best value” to BISD and its taxpayers. TEX. EDUC. CODE § 44.039(f).

20. The Evaluation Committee ranked HRE number four (4) of the eight ranked contractors, noting, without limitation, serious and substantial performance-related concerns about other BISD work HRE had performed.

21. Selection of the Project contractor was placed on the Board’s January 20, 2011 meeting agenda along with the consideration and selection of contractors for other Bond construction projects.

22. At the January 20, 2011, Board meeting, and just before reaching the subject Request on the agenda, Reece publicly criticized Parsons concerning contractor recommendations and/or selections, giving particular, strong emphasis to the perceived failure to recommend enough local and/or minority contractors,

making reference to "black folk," other minorities and women. He threatened Parsons with possible termination if matters in this regard did not change.

23. Reece, with impatience and obvious frustration, informed, "You have a board that feels uncomfortable with what is going on." Upon query by Reece, Williams agreed the perceived problem with Parsons had not changed since the prior Board meeting. At that meeting, Williams publicly had complained that Parsons recommended a contractor for a Bond project with no minority subcontractors utilized. Williams made clear this was wholly unacceptable, and that he wanted to see minorities used, even if there were just "1%."

24. The message to Parsons was clear: Recommend local and/or minority contractors or the Board will reject the recommendation and/or you may be terminated. Reece noted at the meeting that the Board directive had been communicated to Parsons, at its direction, *via* Thomas.

25. In connection with the above, Reece further announced publicly that all BISD construction awards should be halted (and some redone) until the Board could obtain answers, or corrective action from Parsons.

26. Directly after Reece's chastisement of Parsons, the Board voted to table selection of a Project contractor and the selection of contractors for other BISD Bond projects.

27. At the next regular meeting of the BISD Board of Trustees, held February 17, 2011, and following on the heels of Reece's and Williams's public criticism of Parsons, Parsons recommended HRE as Project contractor.

28. In response, BISD Trustee Neild expressed concern about whether the Board would be violating TEX. EDUC. CODE § 44.039 by selecting a number four (4) ranked contractor over three higher ranked contractors, including number one (1) ranked L&L. Trustee Neild pointed out to the Board, and to Parsons, that Parsons' paperwork still ranked L&L number one. He also questioned Parsons about HRE's noted prior performance problems with the district.

29. Ed Caillouette, Parsons' employee, and designated Bond Program Director, responded, explaining HRE had failed on another Bond project to follow a bulk purchase directive, and as a consequence, had cost BISD a significant amount of money. He also explained HRE had walked off the BISD project, necessitating a replacement contractor. Mr. Caillouette, however, wholly sidestepped Trustee Neild's concern about compliance with TEX. EDUC. CODE § 44.039(f) should the Board selected HRE.

30. Thereafter, Reece, Ambres, Williams and Whitaker, the four black Board members, voted to select number four (4) ranked HRE as the Project contractor.

31. The remaining three Board members, Tom Neild, Janice Brassard, and William Nantz, voted against HRE's selection. As a result of the vote, HRE, and not L&L, was selected to enter into contract negotiations with BISD as Project contractor.

32. Section 44.039 of the TEX. EDUC. CODE sets forth specific procedures the Board must follow concerning a TEX. EDUC. CODE § 44.031(a)(2) competitive sealed proposal.

33. The provisions of TEX. EDUC. CODE §§ 44.039 or 44.031(a)(2) are mandatory, and they cannot lawfully be applied by the Board or its agents to justify the arbitrary or capricious selection of a contractor, or in any manner otherwise contrary to law, such as in contravention of the rights guaranteed and secured by U.S. CONST, amend. XIV, § 1, 42 U.S.C. §§ 1981(a) and/or TEX. CONST.; art. I, § 3.

34. Moreover, §§ 44.031(a)(2) and 44.039 of the TEX. EDUC. CODE were enacted, in large measure, to protect local school district taxpayers from fraud, favoritism and to facilitate the expenditure of public funds in a manner truly representing the "best value" to the public.

35. BISD's failure and refusal to select the Project contractor representing "best value," as determined in advance by the Evaluation Committee, not only violated TEX. EDUC. CODE § 44.039(f), but is injurious to BISD's taxpayers who deserve and are owed "best value." While the Board legitimately

may choose no contractor, if it selects one, that contractor must be selected pursuant to TEX. EDUC. CODE § 44.039(f).

36. L&L, through counsel, made repeated written demand of BISD to make full public disclosure of the evaluations of the Project contractors. TEX. EDUC. CODE §44.035(c).

37. Despite three (3) such written demands, BISD, Thomas and other BISD administration officials have, to date, knowingly failed and refused to comply with their mandatory, non-discretionary obligations under TEX. EDUC. CODE §44.035(c) (independent school district required to “document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded”).

38. Further, L&L attempted in good faith to address its complaint informally with BISD, by written demand. BISD’s Board, however, chose to ignore it. In short, although BISD has had knowledge of the above-described violation, the collective Board and BISD administration have elected to do nothing whatsoever about it, forcing L&L to bring the instant suit.

39. BISD’s conduct described herein violated TEX. EDUC. CODE § 44.039 and TEX. EDUC. CODE §44.035(c).

40. As a consequence, and in accordance with TEX. EDUC. CODE § 44.032, L&L seeks a preliminary injunction against BISD, Thomas, in his official capacity, Parsons, and HRE, and their respective agents, officers, and employees,

suspending performance under the unlawfully awarded contract, or if no contract has yet been executed, suspending during the pendency of this civil proceeding all contract negotiations between HRE and BISD and/or execution of a contract by HRE and BISD pertaining to the Project, such relief to be made permanent upon final trial of this case.

42. L&L further seeks a writ of mandamus compelling BISD and Thomas to comply fully and immediately with TEX. EDUC. CODE §44.035(c). *Anderson v. City of Seven Points*, 806 S.W.2d 791 (Tex. 1991) (“A writ of mandamus will issue to compel a public official to perform a ministerial act. An act is ministerial when the law clearly spells out the duty to be performed by the official with sufficient certainty that nothing is left to the exercise of discretion.”).

43. Further, L&L seeks a judicial declaration that BISD, and Reece, Williams, Whitaker and Ambres, in their official capacity, violated TEX. EDUC. CODE § 44.039 in the selection of HRE as Project contractor, that BISD was and is legally bound by TEX. EDUC. CODE § 44.039 to commence contract negotiations with L&L, the first ranked contractor, that BISD and its agents were and are statutorily prohibited in the context of TEX. EDUC. CODE § 44.031(a)(2) from recommending and/or selecting a lesser ranked contractor without first selecting and entering into contract negotiations with the first ranked contractor, and last, that the Board is not empowered to select whatever contractor it wishes but is bound by TEX. EDUC. CODE § 44.039. TEX. CIV. PRAC. & REM. CODE §§ 37.001-

37.011.

44. Last, L&L seeks an award against BISD of L&L's attorneys' fees, expenses and costs incurred in the successful prosecution of its claim pursuant to TEX. EDUC. CODE § 44.032(f) and TEX. CIV. PRAC. & REM. CODE § 37.009. *Tex. Educ. Agency v. Leeper*, 893 S.W.2d 432, 446 (Tex. 1994) ("by authorizing declaratory judgment actions to construe the legislative enactments of governmental entities and authorizing awards of attorneys fees, the [Declaratory Judgments Act] necessarily waives governmental immunity for such awards").

V.

SECOND CLAIM FOR RELIEF

VIOLATION OF 42 U.S.C. §§ 1981(a)

[Defendants BISD, Thomas, in his official capacity, Reece, Williams, Whitaker, Ambres, in their official and individual capacities, Parsons and IRE]

45. L&L incorporates hereunder the averments made above in paragraphs 1 through 44 above.

46. "All persons ... shall have the same right ... to make ... contracts ... as is enjoyed by white citizens." 42 U.S.C. § 1981(a). Section 1981 protects L&L. *Chaiffetz v. Robertson Research Holding, Ltd.*, 798 F. 2d 731 (5th Cir. 1986) ("§ 1981 prohibits discrimination against whites").

47. “Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State ... subjects, or causes to be subjected, any citizen of the United States ... to the deprivation of any rights ... secured by the constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proceeding for redress ...” 42 U.S.C. § 1983.

48. BISD, and Reece, Williams, Whitaker and Ambres, as Board members, each acting under color of State law, including without limitation TEX. EDUC. CODE §§ 11.1511(b)(15) and 44.039, intentionally denied L&L the right to make a contract with BISD because of L&L’s race and/or classification as a non-minority contractor and/or by application of BISD’s unconstitutional L/MWBE and/or “Minority Business Enterprise” (MBE) policies as shown below under L&L’s Sixth Claim for Relief.

49. Otherwise stated, BISD, by and through Reece, Williams, Whitaker and Ambres, collectively BISD’s policymaker, intentionally discriminated against L&L by purposefully preventing it from entering into Project contract negotiations with BISD, and from contracting with BISD, because of its race and/or non-minority classification. *Harris v. Victoria Independent School Dist.*, 168 F. 3d 216 (5th Cir. 1999) (“A ... board of trustees of an independent school district in Texas is a policymaker for purposes of § 1983.”) (board action affirming superintendent’s unconstitutional action “may fairly be said to represent official policy” because of board’s policymaker status).

\$200,000.00 therefrom.

54. BISD, Parsons, and Reece, Williams, Whitaker and Ambres, in their individual and/or official capacities, are thus jointly and severally to L&L for said damages pursuant to 42 U.S.C. § 1983, or at a minimum, nominal damages.

55. Neither BISD nor any of the above-named individual government defendants enjoys absolute federal or state immunity from L&L's 42 U.S.C. § 1983 claims advanced herein. *San Antonio School Dist. v. McKinney*, 936 S.W. 2d 279 (Tex. 1996) (independent school district and members of its board of trustees sued in their official capacities are not protected by the Eleventh Amendment); *Brooks v. Center for Healthcare Services*, 981 S.W 2d 279 (Tex. App. – San Antonio 1998, *no pet.*) (“Under 42 U.S.C. § 1983, local government units may be held liable for the deprivation of federal constitutional rights.”).

56. As against Reece, Williams, Whitaker and Ambres, in their individual capacity, and Parsons, each acted with willful and/or gross disregard for L&L's 42 U.S.C. § 1981 rights, and thus are liable for punitive damages in an amount to be shown at trial. *See Patterson v. PHP Healthcare Corp.*, 90 F. 3d 927 (5th Cir. 1996) (“The general rule ... permits a punitive damage award against a § 1981 defendant when the defendant acts willfully or with gross disregard for the plaintiff's rights.”).

57. L&L also seeks an award of its attorneys' fees, expert costs, if any, and court costs pursuant to 42 U.S.C. § 1988. *Familias Unidas v. Briscoe*, 619 F.2d 391 (5th Cir. 1980) ("prevailing plaintiffs should recover reasonable attorney's fees 'unless special circumstances would render such an award unjust'").

58. As against BISD, and Reece, Williams, Whitaker and Ambres, in their individual and official capacities, L&L seeks the declaration of this Court that they violated, by the conduct described herein, L&L's rights guaranteed it pursuant to 42 U.S.C. § 1981. TEX. CIV. PRAC. & REM. CODE §§ 37.001-37.011.

59. Concerning the requested declaratory relief, L&L further seeks an award of its attorneys' fees and court costs. TEX. CIV. PRAC. & REM. CODE § 37.009.

60. Due to the violations of 42 U.S.C. § 1981, and as against BISD, and Thomas, Reece, Williams, Whitaker and Ambres, in their official and individual capacities, and Parsons and HRE, L&L seeks a preliminary injunction suspending performance under the unlawfully awarded contract for the Project, or if no such contract has yet been executed, then suspending during the pendency of this civil proceeding all Project contract negotiations between HRE and BISD and/or the execution of any such contract by HRE and BISD, such relief to be made permanent upon trial of this case. *See City of Elsa v. M.A.L.*, 226 S.W.3d 390 (Tex. 2007) (governmental entity can be sued for equitable and injunctive relief based on alleged constitutional violations); *Johnson v. Railway Express Agency, Inc.*, 421

U.S. 454 (1975) (“An individual who establishes a cause of action under § 1981 is entitled to both equitable and legal relief, including compensatory and, under certain circumstances, punitive damages.”).

VI.

THIRD CLAIM FOR RELIEF

**VIOLATION OF U.S. CONST, AMEND. XIV, § 1 (“EQUAL
PROTECTION”)
AND TEX. CONST, ART. I, § 3 (“EQUAL RIGHTS”)**

[Defendants BISD, Thomas, in his official capacity, Recce, Williams, Whitaker
and
Ambres, in their official and individual capacities, Parsons and HRE]

61. L&L incorporates hercunder the averments made above in
paragraphs I through 60 above.

62. The Equal Protection Clause of the 14TH AMENDMENT to the UNITED STATES CONSTITUTION commands that “no state shall ... deny to any person within its jurisdiction the equal protection of the laws.”

63. Article 1, section 3 of the TEXAS CONSTITUTION provides, “All free men, when they form a social compact, have equal rights, and no man, or set of men, is entitled to exclusive separate public emoluments, or privileges, but in consideration of public service.”

64. The federal Equal Protection Clause prevents government “from purposefully discriminating between individuals on the basis of race.” *Hopwood v. State of Tex.*, 78 F. 3d 932 (5th Cir. 1996) (citation and internal quotation marks

omitted) (“It seeks ultimately to render the issue of race irrelevant in governmental decision-making.”).

65. “[P]referring members of any one group for no reason other than race or ethnic origin is discrimination for its own sake. This the Constitution forbids.” *Regents of Univ. of Cal. v. Bakke*, 438 U.S. 265 (1978).

66. “[A]ll races” are entitled to the equal protection of the laws. *Hopwood*, 78 F. 3d 932 (citing *Adarand Constructors, Inc. v. Pena*, 515 U.S. 200 (1995) (“Purchased at the price of immeasurable human suffering, the equal protection principle reflects our Nation's understanding that such classifications ultimately have a destructive impact on the individual and our society.”)).

67. BISD is bound by the EQUAL PROTECTION CLAUSE. *West Virginia Bd. of Educ. v. Barnette*, 319 U. S. 624, 637 (1943) (“The Fourteenth Amendment, as now applied to the States, protects the citizen against the State itself and all of its creatures – Boards of Education not excepted.”).

68. BISD, Parsons, and Reece, Williams, Whitaker and Ambres, in their individual and official capacities, intentionally violated L&L’s federal constitutional right to the equal protection of the laws by intentionally and knowingly refusing to select L&L as Project contractor due to its race and/or non-minority classification, and by instead selecting HRE, and/or by contracting with HRE as Project contractor based on its race and/or classification as a minority contractor. *See Hampton Co. Nat’l Sur. v. Tunica County, Miss.*, 543 F.3d 221, 227

(5th Cir. 2008) (“When the government official who allegedly committed the unconstitutional act is the policymaker for that part of government, ‘policy’ can be found to have been established by the very act itself.”).

69. But for the constitutional violations, L&L would have been selected to enter into contract negotiations with BISD for Project contractor, would have entered into a contract with BISD, and would have earned net profits in excess of \$200,000.00 therefrom.

70. BISD, Parsons, and Reece, Williams, Whitaker and Ambres, in their individual and official capacities, are thus jointly and severally to L&L for said damages pursuant to 42 U.S.C. § 1983, or at a minimum, nominal damages.

71. As against Reece, Williams, Whitaker and Ambres, in their individual capacity, and as against Parsons, they each acted with willful and/or gross disregard for L&L’s rights under U.S. CONST., amend. XIV, § 1, and thus are liable for punitive damages in an amount to be shown at trial. *See Mansell v. Saunders*, 372 F. 2d 573 (5th Cir. 1967) (“42 U.S.C.A. § 1983 ... embraces deprivation [of] equal protection of the laws and ... permits damages including punitive damages.”).

72. L&L also seeks an award of its attorneys’ fees, expert costs, if any, and court costs pursuant to 42 U.S.C. § 1988 for its successful prosecution of the above claim.

73. As against BISD, Parsons, and Reece, Williams, Whitaker and Ambres, in their official and individual capacities, L&L seeks a declaration of this Court that they violated, by the conduct described herein, U.S. CONST., amend. XIV, § 1 and TEX. CONST, art. I, § 3. TEX. CIV. PRAC. & REM. CODE §§ 37.001-37.011.

74. Concerning declaratory relief, L&L seeks an award of its attorneys' fees and court costs. TEX. CIV. PRAC. & REM. CODE § 37.009.

75. Due to the violations of U.S. CONST., amend. XIV, § 1 and TEX. CONST., art. I, § 3, and as against BISD, and Thomas, Reece, Williams, Whitaker and Ambres, in their official and individual capacities, and Parsons and HRE, L&L seeks a preliminary injunction suspending performance under the unlawfully awarded contract for the Project, or if no such contract has yet been executed, then suspending during the pendency of this civil proceeding all Project contract negotiations between HRE and BISD and/or the execution of any such contract by HRE and BISD, such relief to be made permanent upon trial of this case.

VII.

FOURTH CLAIM FOR RELIEF

**42 U.S.C. § 1985(3) (CONSPIRACY) &
42 U.S.C. § 1983 (JOINT ACTION)**

[Defendant Parsons]

76. L&L incorporates hereunder the averments made above in paragraphs 1 through 75 above.

77. Federal law provides,

If two or more persons in any State ... conspire ... for the purpose of depriving, either directly or indirectly, any person ... of the equal protection of the laws, ... in any case of conspiracy set forth in this section, if one or more persons engaged therein do, or cause to be done, any act in furtherance of the object of such conspiracy, whereby another is injured in his person or property, or deprived of having and exercising any right or privilege of a citizen of the United States, the party so injured or deprived may have an action for the recovery of damages, occasioned by such injury or deprivation, against any one or more of the conspirators.

42 U.S.C. § 1985(3).

78. Between the January 20, 2011, and February 17, 2011, Board meetings alleged above, and despite its selection of L&L as the highest ranked bidder, Parsons, through its authorized agents and/or employees, conspired and/or tacitly agreed with certain members of the Board and/or BISD administration to ignore its original ranking and recommendation of Project contractors, all for the purpose of excluding L&L from selection based on race and/or its non-minority classification. Some Board members publicly refused to act on the selection of a Project contractor until the Board could obtain Parson's compliance with its desire for more minority contractors.

79. Parsons, however, caved, agreeing with and putting into action Reece's and Williams' demand that a minority, and not a non-minority contractor like L&L, be recommended to the Board for selection as Project contractor. *See Adickes v. S.H. Kress & Co.*, 398 U.S. 144 (1970) ("A private party may be held liable under § 1983 if he or she is a 'willful participant in joint activity with the State or its agents.'").

80. Whether or not Parsons was subjected to some form of official or unofficial BISD pressure, like economic threats, the conspirators intended to, and did deprive L&L of its right to the equal protection of the laws, U.S. CONST., amend. XIV, § 1, and its right to make contracts under 42 U.S.C. § 1981.

81. BISD's and/or Parsons' refusal to release the contractor evaluations, despite repeated demand, shows further a concerted effort to conceal and hide from L&L, and from the public, the full measure and detail of the subject unlawful conspiracy.

82. But for the federal constitutional and statutory violations, and conspiracy alleged herein to deprive L&L of its civil rights, L&L would have been selected to enter into contract negotiations with BISD for Project contractor, would have entered into a contract with BISD, and would have earned net profits in excess of \$200,000.00 therefrom.

83. Pursuant to 42 U.S.C. § 1985(3), L&L is therefore entitled to damages against Parsons for said lost profits and other damages, if any, to be shown at the trial of this matter, or at a minimum, nominal damages.

84. As alleged herein, Parsons acted with willful and/or gross disregard for L&L's federal constitutional and statutory rights, and is consequently liable to L&L for punitive damages in an amount to be shown at trial.

85. Pursuant to 42 U.S.C. § 1988, L&L is also entitled to an award of its attorneys' fees, expert costs, if any, and court costs.

VIII.

FIFTH CLAIM FOR RELIEF

42 U.S.C. § 1986 (FAILURE TO PREVENT AND/OR AIDING AND ABETTING)

[Defendants Reece and Williams, in their individual capacity, and Parsons]

86. L&L incorporates hereunder the averments made above in paragraphs 1 through 85 above.

87. Federal law makes liable "[e]very person who, having knowledge that any of the wrongs conspired to be done, and mentioned in section 1985 of this title, are about to be committed, and having power to prevent or aid in preventing the commission of the same, neglects or refuses so to do" 42 U.S.C. § 1986.

88. Reece and Williams, as Board members, each had the power to prevent, or could readily have aided in preventing, the civil rights violations alleged herein.

89. For example, a vote by either Reece or Williams against the selection of HRE would likely have defeated HRE's selection at the expense of, and because of L&L's race and/or classification as a non-minority contractor. Either of them could have spoken up against the violation, or sought the advice of BISD legal counsel. Neither did.

90. Parsons could have aided in the prevention of the wrongs alleged herein by, among other things, simply refusing to compromise its statutory ranking of the Project contractors, and by making its contractor recommendation based thereon. Parsons knew its "best value" recommendation was either statutorily binding on the Board, TEX. EDUC. CODE § 44.039, or likely would be followed and favorably acted upon by the Board if Parsons recommended a minority, as opposed, to a non-minority contractor. Parsons could also have refused to conspire. Instead, it chose to participate.

91. Reece and Williams, in their individual capacities, and Parsons, are thus jointly and severally liable to L&L for the damages alleged herein, all of which were the direct and proximate cause of the federal constitutional and statutory violations, and the 42 U.S.C. § 1985 conspiracy alleged herein above.

92. Pursuant to 42 U.S.C. § 1988, L&L is additionally entitled to an award of its attorneys' fees, expert costs, if any, and court costs.

IX.

SIXTH CLAIM FOR RELIEF

**VIOLATION OF U.S. CONST., AMEND. XIV, § 1 ("EQUAL PROTECTION"),
TEX. CONST., ART. I, § 3 ("EQUAL RIGHTS"), and 42 U.S.C. § 1983 –
BISD MINORITY PREFERENCE POLICY**

93. L&L incorporates hereunder the averments made above in paragraphs 1 through 92 above.

94. BISD promulgated and adopted its L/MWBE policy sometime in 2007, specifically in connection with, but not limited to, its 2007 Bond program, sometimes called the "Capital Improvement Program" (CIP) in the said policy.

95. Upon information and belief, and based upon the L/MWBE policy itself, Parsons, as BISD's agent, played an instrumental, if not leading, role in the development of the said policy along with Ware & Associates (Ware).

96. Ware, a self-described "Public Relations and Strategic Multi-cultural Business Development" firm, located in Fort Worth, Texas, is a certified disadvantaged, minority and women business ((D/M/WBE) enterprise. Ware posts on its website various BISD-bond program news, newsletters and updates, and states:

Teaming with Parsons Construction Management Group, Ware & Associates is delivering the first ever Local, Minority and Woman Business Enterprise Program to the District. Ware will facilitate outreach to vendors and contractors in the Beaumont-area in an effort to build vendor capacity for the Districts' \$388 million-plus bond program.

Ware met with and interviewed representatives of the Chamber of Commerce, service providers, faith-based organizations, community leaders, and conducted "How to do Business" workshops to develop an L/M/WBE Program for the District. The program will be an inclusive process and create opportunities for prime contractors and sub-contractors develop [sic] teaming, Joint Venture and mentor-protégé alliances.

97. The Board, by official act, also has adopted a "Minority Business Enterprises" (MBE) policy, a policy in effect during all times material to the claims alleged herein. Pursuant to BISD's MBE policy, the Board delegated to Thomas, as BISD Superintendent, the authority "to establish guidelines for the implementation of this policy," required thereafter to be submitted to the Board for approval. Unless separately referred to herein, BISD's L/MWBE and MBE are called the "Policy" or "Policies."

98. Both BISD Policies adopt, use and focus on racial and ethnic classifications.

99. Concerning racial classifications, the MBE provides that "[e]very effort shall be made to secure bids or proposals from qualified minority business enterprises," defined as:

1. "Minority business enterprise" shall be defined for the purposes of this policy to mean an entity (a) at least 51 percent of which is owned by minority members, or, in the case of a corporation, at least 51 percent of issued stock of any class is owned by minority shareholders; and (b) the daily management functions of which are the responsibility of one or more minority members.

2. "Minority member" shall be defined for purposes of this policy to mean a person who is Black, Hispanic, Asian American, American Indian, Alaskan native, a woman, or a person with a disability.

100. Concerning the L/MWBE's system of racial division, it requires all "L/M/WBE firms to be certified or qualified," with BISD accepting "8(a) certification from the U.S. Small Business Administration, HUB, DOT and Houston area certification agencies."

101. BISD's L/MWBE's definition of "minority persons" substantially mirrors, and/or necessarily includes the SBA's definition of "socially and economically disadvantaged" individuals, which are statutorily presumed to be "women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the [SBA]." 49 C.F.R. §§ 26.61(c) and 26.67a).

102. Further, the members of the above groups do not have to prove they, in fact, are "socially or economically disadvantaged." 49 C.F.R. § 26.61(c). The groups receiving the presumption of social and economic disadvantage are broadly defined, so that they include all groups of people within the United States except for white males. 49 C.F.R. § 26.5. Individuals who are not presumed to be socially and economically disadvantaged, i.e., white males, must show by a preponderance of the evidence that they are socially and economically disadvantaged. 49 C.F.R. §§ 26.61(d) and 26.67(d).

103. To be deemed socially disadvantaged when a male is not a member of one of the above groups, he must prove he was subjected to racial or ethnic prejudice or cultural bias within American society because of his identity as a member of a group and without regard to his individual qualities. 49 C.F.R. pt. 26, Appendix E. Appendix E lists specific elements of "individual social disadvantage," which are required to be considered socially disadvantaged.

104. To qualify as economically disadvantaged, an individual must also be socially disadvantaged. Appendix E. As a consequence, it is impossible for almost all firms that are majority-owned by white males to obtain 8(a) certification. The same essentially is true for the HUB and DOT certification/qualification BISD accepts.

105. Concerning the purported "goals," BISD's L/MWBE policy uses 25%, while the MBE uses 10%. Specifically, the MBE provides,

The Board intends that a minimum of ten percent of all District work advertised for bid will be performed by minority business enterprises as prime contractors or as subcontractors.

The difference between the L/MWBE and MBE percentages is unexplained, calling fatally into the question the required tight fit between the same and any true remedial purpose tied to some alleged minority group-related BISD wrong.

106. The purported Policy “goals,” are, in practice viewed and used by BISD as a racial quota or set aside system, and with respect to L&L, something to be achieved in violation of its constitutional rights and despite “best value” to BISD, its taxpayers and stakeholders. *WH Scott Const. Co. v. City of Jackson, Miss.*, 199 F. 3d 206 (5th Cir. 1999) (holding irrelevant whether policy at issue established “goals” or “quotas” for minority participation; “[a]ny one of these techniques induces an employer to hire with an eye toward meeting a numerical target. As such, they can and surely will result in individuals being granted a preference because of their race.”) (citation and internal quotation marks omitted).

107. Neither Policy was instituted nor currently maintained to remedy any actual, demonstrable active or passive racial discrimination by BISD either presently, or in the relevant past, in the contracting arena. Consequently, they serve no legitimate, compelling BISD interest. *Fisher v. University of Texas at Austin*, 631 F.3d 213 (5th Cir. 2011) (“whenever the government divides citizens by race, which is itself an evil that can only be justified in the most compelling circumstances, that the means chosen will inflict the least harm possible, and fit the compelling goal so closely that there is little or no possibility that the motive for the classification was illegitimate racial prejudice or stereotype”).

108. In fact, the BISD Board, with statutory charge over BISD construction contracts over a specified amount, has been comprised of a “minority-majority” for at least a decade, calling into serious question any claim of

discrimination against certain minorities.

109. Based on the L/MWBE policy itself, it is clear BISD adopted the policy as an adjunct or addition to its existing MBE program, along with a much higher “goal,” simply to spread “fairly,” in its mind, a larger “piece of the impending economic pie” to minority contractors, that is, a larger share of the \$388 million of taxpayer money BISD would have to spend on voter-approved construction projects in the district. *Richmond v. J. A. Croson Co.*, 488 U. S. 469 (1989) (“purpose of strict scrutiny is to ‘smoke out’ illegitimate uses of race by assuring that the legislative body is pursuing a goal important enough to warrant use of a highly suspect tool”) (“Classification based on race carry a danger of stigmatic harm. Unless they are strictly reserved for remedial settings, they may in fact promote notions of racial inferiority and lead to a politics of racial hostility.”); *Wygant v. Jackson Bd. of Ed.*, 476 U.S. 267 (1986) (“Societal discrimination, without more, is too amorphous a basis for imposing a racially classified remedy.”).

110. Neither Policy reflects any evidence, or statement, of even an attempt to proffer a legitimate justification for the system of racial classification or for the ensuing, related unequal benefits and/or burdens accruing therefrom. *Weinberger v. Wiesenfeld*, 420 U. S. 636 (1975) (“This Court need not in equal protection cases accept at face value assertions of legislative purposes, when an examination of the legislative scheme and its history demonstrates that the asserted purpose

could not have been a goal of the legislation.”). For example, neither Policy contains an express provision specifically excepting minority prime contractors from using all or a part of their respective contract dollars toward the overall stated minority-participation dollar goals.

111. Simply put, the Policies act as a bare, pernicious racial classification scheme, without any constitutionally acceptable justification therefor, depriving non-minority contractors, like L&L, of the right to compete equally with Policy-defined minority contractors. *Croson*, 488 U. S. 469 (“Although [the legislation at issue] stigmatizes the disadvantaged class with the unproven charge of past racial discrimination, it actually imposes a greater stigma on its supposed beneficiaries”).

112. Facially and as applied, the Policies unconstitutionally deprived, and currently deprive, L&L, a contractor able and willing to contract presently and in the future with BISD, of the right and ability to compete on a level, or equal, playing field with competing Policy-defined minority contractors. *WH Scott Const. Co.*, 199 F. 3d 206 (“In equal protection cases challenging affirmative action policies, ‘injury in fact’ is defined as ‘the inability to compete on an equal footing in the bidding process[.]’”).

113. Therefore, due to the lack of a sufficiently demonstrable compelling governmental interest, the Policies fail the strict scrutiny demanded by law. *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200 (1995) (“[A]ll racial classifications, imposed by whatever ... state[] or local government actor, must be

analyzed by a reviewing court under strict scrutiny.”); *Croson*, 488 U.S. 469 (strict scrutiny applies to racial classifications, regardless of the race of those burdened or benefited by the classification).

114. Notwithstanding the lack of a compelling interest, the Policies also fail to pass constitutional muster because neither is narrowly tailored. *Covington v. Beaumont Independent School Dist.*, 714 F. Supp. 1402 (E.D. Texas 1989) (where BISD failed to prove a compelling governmental interest warranting its race-based treatment of members of its coaching staff, the “Court need not ponder whether the means used to effectuate any such interest were narrowly tailored to the achievement of that goal”).

115. For example, neither Policy contains a “sunset,” or any other type of mandatory review provision. Each Policy continues indefinitely without concern whether any justifiable remedial purpose has been or will be achieved. *Black Fire Fighters Ass'n v. City of Dallas*, 19 F. 3d 992 (5th Cir. 1994) (flexibility and duration of the relief must be considered); *Dean v. City of Shreveport*, 438 F. 3d 448 (5th Cir. 2006) (“central theme of a duration analysis is that the shorter the life-span of the remedy, the more likely it is narrowly tailored”).

116. Additionally, the Policies are grossly over-broad as to racial classifications, including there within Blacks, Hispanics, Asian Pacific Americans, Asian Indian Americans, Native Americans and Alaskan natives. *Croson*, 488 U.S. at 506 (court must review policy for “over-inclusiveness” – “its tendency to benefit

profits and debarment. Also, the Policies contain no express provision specifically excepting minority prime contractors from using their respective dollars toward the overall stated minority-participation goals in dollars.

122. As a consequence of the unconstitutional Policies, and the discriminatory manner in which BISD applies the same in practice, as supplemented and confirmed by the wrongful conduct alleged hereinabove, L&L was denied the right to enter into Project contract negotiations with BISD, losing out to a lesser qualified, lower ranked, Houston minority contractor.

123. But for BISD's violations of U.S. CONST., amend. XIV, § 1, and 42 U.S.C. § 1981, L&L would have entered into a contract with BISD, and would have earned in excess of a \$200,000 net profit. Consequently, BISD is liable to L&L for said damages pursuant to 42 U.S.C. § 1983, or at a minimum, nominal damages.

124. Additionally, because BISD's L/MWBE and MBE policies contravene and unlawfully interfere with, and offend, L&L's rights guaranteed under U.S. CONST., amend. XIV, § 1, 42 U.S.C. § 1981, and TEX. CONST., art. I, § 3, L&L seeks a preliminary injunction suspending operation of the policies during the pendency of this civil proceeding, limited to BISD construction contracting, such relief to be made permanent upon trial of this case.

125. L&L also seeks a judgment of the Court declaring BISD's L/MWBE and MBE policies in violation of U.S. CONST., amend. XIV, § 1, 42 U.S.C. § 1981, and/or TEX. CONST., art. I, § 3, and that its conduct in relation thereto as to L&L violated its constitutional right to the equal protection of the laws and federal statutory right to make contracts free of unlawful racial discrimination. TEX. CIV. PRAC. & REM. CODE §§ 37.001-37.011.

126. L&L seeks an award of its attorneys' fees, expert costs, if any, and court costs pursuant to 42 U.S.C. § 1988 for its successful prosecution of the above claim. L&L additionally seeks an award of its attorneys' fees and court costs. TEX. CIV. PRAC. & REM. CODE § 37.009.

X.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff GADV, INC., d/b/a L&L General Contractors, hereby prays that Defendants BEAUMONT INDEPENDENT SCHOOL DISTRICT, CARROL A. THOMAS, WOODROW REECE, TERRY D. WILLIAMS, OLLIS E. WHITAKER, GWEN AMBRES, PARSON'S COMMERCIAL TECHNOLOGY GROUP, INC., and HRE, INC. be cited to appear and answer herein, and that L&L be granted the following relief with respect to the below stated claims for relief:

FIRST CLAIM FOR RELIEF

VIOLATION OF TEX. EDUC. CODE §§ 44.039 & §44.035(C)

A. A preliminary injunction against BISD, Thomas, in his official capacity, Parsons, and HRE, and their respective agents, officers, and employees, suspending performance under the unlawfully awarded contract, or if no contract has yet been executed, suspending during the pendency of this civil proceeding all contract negotiations between HRE and BISD and/or execution of a contract by HRE and BISD pertaining to the Project, such relief to be made permanent upon trial of this case;

B. A writ of mandamus compelling BISD and Thomas to comply fully and immediately with TEX. EDUC. CODE §44.035(c);

C. As against BISD, Reece, Williams, Whitaker and Ambres, in their official capacity, a judicial declaration they violated TEX. EDUC. CODE § 44.039 in the selection of HRE as Project contractor, that BISD was and is legally bound by TEX. EDUC. CODE § 44.039 to commence contract negotiations with L&L, the first ranked Project contractor, that it and its agents were and are statutorily prohibited in the context of TEX. EDUC. CODE § 44.031(a)(2) from recommending and/or selecting a lesser rank contractor without first selecting and entering into contract negotiations with the first ranked contractor, and last, that the Board is not empowered to select whatever contractor it wishes in contravention of TEX. EDUC. CODE § 44.039;

D. An award against BISD of L&L's attorneys' fees, expenses and costs incurred in the successful prosecution of its claim pursuant to TEX. EDUC. CODE § 44.032(f) and TEX. CIV. PRAC. & REM. CODE § 37.009;

SECOND CLAIM FOR RELIEF

VIOLATION OF 42 U.S.C. §§ 1981(a)

A. Judgment against BISD, Parsons, and Reece, Williams, Whitaker and Ambres, in their individual and/or official capacities, jointly and severally, for compensatory damages, or at a minimum, nominal damages;

B. Judgment against Reece, Williams, Whitaker and Ambres, in their individual capacity, and against Parsons for punitive damages in an amount to be shown at trial;

C. An award of attorneys' fees, expert costs, if any, and court costs pursuant to 42 U.S.C. § 1988;

D. As against BISD, and Reece, Williams, Whitaker and Ambres, in their individual and official capacities, a declaration of this Court that said defendants violated L&L's rights protected by 42 U.S.C. § 1981;

E. An award of its attorneys' fees and court costs pursuant to TEX. CIV. PRAC. & REM. CODE § 37.009;

F. As against BISD, and Thomas, Reece, Williams, Whitaker and Ambres, in their official and individual capacities, and Parsons and HRE, a preliminary injunction suspending performance under the unlawfully awarded

contract for the Project, or if no such contract has yet been executed, then suspending during the pendency of this civil proceeding all Project contract negotiations between HRE and BISD and/or the execution of any such contract by HRE and BISD, such relief to be made permanent upon trial of this case;

THIRD CLAIM FOR RELIEF

**VIOLATION OF U.S. CONST, AMEND. XIV, § 1 ("EQUAL PROTECTION")
AND TEX. CONST, ART. I, § 3 ("EQUAL RIGHTS")**

A. Judgment against BISD, Parsons, and Reece, Williams, Whitaker and Ambres, in their individual and/or official capacities, jointly and severally, for compensatory damages, or at a minimum, nominal damages;

B. Judgment against Reece, Williams, Whitaker and Ambres, in their individual capacity, and against Parsons for punitive damages in an amount to be shown at trial;

C. An award of attorneys' fees, expert costs, if any, and court costs pursuant to 42 U.S.C. § 1988;

D. As against BISD, Parsons, and Reece, Williams, Whitaker and Ambres, in their official and individual capacities, a declaration of this Court that said defendants violated L&L's rights under U.S. CONST., amend. XIV, § 1 and TEX. CONST, art. I, § 3;

E. An award of its attorneys' fees and court costs pursuant to TEX. CIV. PRAC. & REM. CODE § 37.009.

F. As against BISD, and Thomas, Reece, Williams, Whitaker and Ambres, in their official and individual capacities, and Parsons and HRE, a preliminary injunction suspending performance under the unlawfully awarded contract for the Project, or if no such contract has yet been executed, then suspending during the pendency of this civil proceeding all Project contract negotiations between HRE and BISD and/or the execution of any such contract by HRE and BISD, such relief to be made permanent upon trial of this case;

FOURTH CLAIM FOR RELIEF

**42 U.S.C. § 1985(3) (CONSPIRACY) &
42 U.S.C. § 1983 (JOINT ACTION)**

- A. Judgment against Parsons for compensatory damages, or at a minimum, nominal damages;
- B. Judgment against Parsons for punitive damages in an amount to be shown at trial;
- C. An award of attorneys' fees, expert costs, if any, and court costs pursuant to 42 U.S.C. § 1988;

FIFTH CLAIM FOR RELIEF

**42 U.S.C. § 1986 (FAILURE TO PREVENT AND/OR
AIDING AND ABETTING)**

- A. Judgment against Reece, Williams and Parsons, jointly and severally, for compensatory damages, or at a minimum, nominal damages;

B. An award of attorneys' fees, expert costs, if any, and court costs pursuant to 42 U.S.C. § 1988;

SIXTH CLAIM FOR RELIEF

VIOLATION OF U.S. CONST., AMEND. XIV, § 1 ("EQUAL PROTECTION"), TEX. CONST., ART. I, § 3 ("EQUAL RIGHTS"), and 42 U.S.C. § 1983 – BISD MINORITY PREFERENCE POLICY

A. Judgment against BISD for compensatory damages, or at a minimum, nominal damages;

B. As against BISD, a preliminary injunction suspending operation of its L/MWBE and MBE policies and/or programs during the pendency of this civil proceeding, limited to BISD construction contracting, such relief to be made permanent upon trial of this matter;

C. An award of attorneys' fees, expert costs, if any, and court costs pursuant to 42 U.S.C. § 1988;

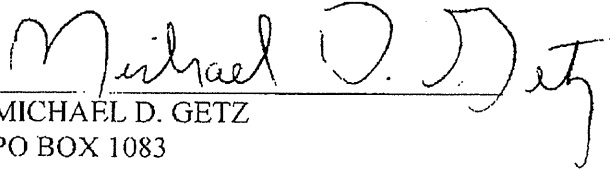
D. A judicial declaration that BISD's L/MWBE and MBE policies and/or programs violate U.S. CONST., amend. XIV, § 1, 42 U.S.C. § 1981, and/or TEX. CONST., art. I, § 3, and that its conduct in relation thereto, and as to L&L, violated L&L's constitutional right to the equal protection of the laws and federal statutory right to make contracts free of unlawful racial discrimination;

E. An award of its attorneys' fees and court costs pursuant to TEX. CIV. PRAC. & REM. CODE § 37.009; and

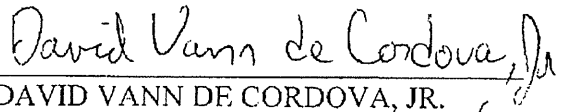
OTHER RELIEF

A. That the Court grant L&L such other and additional relief, legal and equitable, to which it may show itself justly entitled.

Respectfully submitted,



MICHAEL D. GETZ
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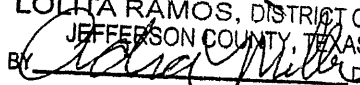


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I CERTIFY THIS AS A TRUE COPY
Witness my Hand and Seal of Office

APR 20 2011

LOLITA RAMOS, DISTRICT CLERK
JEFFERSON COUNTY, TEXAS
BY  DEPUTY