

**Harris County Department of Education
Public Facility Corporation**

Minutes of Meeting of Board of Directors
August 31, 2020 at 12:00 P.M.

A meeting of the Board of Directors of Harris County Department of Education Public Facility Corporation, a Texas non-profit public facility corporation (the “Corporation”), was held on August 31, 2020 via Zoom Video Conference. Notice of the meeting was given to each director in accordance with Section 303.040 of the Texas Public Facility Corporation Act and the Texas Open Meetings Act. The following directors of the Corporation participated in the meeting: James Colbert, Jr., Jesus Amezcua, Rich Vela, Joe Carreon, and Danny Norris. The following directors of the Corporation were absent from the meeting: Don Summers and Richard Cantu. Also attending were Sarah Langlois (HCDE attorney), Laura Espinoza, Stephanie Barnett, and Stephanie Hardin.

Texas Governor Greg Abbott temporarily suspended a number of open meetings laws in response to the COVID-19 pandemic, allowing government entities, including HCDE PFC, to conduct meetings by telephone or videoconference, Notice is hereby given that the HCDE PFC intends to conduct this meeting via video conference. As required by the temporary suspension, HCDE PFC:

- Has provided online written notice containing a free-of-charge videoconference link, as well as an electronic copy of any agenda packet, before conducting this meeting via videoconference; specifically, the public may use the following free-of-charge videoconference link:
<https://us02web.zoom.us/j/85745133349?pwd=dEx4RGw3MFVRandnUCtGVUhiUjZxQT09>
Password: 6eE2uc
- Will provide the public with access and a means to participate in the meeting;¹ and
- Will provide the public with access to a recording of the meeting.

Item 1 Meeting was called to order at 12:05 p.m. by PFC President Rich Vela.
Come to Order

Item 2 Motion made by James Colbert, seconded by Joe Carreon to approve the
Consider approval of minutes of the June 22, 2020 PFC meeting.
minutes for June 22, 2020
PFC meeting Motion passes 5-0 to approve the minutes of the June 22, 2020 PFC meeting.

Item 3 Information item; no action taken.
Report on PFC
Investments as of July 31,
2020

¹ In lieu of a public appearance at the Board Meeting, members of the public may submit written comments to the PFC Board of Directors via email prior to the beginning of the meeting addressed to publiccomment@hcde-texas.org, which will be provided to the Board. In your email, please state your name, address, topic, and comment and reference “PFC.”

Item 4
Consider approval of
Disbursements for the PFC
as of July 31, 2020

Motion made by James Colbert, seconded by Danny Norris to approve disbursements for the PFC as of July 31, 2020.

Motion passes 5-0 to approve disbursements for the PFC as of July 31, 2020.

Item 5
Ratification of contracts
relating to new ABS West
campus project under
\$50,000 as authorized by
HCDE administration: a.)
ERC Environmental
Construction Services in
the amount of \$49,322 (to
replace temporary
irrigation system with
permanent system as per
drawings); b.) NP National
Precisionaire LLC in the
amount of \$1,250 (to
perform additional HVAC
testing and balancing); c.)
Rice and Gardner
Consultants Inc. in the
amount of \$3,750 (to
provide additional
commissioning testing of
HVAC, plumbing systems,
electrical systems).

Motion made by Joe Carreon, seconded by Danny Norris, to ratify contracts relating to new ABS West campus project under \$50,000 as authorized by HCDE administration: a.) ERC Environmental Construction Services in the amount of \$49,322 (to replace temporary irrigation system with permanent system as per drawings); b.) NP National Precisionaire LLC in the amount of \$1,250 (to perform additional HVAC testing and balancing); c.) Rice and Gardner Consultants Inc. in the amount of \$3,750 (to provide additional commissioning testing of HVAC, plumbing systems, electrical systems).

Motion passes 5-0 to ratify contracts relating to new ABS West campus project under \$50,000 as authorized by HCDE administration: a.) ERC Environmental Construction Services in the amount of \$49,322 (to replace temporary irrigation system with permanent system as per drawings); b.) NP National Precisionaire LLC in the amount of \$1,250 (to perform additional HVAC testing and balancing); c.) Rice and Gardner Consultants Inc. in the amount of \$3,750 (to provide additional commissioning testing of HVAC, plumbing systems, electrical systems).

Item 6
Consideration and
ratification of Deductive
Change Order in the
amount of \$161,816.48 for
allowances and
contingencies within the
Webber Construction
Contract for the new ABS
West campus. The new
amount of the contract is
\$8,754,183.92 and
retainage pending is
\$430,158.52.

Motion made by Joe Carreon, seconded by Danny Norris to ratify Deductive Change Order in the amount of \$161,816.48 for allowances and contingencies within the Webber Construction Contract for the new ABS West campus.

Motion passes 5-0 to ratify Deductive Change Order in the amount of \$161,816.48 for allowances and contingencies within the Webber Construction Contract for the new ABS West campus.

Item 7
Consideration and
approval of acceptance of
ABS West Construction
Project and release of

Motion made by James Colbert, seconded by Danny Norris to approve acceptance of ABS West Construction Project and release of retainage in the amount of \$430,158.52

Motion passes 5-0 to approve acceptance of ABS West Construction

retainage in the amount of \$430,158.52 Project and release of retainage in the amount of \$430,158.52

Item 8
Consideration and approval of liquidation of liabilities relating to new ABS West campus construction project as of August 31, 2020. Any payment not made prior to August 31, 2020 will be paid by HCDE from General Funds. The total amount is estimated at **\$216,836**

HCDE Administration corrected the estimated amount to reflect \$98,827. Motion made by Danny Norris, seconded by James Colbert to approve liquidation of liabilities relating to new ABS West campus construction project as of August 31, 2020, in the estimated amount of \$98,827.

Motion passes 5-0 to approve liquidation of liabilities relating to new ABS West campus construction project as of August 31, 2020, in the estimated amount of \$98,827.00.

Item 9
Adjourn

Motion made by Danny Norris, seconded by James Colbert to adjourn the meeting.

Motion passes 5-0 to adjourn the meeting.

PFC President Richard Vela adjourned the meeting at 12:19 p.m.

Rich Vela, President

Jesus Amezcua, Secretary

Bonds, Series 2020; Authorizing the Execution and Delivery of a Lease with an Option to Purchase Relating to Educational and Support Facilities; Authorizing the Execution and Delivery of a Ground Lease; and Approving Other Matters Incident and Relating Thereto. (The projected principal amount of the bonds is \$27,730,000. This projection is preliminary and will vary based on market pricing).

Order Authorizing the Issuance of Harris County Department of Education Public Facilities Corporation Lease Revenue Bonds, Series 2020 and Awarding the Sale Thereof; Approving the Approving the Trust Indenture Securing the Lease Revenue Refunding Bonds, Series 2020; Authorizing the Execution and Delivery of a Lease with an Option to Purchase Relating to Educational and Support Facilities; Authorizing the Execution and Delivery of a Ground Lease; and Approving Other Matters Incident and Relating Thereto. (The projected principal amount of the bonds is \$27,715,000).

Motion passes 6-0-1, with Don Sumners abstaining, to approve the Order Authorizing the Issuance of Harris County Department of Education Public Facilities Corporation Lease Revenue Bonds, Series 2020 and Awarding the Sale Thereof; Approving the Approving the Trust Indenture Securing the Lease Revenue Refunding Bonds, Series 2020; Authorizing the Execution and Delivery of a Lease with an Option to Purchase Relating to Educational and Support Facilities; Authorizing the Execution and Delivery of a Ground Lease; and Approving Other Matters Incident and Relating Thereto. (The projected principal amount of the bonds is \$27,715,000).

Item 3
Adjourn

Motion made by Richard Cantu, seconded by James Colbert to adjourn the meeting.

Motion passes 7-0 to adjourn the meeting.

PFC President Richard Vela adjourned the meeting at 4:35 p.m.

Rich Vela, President

Jesus Amezcua, Secretary

THIS IS A MASTER AGREEMENT (“Agreement”) effective on the date of final execution by the parties, by and between

Harris County Department of Education
6300 Irvington Boulevard
Houston, TX 77022
(Hereinafter referred to as OWNER) and

Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Dr., Suite 400
Houston, Texas 77042
(Hereinafter referred to as PROGRAM MANAGER)

OWNER issued Request for Qualifications #20/055KJ for Construction Manager-Agent/Project Manager Services in accordance with Subchapter E of Chapter 2269 of the Texas Government Code to provide construction manager-agent/project manager services for future Owner capital improvement projects. PROGRAM MANAGER responded to OWNER’s RFQ. Pursuant to the evaluation process outlined in OWNER’s RFQ and application law, OWNER selected PROGRAM MANAGER to be awarded a contract. OWNER intends to assign Work Authorizations to the PROGRAM MANAGER to perform professional services. Said services shall be defined in each Authorization (“Project”). The term “Project” throughout this Master Agreement will relate to a respective work authorization.

OWNER and PROGRAM MANAGER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional PROGRAM MANAGEMENT services by PROGRAM MANAGER with respect to the Project and the payment for those services by OWNER as set forth in this Agreement and in each individual Work Authorization.

1 GENERAL

1.1 Definitions

1.1.1 *Construction Cost.* Construction Cost means the total cost to OWNER of those portions of the entire PROJECT designed, specified, reviewed, observed, scheduled, estimated, accounted or coordinated by and through PROGRAM MANAGER. Construction Cost does not include PROGRAM MANAGER’S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER’s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. Construction Cost includes OWNER approved changes that increase or decrease the total cost of those portions of the entire PROJECT designed, specified, reviewed, observed, scheduled, estimated, accounted or coordinated by PROGRAM MANAGER. Construction Cost is one of the items comprising Total Project Costs.

1.1.2 *Total Project Costs.* Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professionals, PROGRAM MANAGER costs, allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER.

2 PROGRAM MANAGER'S SERVICES AND RESPONSIBILITIES

2.1 The PROGRAM MANAGER represents that it will perform its services under the Agreement in

conformance with the care and skill ordinarily exercised by similar members of the profession providing similar services, practicing under similar conditions at the same time and in the same or similar locality.

- 2.2 No warranties, expressed or implied, are given by the PROGRAM MANAGER in connection with its performance of services on the Project.
- 2.3 Program Manager is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, methods or safety at the project site; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Construction Contractor, its sub-contractors, or other materialmen or service providers not engaged by Program Manager.
- 2.4 The Executive Director of Facilities is the OWNER'S Representative for this PROJECT, and unless otherwise specifically provided in this Agreement, the Executive Director of Facilities shall be the sole point of contact regarding all activities made a part of this agreement.
- 2.5 A Performance Schedule shall be agreed to by PROGRAM MANAGER and OWNER, and PROGRAM MANAGER shall agree to use commercially reasonable best efforts to complete all services hereunder in accordance with such performance schedule.
- 2.6 Services will be authorized by the OWNER through issuance of a Work Authorization providing a description of each item of work, the scope and schedule of services, any special terms and conditions, and the fee. PROGRAM MANAGER shall commence performance of the Services upon issuance of each Work Authorization.
- 2.7 The PROGRAM MANAGER shall consult with the OWNER to coordinate the PROGRAM MANAGER'S time schedule.
- 2.8 The PROGRAM MANAGER shall not engage, contract with or use the services of any SUB-CONSULTANTS, without obtaining the prior approval of the OWNER. The PROGRAM MANAGER shall submit to the OWNER for its approval, a report of the scope of services to be provided by each such Sub-consultant, with the Sub-Consultant's acknowledgment thereof. No provision of this Agreement and no approval by the OWNER of the scope of services to be provided by the SUB-CONSULTANTS shall be construed as an agreement between the OWNER and the Sub-consultant of the PROGRAM MANAGER or in any way affect the responsibilities of the PROGRAM MANAGER hereunder. Unless otherwise agreed to in writing by the OWNER, the fees of any SUB-CONSULTANTS retained by the PROGRAM MANAGER shall be deemed covered by the basic compensation fee to be paid by the OWNER to the PROGRAM MANAGER.
- 2.9 Conferences shall be held at scheduled intervals as directed by the OWNER'S REPRESENTATIVE as appropriate to coordinate required services. The parties to this Agreement shall meet at the OWNER'S Office (or at some other location convenient to both), at such specific dates and times as mutually agreed.

3 THE OWNER'S RESPONSIBILITIES

- 3.1 The OWNER shall designate the OWNER'S REPRESENTATIVE, or his authorized representative, to act in the OWNER'S behalf with respect to the PROJECT. The OWNER, or such authorized representative, shall examine the documents submitted by the PROGRAM MANAGER and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the PROGRAM MANAGER'S services.
- 3.2 The OWNER shall furnish the required information and services, upon which PROGRAM MANAGER may rely, and shall render approvals and decisions in a reasonable time for the orderly progress of the PROGRAM MANAGER'S services and Work of the Designers and Contractors.

4 BASIS OF COMPENSATION

- 4.1 The OWNER shall compensate the PROGRAM MANAGER for the Scope of Services provided, in accordance with Article "PAYMENTS TO THE PROGRAM MANAGER", and the other Terms and Conditions of this Agreement, as stipulated in each Work Authorization.

4.2 If the Scope or duration identified by the Work Authorization for the PROGRAM MANAGER'S services is changed, the amounts of compensation shall be adjusted by mutual agreement.

5 INVOICING

5.1 PROGRAM MANAGER shall invoice OWNER monthly for all labor and reimbursable expenses incurred, according to the invoicing plan described in the Work Authorization. Any services or supplies not included in the Work Authorization or specifically identified by the OWNER in writing to the PROGRAM MANAGER will require OWNER'S written approval prior to incurring additional services or expense. Approved reimbursable expenses shall be invoiced in an amount stated within the Work Authorization. Approved additional services shall be invoiced at the approved negotiated amount. No additional markup shall be allowed on additional services.

6 PAYMENTS TO THE PROGRAM MANAGER

6.1 The compensation for the PROGRAM MANAGER'S services is established for the item(s) of work in the Work Authorization.

6.2 Payments for labor and authorized Reimbursable Expenses to the PROGRAM MANAGER, as hereinafter referred to, shall be made following presentation, review and approval of the PROGRAM MANAGER'S detailed invoice.

6.3 No addition shall be made to the PROGRAM MANAGER'S compensation based upon Project construction claims, whether paid by OWNER or denied.

6.4 If any item of work is abandoned or suspended, in whole or in part, PROGRAM MANAGER is to be paid for the services performed prior to receipt of written notice from the OWNER of such abandonment or suspension.

6.5 Unless specified otherwise in the Work Authorization, the PROGRAM MANAGER'S monthly invoices to OWNER shall provide complete information and documentation to substantiate PROGRAM MANAGER'S charges, and shall be in a form to be specified by the OWNER. All payments to the PROGRAM MANAGER shall be made on the basis of the invoices submitted by PROGRAM MANAGER and approved by OWNER. Should additional back-up material be requested by the OWNER, PROGRAM MANAGER shall comply promptly with such request.

6.6 The OWNER reserves the right to correct minor errors that may be discovered in any invoice that may have been paid to the PROGRAM MANAGER and to adjust the same to meet the requirements of the Agreement. OWNER shall pay PROGRAM MANAGER promptly, within forty-five (45) days of the later of the date the performance of the service under the Agreement is completed or the date the OWNER receives an invoice, for all amounts not disputed under the Agreement. Invoices for which payment has not been received by PROGRAM MANAGER shall be subject to interest amounts in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. PROGRAM MANAGER shall pay any Sub-Consultants and subcontractors the appropriate share of a payment received from the OWNER not later than the tenth (10th) day after the date the PROGRAM MANAGER receives the payment.

6.7 OWNER shall notify PROGRAM MANAGER of the reason and amount of any disagreement with billings, including, but not limited to, any known failure of the PROGRAM MANAGER to perform services in accordance with this Agreement, within twenty-one (21) calendar days of receipt of the invoice in question. Amounts not disputed will be paid as stated in this Agreement.

6.8 Unless specified otherwise in the Work Authorization, for PROJECT representation beyond those described in the Work Authorization, compensation shall be computed on an hourly basis, at the PROGRAM MANAGER'S standard hourly rates stated in the Work Authorization. These rates shall remain in effect for a period of twelve (12) months from the date of the Work Authorization; thereafter the rates may be adjusted in accordance with normal salary review practices of the PROGRAM MANAGER. Additional reviews may occur no more frequently than twelve (12) month intervals. Such adjustments must be mutually agreed to by the OWNER and the PROGRAM MANAGER.

6.9 Payments to the PROGRAM MANAGER shall be made to:

- 6.10 At the request of the OWNER, the PROGRAM MANAGER shall perform Additional Services under this Agreement and shall be compensated for the performance of any Additional Services requested by the OWNER as provided in the Work Authorization. The PROGRAM MANAGER shall perform Additional Services only after the OWNER and the PROGRAM MANAGER have executed a written amendment to the Work Authorization specifically providing for the performance by the PROGRAM MANAGER of such Additional Services.

7 PROGRAM MANAGER'S ACCOUNTING RECORDS

- 7.1 Records of PROGRAM MANAGER'S services rendered, direct personnel, SUB-CONSULTANTS and reimbursable expenses pertaining to the PROJECT, and records of accounts between OWNER and PROGRAM MANAGER shall be kept on a generally recognized accounting basis and shall be available to OWNER or its authorized representatives at mutually convenient times for a minimum of three (3) years after completion of a Work Authorization. All accounting records that are pertinent to this PROJECT shall be available for the purpose of making audits, examinations, excerpts and transcriptions.

8 OWNERSHIP AND USE OF DOCUMENTS

- 8.1 A final copy of all PROGRAM MANAGER'S work products under this Agreement, including, but not limited to, tracings, drawings, CAD diskettes, estimates, specifications, investigations, studies and other documents, completed or partially completed, are deemed to be instruments of service and PROGRAM MANAGER shall retain all ownership interests therein, including, without limitation, copyrights and all other common law, statutory and other proprietary rights. PROGRAM MANAGER hereby grants OWNER, upon OWNER's payment to PROGRAM MANAGER of all amounts due under the Agreement, a limited, non-exclusive, non-transferable license to use the Work Product solely for the purposes for which the Work Product was created. **REUSE OF SUCH DOCUMENTS BY THE OWNER ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT WITHOUT SPECIFIC SITE ADAPTATION BY PROGRAM MANAGER SHALL BE WITHOUT LIABILITY TO THE PROGRAM MANAGER AND AT OWNER'S SOLE RISK.**

9 TERMINATION OF AGREEMENT

- 9.1 This Agreement may be terminated by either party for cause upon thirty (30) days' written notice after written notice and at least a thirty-day opportunity to cure have been given, should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Any such written notice shall contain specific facts indicating the failure and expectations for appropriate cure of the failure, including the timeframe to remedy the failure; the party who is alleged to have failed must be provided at least thirty (30) days to cure the failure.

- 9.2 PROGRAM MANAGER will have the right to terminate this Agreement for convenience by giving the other Party not less than one hundred twenty (120) calendar days prior written notice; or in the event that the PROJECT is permanently abandoned. It is the understanding of the Parties that during the notice period described above, the rights and obligations of the Parties shall continue in full force and effect until the applicable date of termination of the Agreement. This Agreement may be terminated for the OWNER's convenience by the OWNER upon at least thirty days' written notice to the PROGRAM MANAGER.

- 9.3 In the event of termination for any reason not the fault of the PROGRAM MANAGER, the PROGRAM MANAGER shall be compensated for all services performed to termination date, together with reimbursable expenses then due.

- 9.4 In the event of termination, postponement, delay, suspension, or abandonment, the PROGRAM MANAGER shall deliver to the OWNER all plans, drawings, specifications, reports, and other

9.5 data and records pertaining to the PROJECT.
Termination, postponement, delay, suspension or abandonment shall not give rise to any cause of action or claim against the OWNER for damages, extra remuneration or loss of anticipated profits, except for compensation for all authorized services incurred prior to written notification of such termination, postponement, delay, suspension or abandonment.

10 INSURANCE AND INDEMNIFICATION

10.1 THE PROGRAM MANAGER HEREBY AGREES TO IDEMNIFY AND HOLD HARMLESS OWNER AND ITS TRUSTEES AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST LOSSES, COSTS, AND DAMAGES WHICH ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PROGRAM MANAGER.

10.2 Intentionally left blank.

10.3 ALL INDEMNITIES HEREIN SHALL BE BASED UPON COMPARATIVE NEGLIGENCE PRINCIPLES.

10.4 The PROGRAM MANAGER shall purchase and maintain in the minimum amounts enumerated herein, such insurance as will protect the PROGRAM MANAGER from the claims set forth herein to the extent caused by the PROGRAM MANAGER'S negligent performance of services under this Agreement. Such shall include coverage for claims under workers' compensation which are applicable to the work performed, claims for damages because of bodily injury, occupational sickness or disease, or death of PROGRAM MANAGER'S employees under any applicable statutory employers liability law, claims for damages because of bodily injury or death of any person other than PROGRAM MANAGER'S employees, claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly related to the employment of such person by the PROGRAM MANAGER, or (2) by any other person, claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use there from, claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, and claims for professional liability / errors and omissions.

10.4.1 A. Commercial General Liability \$1,000,000.00

10.4.2 B. Comprehensive Automobile Liability \$1,000,000.00

10.4.3 Where limits established in A & B above are less than \$1,000,000, an excess umbrella liability coverage of \$1,000,000 shall be provided.

10.4.4 C. Workman's Compensation Statutory Limit

10.4.5 D. Professional Liability / Errors and Omissions \$1,000,000.00

10.4.6 E. Umbrella Liability \$2,000,000.00

10.4.7 Approval by the OWNER wherever required herein shall not relieve the PROGRAM MANAGER of professional responsibility for its negligent acts, errors and omissions in the performance of this Agreement.

11 COMPLIANCE WITH LAWS AND ORDINANCES

11.1 The PROGRAM MANAGER, and its SUB-CONSULTANTS, agents, and employees shall comply with applicable federal and state laws and the ordinances in force at the time of this agreement at the PROJECT location and other governmental authorities having jurisdiction over this PROJECT. The PROGRAM MANAGER, however, is not providing professional design services or construction services; to the extent any licenses or permits are required for the Construction Program Management Services described herein, PROGRAM MANAGER shall secure such licenses and permits.

12 ENFORCEMENT. VENUE. GOVERNING LAWS AND NOTICES

12.1 This Agreement shall be enforceable in Harris County, Texas, and if legal action is necessary by either party with respect to the endorsement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Harris County, Texas. This Agreement shall be governed by

and construed in accordance with the laws of the State of Texas.

- 12.2 All notices and correspondence by either party to the other concerning the conditions of this Agreement, shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following addresses:

OWNER:
Superintendent of Schools
Harris County Department of Education
6300 Irvington Boulevard
Houston, TX 77022

PROGRAM MANAGER:
Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Dr., Suite 400.
Houston, Texas 77042

13 CLAIMS AND DISPUTES

13.1 General

- 13.1.1 In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- 13.1.2 The OWNER and PROGRAM MANAGER shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.
- 13.1.3 To the extent damages are covered by property insurance, the OWNER and PROGRAM MANAGER waive all rights against each other and against their respective authorized representatives and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Agreements between the OWNER and any CONTRACTOR, if applicable. The OWNER or the PROGRAM MANAGER, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- 13.1.4 In no event shall either Party be liable, whether in contract, tort, or otherwise, to the other Party for loss of profits, delay damages, or for any special or incidental loss or damage.
- 13.1.5 Neither party is responsible for damages arising from any circumstances beyond that party's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; or discovery of any hazardous substances or differing and unforeseeable site conditions.
- 13.1.6 PROGRAM MANAGER's opinions of probable total project costs and/or construction costs, if any, provided as part of the services under the Agreement are made on the basis of PROGRAM MANAGER's knowledge, experience and qualifications and represent Program Manager's judgment as an experienced professional engineer, architect and/or scientist, as the case may be. PROGRAM MANAGER does not guarantee that proposals, bids, or actual total project costs or total construction costs will not vary from the opinions provided by Program Manager.
- 13.1.7 Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgement and authorization of the non-assigning party.

13.1.8 It is agreed that the OWNER's maximum recovery against PROGRAM MANAGER for any damages, claims, costs, or expenses arising under any Work Authorization, whether in contract, tort or otherwise, is limited to the lesser amount of fee paid to the PROGRAM MANAGER under any Work Authorization or insurance limits established in this Master Agreement. It is expressly agreed that OWNER's sole and exclusive remedy against PROGRAM MANAGER under any Work authorization, whether based in contract, tort or otherwise, is the award of damages, costs or expenses not to exceed the amount of fee received by PROGRAM MANAGER or the insurance requirements under this Master Agreement, whichever is less.

13.2 Mediation

13.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the PROGRAM MANAGER's services, the PROGRAM MANAGER may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The OWNER and PROGRAM MANAGER shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

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

13.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 13.2, the method of binding dispute resolution shall be the following:

13.2.4 Litigation in a court of competent jurisdiction.

13.2.5 In the event the OWNER and PROGRAM MANAGER are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this section shall be deemed to have occurred.

13.3 In the event of any litigation arising from or related to this Agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including court costs, attorneys' fees and all other related expenses in such litigation.

14 TERM

14.1 This Agreement shall be in force indefinitely, unless terminated.

14.2 PROGRAM MANAGER understands that the Project Performance Schedule is of critical importance and agrees to undertake all reasonable efforts to expedite the performance of service required herein so that the PROJECT will proceed as scheduled. In this regard, PROGRAM MANAGER shall proceed with sufficient qualified personnel necessary to fully and timely accomplish all services required under this Agreement in the highest professional manner.

15 FINANCIAL INTEREST PROHIBITED

15.1 PROGRAM MANAGER covenants and represents that any subconsultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the PROJECT. PROGRAM MANAGER will be prohibited to buy or receive as a gift any product materials or equipment from the Contractor.

16 MISCELLANEOUS PROVISIONS

16.1 Unless otherwise provided in this Agreement, the PROGRAM MANAGER and PROGRAM

MANAGER'S consultants shall have no liability or responsibility for the discovery, presence, handling, discharge, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous or toxic materials as defined by the Environmental Protection Agency (EPA).

- 16.2 The PROGRAM MANAGER shall have the right to include photographic or artistic representations of the design of the Project among the PROGRAM MANAGER's promotional and professional materials. The PROGRAM MANAGER shall be given reasonable access to the completed Project to make such representations. However, the PROGRAM MANAGER's materials shall not include the OWNER's confidential or proprietary information if the OWNER has previously advised the PROGRAM MANAGER in writing of the specific information considered by the OWNER to be confidential or proprietary. This Section shall survive the termination of this Agreement unless the OWNER terminates this Agreement for cause.

17 EXTENT OF AGREEMENT

- 17.1 The Agreement, any Work Authorizations entered into between PROGRAM MANAGER and OWNER pursuant to this Agreement, OWNER's Request for Qualifications #20/055KJ, PROGRAM MANAGER's response submitted to OWNER's Request for Qualifications #20/055KJ, OWNER's Vendor Packet completed by PROGRAM MANAGER (including all certifications therein), the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supercede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between or among the above-listed documents that comprise the entire agreement of the parties, priority of the documents shall be in accordance with the following sequence: (1) this Agreement; (2) the Work Authorization governing the particular project; (3) OWNER's Request for Qualifications #20/055KJ; (4) OWNER's Vendor Packet completed by PROGRAM MANAGER (including all certifications therein); and (5) PROGRAM MANAGER's response submitted to OWNER's Request for Qualifications #20/055KJ.

- 17.2 Nothing contained herein shall be deemed to create any contractual relationship between the PROGRAM MANAGER and any of the Contractors, Subcontractors or material suppliers on the PROJECT; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the OWNER or the PROGRAM MANAGER which does not otherwise exist without regard to this Agreement.

18 SEVERABILITY

- 18.1 If any one or more of the provisions contained in this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19 SUCCESSORS AND ASSIGNS

- 19.1 The OWNER and the PROGRAM MANAGER, respectively, 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. The PROGRAM MANAGER or OWNER shall not assign, sublet or transfer any interests in this Agreement without the written consent of both.

20 AMENDMENTS

- 20.1 This Agreement, representing the entire agreement between the parties, may be amended or supplemented by mutual agreement of the parties hereto in writing.

21 MISCELLANEOUS PROVISIONS

- 21.1 PROGRAM MANAGER hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154)
- 21.2 If (a) PROGRAM MANAGER is not a sole proprietorship; (b) PROGRAM MANAGER has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the PROGRAM MANAGER hereby certifies and verifies that neither the PROGRAM MANAGER, nor any affiliate, subsidiary, or parent company of the PROGRAM MANAGER, if any (the "PROGRAM MANAGER Companies"), boycotts Israel, and the PROGRAM MANAGER agrees that the PROGRAM MANAGER and PROGRAM MANAGER Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 21.3 It is the intention of the parties that PROGRAM MANAGER be an independent contractor and not an employee, agent, joint venturer, or partner of OWNER. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between OWNER and either PROGRAM MANAGER or any employee or agent of PROGRAM MANAGER. As an independent contractor, PROGRAM MANAGER will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. PROGRAM MANAGER shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by OWNER hereunder and PROGRAM MANAGER shall indemnify and hold OWNER harmless in this regard.
- 21.4 PROGRAM MANAGER represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.
- 21.5 Nothing in this Agreement may be construed to imply that PROGRAM MANAGER has the exclusive right to provide OWNER services. During the Term of this Agreement, OWNER reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of PROGRAM MANAGER.
- 21.6 PROGRAM MANAGER agrees that PROGRAM MANAGER's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from OWNER.
- 21.7 If OWNER gives written permission for PROGRAM MANAGER to subcontract any of the Services, PROGRAM MANAGER shall ensure that each subcontractor complies with all provisions of this Agreement. PROGRAM MANAGER shall require each subcontractor to maintain and to furnish PROGRAM MANAGER with satisfactory evidence of Workers Compensation, Employer's Liability and such other forms and amounts of insurance which PROGRAM MANAGER deems reasonably adequate. PROGRAM MANAGER will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.
- 21.8 In the course of performing duties under this Agreement, PROGRAM MANAGER may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by OWNER and employees of OWNER. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of OWNER, either during the Term of this Agreement or after such Term. PROGRAM MANAGER acknowledges that OWNER would be irreparably injured if PROGRAM MANAGER were to disclose such information to third

parties not entitled to receive such information or to misappropriate such confidential information for PROGRAM MANAGER's own purposes or benefit and that money damages would not compensate OWNER for such irreparable injury.

<<< Signature Page Follows >>>

EXECUTED ON THE DATE LAST WRITTEN BELOW.

OWNER:

**Harris County Department of Education
6300 Irvington Boulevard
Houston, TX 77022`**

By: _____, on _____

Printed Name: _____

Title: _____

PROGRAM MANAGER:

**Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Dr., Suite 400.
Houston, Texas 77042**

By: John P. Grom, on October 9, 2020

Printed Name: John P. Grom

Title: Vice President

**WORK AUTHORIZATION BASED UPON
MASTER AGREEMENT
BETWEEN
OWNER AND PROGRAM MANAGER
Authorization 01**

THIS IS A WORK AUTHORIZATION made as of _____, 2020,

By and between

Harris County Department of Education (“OWNER”)

and

Lockwood, Andrews & Newnam, Inc. (“PROGRAM MANAGER”) and is governed by all provisions of the OWNER-PROGRAM MANAGER MASTER AGREEMENT dated _____.

OWNER intends to utilize the services of the PROGRAM MANAGER to complete the projects generally described below. The costs of Technology, Furniture, Fixtures and Equipment and Program Manager fees are included in the Total Project Cost.

- 1 ADMINISTRATION BUILDING RENOVATION:
 - 1.1 Substantial Completion: February 9, 2023
 - 1.2 Design Status: Design has not started
 - 1.3 Design Firm: Unknown at the time of this Authorization
 - 1.4 Total Project Costs: \$8,365,500
- 2 ADULT EDUCATION BUILDING:
 - 2.1 Substantial Completion: October 25, 2022
 - 2.2 Design Status: Design has not started
 - 2.3 Design Firm: Unknown at the time of this Authorization
 - 2.4 Total Project Costs: \$18,358,750
 - 2.4.1 Renovation Total Project Costs: \$1,500,000
 - 2.4.2 New Construction Total Project Costs: \$16,858,750

- 3 HIGHPOINT SCHOOL:
- 3.1 Substantial Completion: October 25, 2022
- 3.2 Design Status: Design has not started
- 3.3 Design Firm: Unknown at the time of this Authorization
- 3.4 Total Project Costs: \$7,916,645

The OWNER intends to select all professional services firms (Architecture, engineering, commissioning, testing and balancing, construction materials testing) from an established pool of approved firms and/or in accordance with applicable law and OWNER policy.

The OWNER intends to use Competitive Sealed Proposals as the construction services procurement method.

The OWNER will issue Revenue Bonds and Maintenance Tax Notes for the projects. PROGRAM MANAGER shall endeavor to procure work packages to utilize Maintenance Tax Notes to the largest extent possible if work complies with the Maintenance Tax Noted parameters.

OWNER AND PROGRAM MANAGER in consideration of their mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, herein agree in respect of the performance or furnishing of PROGRAM MANAGEMENT services by PROGRAM MANAGER with respect to the PROJECT and the payment for those services by OWNER as set forth below and in the Master Agreement between the parties.

1 DESCRIPTION OF PROGRAM MANAGEMENT SERVICES

- 1.1 Planning and Initiation Phase
 - 1.1.1 Prepare a Microsoft project-based Program schedule showing priorities, sequences, durations, and responsible parties for major design, pricing, construction and OWNER activities.
 - 1.1.2 Work with the OWNER to prepare Project budgets. Establish cost categories for cost tracking on a per-Project basis.
 - 1.1.3 Work with OWNER Administration and financial/bond advisors, as requested, to provide data and analyses. Provide overall budget and milestone dates for encumbrances.
 - 1.1.4 Assist in project/program cash flow projections
 - 1.1.5 Work with OWNER to establish accounting and reporting methods.
 - 1.1.5.1 Work with OWNER to prepare a project budget
 - 1.1.5.2 Work with OWNER to establish accounting structure
 - 1.1.5.3 Establish document controls system and manage use of the system by project teammates.
 - 1.1.6 Using OWNER'S approved pool of professional services firms and/or professional service firms selected by OWNER in accordance with applicable law and OWNER policies, upon direction by the OWNER, negotiate contracts with OWNER'S legal counsel, and prepare all correspondence, reports and contracts for OWNER approval.
 - 1.1.7 Provide consultation for procurement process for selection of general contractor(s). Participate in OWNER-led process by reviewing submissions and providing evaluation of qualifications, proposals, and pricing.
- 1.2 Pre-construction Phase
 - 1.2.1 Evaluate program and budget requirements and cause selected Architect-Engineer (A/E) to prepare

- final program of requirements.
- 1.2.2 Oversee progress activities of the A/E.
- 1.2.3 Provide Quality Control checking of A/E submission documents. Prepare written review and maintain follow-up log for quality assurance. Multi-discipline technical review. Provide review comments to A/E and coordinate receipt of responses, verifying correction of noted deficiencies.
- 1.2.4 Arrange meetings and design sessions to facilitate design inputs by all end users including administration, staff, teachers, directors, support services and students as well as committees and the community (as desired).
- 1.2.5 Review estimates, budgets and time lines prepared by the A/E and produce a report identifying variances from the Program Budget along with recommendations for resolving such variances.
- 1.2.6 Advise on use of materials, site use, building systems, construction feasibility, time requirements, value engineering, and cost control.
- 1.2.7 Develop, in consultation with OWNER, requirements for furniture for each facility. Manage furniture procurement.
- 1.2.8 Manage coordination of power and data requirements for OWNER-furnished furniture for each Project.
- 1.2.9 Manage move coordination activities, including portable buildings instructional materials, music instruments, furniture, shop equipment and personal belongings.
- 1.2.10 Assist with coordination of Owner Furnished Owner Installed (OFOI) and Owner Furnished Contractor Installed (OFCI) items. Includes technology infrastructure (conduit, cabling, patch panel, face plate termination), restroom accessories, food service equipment, and artwork.
- 1.2.11 Coordinate contract documents for OWNER. Work with OWNER legal counsel on the preparation of contract forms for inclusion in bidding documents
- 1.2.12 Facilitate developing bidder pre-qualifications, issuing procurement documents, conducting pre-bid conferences, receiving bids, bid analyses, and recommending awards.
- 1.2.13 Facilitate procurement of material testing labs, air balancing services and other necessary construction-phase consultants not provided through the A/E. Work with OWNER legal counsel on the preparation of contract forms.
- 1.2.14 Facilitate pre-award conferences and contracts.
- 1.2.15 Provide value engineering on projects.
- 1.3 Construction Phase
 - 1.3.1 Assist the A/E in administering contracts for construction.
 - 1.3.2 Provide administrative, management and related services to monitor, observe and evaluate work of the contractor, testing labs, and A/E. Handle contract administrative responsibilities for the OWNER. Assist the A/E in completing projects in accordance with OWNER objectives for costs, time and quality.
 - 1.3.3 Schedule and conduct with the A/E pre-construction, construction and progress meetings to discuss projects.
 - 1.3.4 Perform construction observation activities once per week
 - 1.3.5 Prepare construction observation reports once per week
 - 1.3.6 Monitor, update and enforce construction schedules.
 - 1.3.7 Enforce contracts to achieve satisfactory performance from all contractors, labs and professionals.
 - 1.3.8 Provide regular monitoring of approved estimates of construction costs and maintain cost accounting records. Provide monthly financial briefings and summaries of all project costs.
 - 1.3.9 Review and make recommendations to OWNER on all requests for changes (Proposal Requests, Request for Information, Supplemental Instructions) in construction and change orders.
 - 1.3.10 Review, evaluate and make recommendations to OWNER on all invoices and applications for payment. Assign job accounting code to each invoice transaction for accurate accounting of costs.
 - 1.3.11 Modify budget to reflect changes to committed costs
 - 1.3.12 Record cost commitments (Contracts, Purchase Orders)
 - 1.3.13 Record expenditures against established cost commitments

- 1.3.14 Manage approval workflow for proposed change orders (PCO's) and Allowance expenditure Authorizations (AEA's)
- 1.3.15 Develop and implement procedures with A/E for progress and final payments to contractor.
- 1.3.16 Assist in obtaining all permits.
- 1.3.17 Coordinate the services of all A/E's, surveyors, testing labs and other consultants.
- 1.3.18 Assist in verifying that all work conforms to contract documents. Follow-up on deficiencies identified during observations.
- 1.3.19 Assist A/E in contract interpretations and OWNER intent.
- 1.3.20 Receive certificates of insurance.
- 1.3.21 Receive and facilitate review of shop drawings, product data, samples and other submittals and assist owner and A/E with approvals. Facilitate approval from OWNER on key equipment and products:
 - 1.3.21.1 Air handlers,
 - 1.3.21.2 Chillers,
 - 1.3.21.3 Boilers,
 - 1.3.21.4 Controls network,
 - 1.3.21.5 Camera systems,
 - 1.3.21.6 Flooring types,
 - 1.3.21.7 Roofing system,
 - 1.3.21.8 Keying system
- 1.3.22 Record and report project progress.
- 1.3.23 Maintain record copies of contract documents, addenda, change orders, and other modifications.
- 1.3.24 Assist in arranging for delivery, storage, protection and security of OWNER-purchased materials, systems and equipment.
- 1.4 Closeout Phase
 - 1.4.1 Facilitate A/E and OWNER checkouts of utilities and assist in initial start-up and testing of systems.
 - 1.4.2 Coordinate the demonstration and training for equipment and services.
 - 1.4.3 Coordinate the timing and conditions for furniture delivery and installation with Contractor and OWNER schedules.
 - 1.4.4 Facilitate A/E in substantial completion inspections, and furnishing to OWNER guarantees, affidavits, releases, bonds, keys, manuals, record drawings, and maintenance stocks.
 - 1.4.5 Review closeout documents for thoroughness and compliance with project requirements. Address missing items with Contractor and A/E
 - 1.4.6 Represent the OWNER during final inspections and walk-through.
 - 1.4.7 Facilitate training meetings for OWNER staff in use of new facilities, components and equipment.
- 1.5 Warranty Phase
 - 1.5.1 Establish protocol for reporting warranty deficiency. Prepare a document for use by OWNER to disposition warranty claims
 - 1.5.2 Disposition warranty claim and identify appropriate party for response; architect, contractor or OWNER
 - 1.5.3 Establish and track warranty items and corrective actions
 - 1.5.4 Coordinate and participate in 11-month warranty walk through and review
 - 1.5.5 Develop warranty actions as identified during 11-month warranty walk through
 - 1.5.6 Prepare warranty phase transition plan for OWNER responsibility of future Warranty needs
- 1.6 Communications Activities
 - 1.6.1 Participate in meetings with Superintendent and designated staff related to the projects.
 - 1.6.2 Prepare monthly Project update reports for consumption by Board of Trustees and Superintendent
 - 1.6.3 Attend monthly Board of Trustees meetings and Public Facility Corporation meetings, as

- requested
- 1.6.4 Provide content to allow OWNER to update web site communication page(s) for managed projects. Prepare charts, graphs, photos, status summaries and other reporting for OWNER web site
- 1.7 Excluded Services
- 1.7.1 Provide draft and preliminary Program of Requirements (POR) for facility projects, working with Administration, Faculty/Staff, and committees.
- 1.7.2 Provide consultation on existing site analyses and new site analyses and selection.
- 1.7.3 Provide consultation and lead the process for selection of A/E firms; handle requests for qualification statements and letters of interest; assist in developing short list.
- 1.7.4 Prepare for and participate in community (PTO, Campus, etc) Bond Update Meetings
- 1.7.5 Prepare for and participate in Citizen's Bond Advisory Committee Meetings
- 1.7.6 Advise and coordinate methods for contractor selection and construction delivery (competitive bid, competitive sealed proposal, construction manager-at-risk, etc.).
- 1.7.7 Co-locating in the OWNER'S facilities, except as otherwise provided herein
- 1.7.8 Commissioning services
- 2 PAYMENTS TO THE PROGRAM MANAGER
- 2.1 OWNER shall pay PROGRAM MANAGER for Basic Services, identified in Article 1 "Description of Program Manager's Services" of this Work Authorization, as follows:
- 2.1.1 A lump sum fee of One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00).
- 2.2 Additional Services shall only be paid and costs incurred upon OWNER'S prior written authorization, except as stated in section 2.3.1.2 where expenses are authorized in advance by this Work Authorization. When authorized, OWNER shall pay PROGRAM MANAGER for Additional Services as follows:
- 2.2.1 General. For services of PROGRAM MANAGER'S principals and employees engaged directly on the Project performed or furnished, an amount equal to PROGRAM MANAGER'S direct labor cost times a factor of 3.5. Direct Labor Cost means salaries and wages (basic, premium and incentive) paid to personnel, but does not include indirect payroll related costs or fringe benefits.
- 2.2.2 PROGRAM MANAGER'S Consultants. For services of PROGRAM MANAGER'S Consultants performed or furnished, the amount billed to PROGRAM MANAGER therefor times a factor of one point zero (1.0).
- 2.2.3 Serving as a Witness. For services performed by PROGRAM MANAGER'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding, at the rate of \$1,800.00 per day, or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 2.2.1). For PROGRAM MANAGER'S Consultants for such services will be on the basis provided in paragraph 2.2.2.
- 2.3 OWNER shall pay PROGRAM MANAGER for Reimbursable Expenses as follows:
- 2.3.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Program, as follows:
- 2.3.1.1 If authorized in advance in writing by the OWNER
- 2.3.1.1.1 Customization of the Program Management Information System;
- 2.3.1.1.2 Site office expenses;
- 2.3.1.1.3 Fees paid for securing approval of authorities having jurisdiction over the projects;
- 2.3.1.1.4 Fees paid for testing, surveys or other data obtained at the request of the OWNER;

- 2.3.1.1.5 Professional photography and presentation materials;
 - 2.3.1.1.6 Reproduction costs for contract documents;
 - 2.3.1.1.7 Expense of additional insurance coverage or limits if the OWNER requests such insurance in excess of that normally carried by the PROGRAM MANAGER or PROGRAM MANAGER's consultants;
 - 2.3.1.1.8 Out-of-town travel, lodging and meals, and;
 - 2.3.1.1.9 Other similar Program-related expenses
- 2.3.1.2 Not requiring authorization in advance by the OWNER:
- 2.3.1.2.1 Program Management Information System Software seats (10-total) for OWNER'S use;
 - 2.3.1.2.2 Transportation between PROGRAM MANAGER office and OWNER facilities;
 - 2.3.1.2.3 Long distance services, dedicated data and communication services, teleconferences;
 - 2.3.1.2.4 Printing, reproductions, plots, standard form documents;
 - 2.3.1.2.5 Postage, handling and delivery;

2.4 Other Provisions Concerning Payments.

- 2.4.1 The payments due under Article 2.1.1 to the PROGRAM MANAGER shall be billed monthly and distributed equally over Twenty-Seven (27) months.

PROGRAM MANAGER is required to submit original invoices to the OWNER's Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to OWNER's Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to accountspayable@hcdde-texas.org.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Payment to PROGRAM MANAGER shall be made only after Services are performed and not before. Advance payment to PROGRAM MANAGER is strictly prohibited. PROGRAM MANAGER shall submit invoices within a timely manner during OWNER's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to PROGRAM MANAGER within forty-five (45) days after the later of the following: (1) the date OWNER receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date OWNER receives an invoice for the goods or service. PROGRAM MANAGER agrees to pay any subcontractors, if any, the appropriate share of the payment received from OWNER not later than the tenth (10th) day after the date PROGRAM MANAGER receives the payment from OWNER. The exceptions to payments made by OWNER and/or PROGRAM MANAGER listed in Texas Government Code § 2251.002 shall apply to this Agreement. Failure to send the invoices to OWNER's Accounts Payable Office will delay payment. PROGRAM MANAGER certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by OWNER, in OWNER's sole discretion.

In addition to all other rights and remedies that OWNER may have, OWNER shall have the right to setoff, against any and all amounts due to PROGRAM MANAGER by OWNER, whether due under this Agreement or any other agreement between OWNER (including any division of OWNER) and PROGRAM MANAGER, any sums for which OWNER is entitled to under this Agreement, as determined by OWNER in its sole discretion, including, without limitation, sums due by PROGRAM MANAGER to OWNER as a result of indemnification obligations, warranty claims, as applicable.

2.4.2 Payments Upon Termination.

2.4.2.1 In the event of termination during any phase of the Basic Services, PROGRAM MANAGER will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of PROGRAM MANAGER'S Hourly Rates for services performed or furnished during that phase to date of termination by PROGRAM MANAGER'S principals and employees engaged directly on the Project plus reasonable sums for demobilization of the project. Direct Labor Cost means salaries and wages (basic, premium and incentive) paid to personnel, but does not include indirect payroll-related costs or fringe benefits.

3 MISCELLANEOUS PROVISIONS

3.1 Construction Administration

3.1.1 The PROGRAM MANAGER shall visit each site weekly in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or detailed inspection of the Contractor's work but rather to allow the PROGRAM MANAGER, as a professional, to become generally familiar with the Work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

3.1.2 Based on this general observation, the PROGRAM MANAGER shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the Work.

3.1.3 If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROGRAM MANAGER as Additional Services in accordance with the terms of this agreement.

3.1.4 The PROGRAM MANAGER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

3.1.5 The PROGRAM MANAGER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROGRAM MANAGER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.2 Opinions of Cost

3.2.1 PROGRAM MANAGER'S opinions of probable Construction Cost provided for herein are to be made on the basis of PROGRAM MANAGER'S experience and qualifications and represent PROGRAM MANAGER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since PROGRAM MANAGER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, PROGRAM MANAGER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by

PROGRAM MANAGER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

3.3 Owner Responsibilities

- 3.3.1 Provide and update information regarding requirements for, and limitations on, the Program in a timely manner, objectives, schedule constraints and criteria, and site requirements; and any other information required for the PROGRAM MANAGER to perform its services.
- 3.3.2 Communicate the responsibilities and authority, and limits thereof, of the PROGRAM MANAGER to the OWNER's officers, directors, partners, employees, agents and OWNER's other Consultants and Contractors and enforce compliance with authorities granted to the PROGRAM MANAGER.
- 3.3.3 Identify a representative authorized to act on the OWNER'S behalf with respect to the Program. The OWNER shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the PROGRAM MANAGER'S services.
- 3.3.4 The Owner shall require all contractors to name the PROGRAM MANAGER and its consultants as Additional Insureds on all insurance policies where available.
- 3.3.5 Furnish tests, inspections, and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 3.3.6 Furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the OWNER's needs and interests.
- 3.3.7 Provide the PROGRAM MANAGER access to the Project site and other facilities under the OWNER's control and associated with the Project. The OWNER shall obligate its contractors to provide the PROGRAM MANAGER access to the Project site wherever Work is in preparation or progress.
- 3.3.8 The OWNER agrees not to solicit or hire the PROGRAM MANAGER's employees who are involved with the Project prior to one year after completion of the Project.
- 3.3.9 Permit the PROGRAM MANAGER to include photographs, videos and audio of the Project among the Program Manager's promotional and professional materials, provided that no students shall be identifiable and no student shall be video recorded without parent permission as required by applicable law and OWNER policies.
- 3.3.10 For the PROGRAM MANAGER'S convenience and occasional use furnish secure office space and furnishings at the OWNER'S office at 6005 Westview Dr., Houston, TX 77055, for the PROGRAM MANAGER'S staff. Space shall provide controlled access through keying or card access control.
- 3.3.11 Furnish technology requirements
 - 3.3.11.1 Within two weeks of notice to proceed, furnish publicly addressable data connection or third-party dedicated connection from independent internet service provider.
 - 3.3.11.2 Within two weeks of notice to proceed, furnish two data drops per workstation; 1 for data and one for VOIP phone.
 - 3.3.11.3 Within two weeks of notice to proceed, furnish patch panel for cabling required to support connections noted above. PROGRAM MANAGER will furnish switch, UPS, firewall and wireless access point(s) for the space.
 - 3.3.11.4 Furnish copy and scanning capabilities. Equipment must be connected accessible from the network and PROGRAM MANAGER devices. Include color printing and scanning in sizes up to 11"x17".
 - 3.3.11.5 If the OWNER requires PROGRAM MANAGER to access programs or data only available on the OWNER'S equipment or network, the OWNER shall furnish equipment or pathway to the network for PROGRAM MANAGER to access the programs or data.
- 3.3.12 Furnish accounting records
 - 3.3.12.1 Solely for the work described under this Work Authorization, OWNER shall furnish accounting

transaction records to allow the OWNER and PROGRAM MANAGER to continuously reconcile accounting records between the parties. Records shall be furnished not less than monthly with a goal of weekly. Records include:

- 3.3.12.2 Furnish original and modified purchase order copies
- 3.3.12.3 Furnish open and close purchase order report with balances
- 3.3.12.4 Furnish check written data
 - 3.3.12.4.1 Check number
 - 3.3.12.4.2 Payee
 - 3.3.12.4.3 Amount
 - 3.3.12.4.4 Purchase Order against which the cost was recorded
 - 3.3.12.4.5 Account number against which the cost was recorded
 - 3.3.12.4.6 Remittance advice for consolidated checks
- 3.3.13 Select, purchase and install instructional aids, consumables, instructional equipment, handheld equipment, technology, copiers/printers, vending equipment, coffee equipment, nurses office consumables, floor mats, traffic cones, gym equipment, dry-erase markers, and similar items.

4 SCHEDULE FOR PERFORMANCE OF THE SERVICES

4.1 Commencement and completion date: The compensation identified in this Work Authorization is based on the Occupancy for Use of the Projects for their intended purpose (Substantial Completion date) shown below, with completion of the closeout phase and warranty phase activities by PROGRAM MANAGER as described in Sections 1.4 and 1.5:

- 4.1.1 Administration Building Renovation: February 9, 2023
- 4.1.2 Adult Education Building: October 25, 2022
- 4.1.3 Highpoint School: October 25, 2022

4.2 The commencement of services shall be no sooner than the date this Work Authorization is fully executed by the parties and received in the PROGRAM MANAGER'S office. Should the duration of PROGRAM MANAGER'S services be required to extend more than ninety (90) calendar days beyond the Substantial Completion date due to factors beyond the control of PROGRAM MANAGER and not due to a force majeure event (as hereinafter described), additional compensation shall become due as described in Section 2.2, with the exception of the closeout phase and warranty phase activities by PROGRAM MANAGER as described in Sections 1.4 and 1.5, which are included as Basic Services. For purposes of this Section 4.2, a "force majeure event" shall mean any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, pandemic, epidemic, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control. Where PROGRAM MANAGER recommends measures within the contracts of the OWNER'S consultants or contractors managed by PROGRAM MANAGER be enforced, and those recommendations are not implemented by the OWNER, causing additional cost to PROGRAM MANAGER, PROGRAM MANAGER shall be entitled to additional compensation as described in Section 2.2.

5 LIMITATION OF LIABILITY

5.1 It is agreed that the OWNER's maximum recovery against PROGRAM MANAGER for any damages, claims, costs, or expenses arising under this Work Authorization, whether in contract, tort or otherwise, is limited to the lesser amount of fee paid to the PROGRAM MANAGER under this Work Authorization or insurance limits established in the Master Agreement. It is expressly agreed that OWNER's sole and exclusive remedy against PROGRAM MANAGER under this Work authorization, whether based in contract, tort or otherwise, is the award of damages, costs

This is the **Work Authorization**, consisting of 11 pages, referred to in the **Master Agreement between OWNER and PROGRAMMANAGER**,

or expenses not to exceed the amount of fee received by PROGRAM MANAGER or the insurance requirements under the Master Agreement, whichever is less.

6. OWNERSHIP OF WORK PRODUCT

All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by PROGRAM MANAGER in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of OWNER. PROGRAM MANAGER shall deliver all such materials to OWNER upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by OWNER for use by PROGRAM MANAGER in connection with the Services performed under this Agreement will remain OWNER's property. Any pre-existing programs, data, or other materials furnished and owned by PROGRAM MANAGER for use by PROGRAM MANAGER in connection with the Services performed under this Agreement will remain PROGRAM MANAGER's property.

<<< Signature Page Follows >>>

EXECUTED ON THE DATE LAST WRITTEN BELOW.

OWNER:

**Harris County Department of Education
6300 Irvington Boulevard
Houston, TX 77022**

By: _____, on _____

Printed Name: _____

Title: _____

PROGRAM MANAGER:

**Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Dr., Suite 400
Houston, Texas 77042**

By: , on October 9, 2020

Printed Name: John P. Grom

Title: Vice President

Agenda Item:

Consider selection of architects for the HCDE Capital Improvement Program Projects, based on demonstrated competence and qualifications, pursuant to RFQ #20/043IA, and authorize the Superintendent or his designee to negotiate, finalize, and execute contracts for the projects for fair and reasonable prices.

The recommended architects for each project are: (1) cre8 Architects for the new Adult Education building and the Adult Education Renovation project, new Highpoint School East middle school campus, project, and new Academic and Behavior School East campus project (Projects funded primarily from Series 2020 Lease Revenue Bonds -Projects funded primarily from 2020 Revenue Bonds); and (2) English + Associates, Inc. for the renovation of the Reagan (Irvington) Administration building project – funded through Series 2020 Maintenance Tax Notes.

Rationale:

Justification:

The Department received statements of qualifications in response to **RFQ #20/043IA**, and the Board approved a pool of architects pursuant to RFQ #20/043IA on September 16, 2020. HCDE Administration selected 6 architectural firms from the pool to make presentations on October 22, 2020. The HCDE Administration is recommending the following architects for each project as follows:

- (1) cre8 Architects for the new Adult Education building and Adult Ed Renovation project, new Highpoint School East middle school campus, and new Academic and Behavior School East campus; and
- (2) English + Associates, Inc. for the renovation of the Reagan (Irvington) Administration building project

Fiscal Impact and Cost/ Funding source

The projects’ operating budgets for the architects are estimated as follows:

- 1. cre8 Architects: new Adult Education building and Adult Ed Renovation project: $\$14,180,400 \times 6.5\% = \$921,726$
- 2. cre8 Architects: new Highpoint School East middle school campus: $\$5,651,500 \times 6.5\% = \$367,347.50$
- 3. cre8 Architects: new Academic and Behavior School East campus: $\$12,550,000 \times 4.5\% = \$564,500$
- 4. English + Associates, Inc.: renovation of Reagan (Irvington) Administration building: $\$5,850,000 \times 8.75\% = \$512,200$

Compliance with Board Policy

CE (Local/Legal) – Annual Operating Budget

CH (Legal/Local) – Purchasing and Acquisition

Recommendation:

HCDE Administration recommends approval of the architectural firms for the projects listed above in order to continue with the capital improvement program and recommends authorizing the Superintendent or his designee to negotiate, finalize, and execute contracts with the architects for the projects for fair and reasonable prices.

Program of Requirements

Harris County Department of Education



Harris County
Department of
Education

5/28/2020



Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY

Executive Summary

This document describes a preliminary Program of Requirements (POR) focused around four specific facilities/campuses owned by the Harris County Department of Education. These facilities/campuses are referred to within this document as follows:

1. Adult Education
2. Highpoint School
3. AB School East
4. Administration Building

As part of a proactive facility management and County Department planning effort, the Harris County Department of Education (HCDE or the County) requested the services of Lockwood, Andrews & Newnam, Inc. (LAN) to assess facilities owned by the County and subsequently develop a POR. This two-part approach is intended to serve as the basis of planning for the HCDE's future endeavors as they relate to these specific facilities and campus locations.

The Facility Condition Assessment (FCA), submitted under separate cover on 2/11/2020, provided a summary of findings from evaluations of the four buildings noted above. The primary focus of the POR is to build off recommendations included in the FCA in concert with feedback from HCDE Administrative Staff.

As they relate to the list of buildings above, suggestions included in this POR synonymously refer to the building and/or the campus on which the building is located. Details regarding the scope of work included as part of the POR are noted in each of the respective sections of this document.

Budget Estimate: Where used throughout this POR, the term Budget Estimate shall mean the total cost to complete the project, including but not limited to, contractor's cost of construction, professional design services, material testing, equipment balancing, technology, moving and relocation and other administrative costs. The design professional shall account for all such costs in preparing designs that are at or below the Owner's Budget Estimate.

Figure 1 provides a budget estimate of the facilities/campuses and a brief, high-level designation of the scope of work that would be expected to be included as described in this POR. In consideration of the overall Program Budget, a phased approach in implementing the projects described has been noted.

FIGURE 1: POR PROJECT BUDGET ESTIMATES

Building/Campus	Phase	Scope Designation	Budget Estimate
Adult Education	Phase 1	New Building and Parking Garage	\$ 17,558,750
Highpoint School	Phase 1	New Building, Existing Gym	\$ 7,916,645
AB School East	Phase 1	New Building and Site Development	\$ 17,705,875
Administration Building	Phase 2	Interior Renovations and Rehabilitation	\$ 8,365,500
Phase 1 Sub-Total			\$ 43,181,270
Phase 2 Sub-Total			\$ 8,365,500
Projected Grand Total of Phase 1 and Phase 2			\$ 51,546,770

Phase 1 addresses educational facility needs with a Budget Estimate of \$43,181,270. Phase 2 focuses on the needs of the Administration Building and amounts to \$8,365,500.

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1. Justification and Purpose

1.1. Justification

This document presents the preliminary justification and Program of Requirements (POR) for the design and construction of several projects associated with the Harris County Department of Education (HCDE or the County).

1.2. Purpose

This program of requirements is intended to establish basic development and design considerations. The A/E selected for the project(s) will determine, through detailed studies, specific project design criteria, and efficient and economical use of materials and construction to provide the requested facilities within an approved budget. This POR is intended to provide basic and preliminary requirements that have been requested by the user and to set budget guidelines.

2. Adult Education | Phase 1

The following sections describe the general scope of work anticipated to complete the projects which are identified in subsequent sections. An estimated budget for the work is also provided for review and refinement as the work becomes defined in further detail.

2.1. Scope

2.1.1. General

This project will require all services necessary to complete plans, specifications, estimates, bidding/proposing, contracting, construction observation and other typical A/E services standard to the profession for the projects described in this section.

The A/E shall advise the HCDE on the construction schedule and make suggestions to provide the least disruptive environment possible. On-site analysis for the campus is part of the required services.

2.1.2. Project Specific: New Building and Parking Garage

Construct a new building to replace the existing Adult Education building which is currently abandoned. In order to accommodate the estimated number of students and staff served, it is anticipated that a parking garage would be required.

As part of a phased approach to total program delivery, work for the Adult Education program has been identified as part of Phase 1.

New Building

Construction of a new building to serve Adult Education students and staff. The building's gross square footage is estimated at approximately 40,500 square feet.

Site Development

Site development of the existing site would be required for configuration, circulation, drainage, and parking.

Demolition

Demolition requirements are accounted for in accomplishing the identified scope of work for this effort. This would include demolition of the existing Adult Education facility.

Parking Garage

The need for a parking garage is highly likely in order to accommodate the total number of students and staff served by the HCDE Adult Education program. It is estimated that a garage of approximately 150 parking spaces would accommodate the program.

2.1.3. Project Specific: Adult Education Language Classroom Building

The two-story Language Classroom Building located on the Adult Education campus would remain in order to serve the functions of the department. There would not be any associated scope of work with this facility other than needing to remain functional during the construction activities on this campus.

2.2. Budget Estimate

The following budget estimates may be used for the purposes of reviewing and understanding the scope of work intended to meet the Program of Requirements for this project. Review and further refinement of the budget estimate will be required as part of the A/E services of this work.

FIGURE 2: ADULT EDUCATION NEW BUILDING AND PARKING GARAGE BUDGET ESTIMATE

Scope Category	Budget Estimate
New Building	\$ 14,478,750
Site Development	\$ 660,000
Demolition	\$ 357,500
Parking Garage	\$ 2,062,500
Total	\$ 17,558,750

3. Highpoint School | Phase 1

The following sections describe the general scope of work anticipated to complete the projects which are identified in subsequent sections. An estimated budget for the work is also provided for review and refinement as the work becomes defined in further detail.

3.1. Scope

3.1.1. General

This project will require all services necessary to complete plans, specifications, estimates, bidding/proposing, contracting, construction observation and other typical A/E services standard to the profession for the projects described in this section.

The A/E shall advise the HCDE on the construction schedule and make suggestions to provide the least disruptive environment possible. On-site analysis for the campus is part of the required services.

3.1.2. Project Specific: New Building, Existing Gym

The Highpoint Middle School facility requires capital reinvestment. Based on the existing functionality and amount of modifications that would be required of the existing facility (such as accessibility and wholesale building system rehabilitation), a recommendation for replacement of classroom space is recommended. A recent renovation of the existing Gym constitutes a recommendation to retain this portion of the existing building. A new classroom wing would be designed and constructed to adjoin with the existing portion of the facility which serves as the Gym.

As part of a phased approach to total program delivery, work for Highpoint School has been identified as part of Phase 1.

Building (Classrooms and Circulation)

Construct a new facility to replace the current Highpoint Middle School classroom space. A new classroom wing would generally be designed to match the exterior of the existing high school facility on campus. This facility would be designed for an approximate capacity of 60 students. The new classroom building would incorporate the existing Gym and include circulation space. In addition to the Existing Gymnasium, the space for Classrooms and Circulation would be approximately 13,730 gross square feet.¹

Building (Existing Gymnasium)

The existing Gymnasium would remain in place and be designed/constructed to adjoin with the new classroom wing. The existing exterior of the Gym would likely require replacement and a new façade designed and constructed to tie into the new classroom wing.

Site Development

Site development would be required for queuing and circulation from the feeder road.

Demolition

Demolition of a portion of the existing facility would be required.

¹ This concept would allow for approximately 228 square feet per student in the Classrooms and Circulation space. In total, with an existing gymnasium of approximately 7,200 square feet, a total of 348 square feet per student would be provided with this scenario.

Phased Construction Considerations

Phased construction efforts would be required and therefore temporary placement of portable facilities would need to be accounted for during this period.

3.2. Budget Estimate

The following budget estimate may be used for the purposes of reviewing and understanding the scope of work intended to meet the Program of Requirements for this project. Review and further refinement of the budget estimate will be required as part of the A/E services of this work.

FIGURE 3: HIGHPOINT SCHOOL BUDGET ESTIMATE

Scope Category	Budget Estimate
Building (Classrooms and Circulation)	\$ 4,908,475
Building (Existing Gymnasium)	\$ 205,920
Site Development	\$ 1,980,000
Demolition	\$ 286,000
Phased Construction Considerations	\$ 536,250
Total	\$ 7,916,645

4. AB School East (New Building) | Phase 1

The following sections describe the general scope of work anticipated to complete the projects which are identified in subsequent sections. An estimated budget for the work is also provided for review and refinement as the work becomes defined in further detail.

4.1. Scope

4.1.1. General

This project will require all services necessary to complete plans, specifications, estimates, bidding/proposing, contracting, construction observation and other typical A/E services standard to the profession for the projects described in this section.

The A/E shall advise the HCDE on the construction schedule and make suggestions to provide the least disruptive environment possible. On-site analysis for the campus is part of the required services.

4.1.2. Project Specific: New Building and Site Development

The existing building which serves as AB School East building requires a building addition and rehabilitation of the existing building. As an alternative, consideration should be given to abandon use of the current facility and construct a new facility. Site Development would also be anticipated for this work.

As a basis for this alternative, the HCDE's AB School West facility was considered.² Based on AB School West plans, a total of 27 classrooms were constructed.³ The total building size was noted as approximately 43,605 Gross Square Feet. Using a limit of 8 students per classroom, the AB School West building appears to have a capacity of 216 students. Based on the calculated gross square footage, this equals approximately 201 Square Feet per Student.

As part of a phased approach to total program delivery, work for AB School East (New Building) has been identified as part of Phase 1.

New Building

Using the AB School West facility as a basis, a facility of approximately 41,300 gross square feet has been programmed.⁴ The facility could be constructed in the available space at the existing AB School East campus. The occupancy classification for this facility will be a factor in the design requirements implemented and should be considered and reviewed based on the students served by the HCDE.⁵

Site Development

Site development would be required for queuing and circulation with an entrance from the north side of the property off Office City Drive.

Site development costs include the addition of a greenhouse and a playground.

² Design documents provided by HCDE indicate dates of design in 2018 and 2019. The facility was recently constructed per HCDE administrative staff.

³ Classroom, Elementary Classroom, and Life Skills Classrooms were included in this total count.

⁴ With an estimated need to serve 180 students at the AB School East campus, 229 Square Feet per Student are provided with this scenario.

⁵ Texas Education Agency (TEA) guidelines shall be considered in addition to the occupancy requirements and programs provided by HCDE in the design of this facility.

4.2. Budget Estimate

The following budget estimate may be used for the purposes of reviewing and understanding the scope of work intended to meet the Program of Requirements for this project. Review and further refinement of the budget estimate will be required as part of the A/E services of this work.

FIGURE 4: AB SCHOOL EAST NEW BUILDING BUDGET ESTIMATE

Scope Category	Budget Estimate
New Building	\$ 14,764,750
Site Development	\$ 2,941,125
Total	\$ 17,705,875

5. Administration Building | Phase 2

The following sections describe the general scope of work anticipated to complete the projects which are identified in subsequent sections. An estimated budget for the work is also provided for review and refinement as the work becomes defined in further detail.

5.1. Scope

5.1.1. General

This project will require all services necessary to complete plans, specifications, estimates, bidding/proposing, contracting, construction observation and other typical A/E services standard to the profession for the projects described in this section.

The A/E shall advise the HCDE on the construction schedule and make suggestions to provide the least disruptive environment possible. On-site analysis for the campus is part of the required services.

5.1.2. Project Specific: Interior Renovations and Rehabilitation

The Administration Building requires interior renovations and a major mechanical and electrical overhaul. The Administration Building measures at approximately 60,000 SF of interior space.

As part of a phased approach to total program delivery, work for the Administration Building has been identified for Phase 2.

Interior Renovations and Rehabilitation

Suggested interior renovations include new ceiling, wall, and floor finishes.

As suggested in the FCA Report, an analysis of department size, functionality, and department adjacencies should be conducted. This programmatic effort should be intended to recommend or confirm current department locations throughout the four-story facility based on personnel totals of each department, available spaces, and potential efficiencies that may be gained through department adjacencies. Potential reconfiguration of administrative departments would likely require movement of non-structural interior walls.

Further consideration may be given to relocating the board room from the 4th floor to the 1st floor of the building. Relocation of the Board Room would provide a more easily accessed space for visitors. This adjustment would also provide an additional layer of safety and security for Board Meetings; limiting visitation of the building to the first floor when Board Meetings are conducted.

Mechanical Rehabilitation and New Chillers

A major mechanical overhaul would include adjustment to zoning, controls, and distribution of mechanical systems that would be required with movement of interior walls, etc. Replacement of two existing chillers would be included in this scope of work.

Electrical

A major electrical overhaul would include the installation of new lighting throughout the facility (switching to LED lighting) and rehabilitation of the main electrical service. The rehabilitation of the main electrical service would be an upgrade to be on par with the mechanical and lighting upgrade and would include an upgrade to modern electrical technology and replacement of main switchgear/switchboard/feeders.

Demolition

General demolition requirements are accounted for in accomplishing the identified scope of work for this effort.

5.2. Budget Estimate

The following budget estimate may be used for the purposes of reviewing and understanding the scope of work intended to meet the Program of Requirements for this project. Review and further refinement of the budget estimate will be required as part of the A/E services of this work.

FIGURE 5: ADMINISTRATION BUILDING BUDGET ESTIMATE

Scope Category	Budget Estimate
Interior Renovations and Rehabilitation	\$ 3,432,000
Relocation of Board Room	\$ 715,000
Mechanical Rehabilitation and New Chillers	\$ 2,288,000
Electrical	\$ 1,573,000
Demolition	\$ 357,500
Total	\$ 8,365,500

6. Appendices

The following appendices provide additional support and guidance to the projects detailed and described as part of the POR document.

6.1. Opinions of Probable Cost Overview and Commentary

Description: Memorandum provided to HCDE on 2/25/2020 supporting the opinions of probable cost as they relate to the Budget Estimates and non-construction cost considerations for each of the projects (provided on following pages).



MEMORANDUM

DATE: February 25, 2020
Prepared By: Kyle LeBlanc
PROJECT #: 171-10005-001
PROJECT: Harris County Department of Education Program of Requirements
SUBJECT: Opinions of Probable Cost Overview and Commentary

In the development of a compilation of projects and needs identified, opinions of probable cost are necessary for planning purposes. Opinions of probable cost for projects identified are based on the professional and experienced judgement of LAN staff and industry-specific cost information.

Cost Escalation Factors

Cost escalation factors for any project can range in complexity and reason. Cost escalation (beyond a base cost) will generally fall into one of the following reason categories:

- Construction-related factors
 - Complexity of the identified scope of work
 - Overhead and Profit (O&P) markups for the Installing Contractor (typically sub-contractor to a General Contractor)
 - Contingencies and Allowances for general conditions
 - General Contractor O&P
 - Bonds and Insurance
- Time-related factors
 - Timing/planning of the work
 - Escalation factor (such as inflation) for when the work is anticipated to occur
- Economic factors
 - Project location
 - Bidding climate of the local economy
- Soft costs
 - Professional fees (commonly grouped into a designation as soft costs)
 - Program/Project Management
 - Design/Surveying (Architectural, Engineering, etc.)
 - Permitting fees (commonly grouped into a designation as soft costs)
 - The cost of additional land/property acquisition
 - Movable Furniture, Fixtures, and Equipment (commonly grouped into a designation as soft costs)



MEMORANDUM

Non-Construction Cost Considerations

The following section describes various non-construction costs commonly associated with construction of a facility. While every project contains unique conditions that affect the costs for budgeting purposes, there is a need to prepare early planning budgets for long-range capital planning. The following sections are provided to gain a general sense of the types of non-construction costs that may need to be considered in construction; both those that would be expected to be included in a Construction Contract (Not Soft Costs) as well as those which would be expected to be included as soft costs.

The table below summarizes what is further discussed in the following bulleted sections.

Service	Estimated Percentage
Program/Project Management	4.0%
Architect Soft Costs (New Construction)	7.0%
Technology Soft Costs	5.5%
FF&E Soft Costs	5.0%
Materials Testing and Inspection (MT&I) Soft Costs	0.6%
Moving and Relocation Soft Costs	0.5%
Other Miscellaneous Soft Costs	6.5%
Total	29.1%

- **Program/Project Management – 4.0%**
 - Items to be included in Construction Contract (Not Soft Costs):
 - None
 - Items to be funded by the Program/Project Management Line Item (Soft Costs):
 - Program scope, schedule, and budget verification
 - Master budget/schedule development
 - Community engagement and public relations
 - Project prioritization
 - Capital improvement planning
 - Grant and funding assistance
 - Delivery and contracting strategies
 - Public-private partnership development
 - Asset management
 - Designer and contractor procurement
 - Design and construction oversight
 - Change order management
 - Value engineering
 - Life cycle assessments
 - Program progress reporting
 - Owner's Representation and General Engineering Consultant (GEC)

- **Architect Soft Costs (New Construction) – 7.0%**
 - Items to be included in Construction Contract (Not Soft Costs):
 - None
 - Items to be funded by the Architect Budget Line Item (Soft Costs):
 - Programming through warranty phase services
 - Consultants
 - Reimbursable expense



MEMORANDUM

- **Technology Soft Costs – 5.5%**
 - IT Items to be included in Construction Contract (Not Soft Costs):
 - All electrical power for any equipment
 - Infrastructure and wiring for Data drops
 - Data Infrastructure for Wireless Access Points
 - Clocks and Intercom Systems
 - HVAC controls and wiring
 - Conduit to "D-Mark" panel for Phone System and Fiber Cable
 - Conduit for Fiber Cable to Patch Panels
 - Cameras, cabling and infrastructure for Security Monitoring System
 - Security and Access Controls and Infrastructure
 - MDF and IDF Racks
 - IT Items to be funded by the IT Budget Line Item (Soft Costs):
 - Interactive TVs and TV Monitors
 - Any Projectors, screens and Monitor Arrays for Video
 - Network Server Switches, UPS Units and System Hardware for Racks
 - Administrative Computers
 - Wireless Access Points
 - IP Phones
 - Fiber Main Cable to Building and between MDF and IDF Frames.
- **FF&E Soft Costs – 5.0%**
 - FF&E Items to be included in Construction Contract (Not Soft Costs):
 - Casework
 - FF&E Items to be funded by the FF&E Budget Line Item (Soft Costs):
 - All Loose Equipment and Furnishings
 - All Furniture
- **Materials Testing and Inspection (MT&I) Soft Costs – 0.6%**
 - Items to be included in Construction Contract (Not Soft Costs):
 - Re-testing of deficient work
 - Contractor's trade-required inspections
 - Manufacturer certification testing
 - City or other AHJ inspections
 - Items to be funded by the MT&I Budget Line Item (Soft Costs):
 - Testing and Balancing
 - Soil testing
 - Concrete testing
 - Steel inspection
 - Masonry inspections
 - Other
- **Moving and Relocation Soft Costs – 0.5%**
 - Items to be included in Construction Contract (Not Soft Costs):
 - None
 - Items to be funded by the Moving Budget Line Item (Soft Costs):
 - Third-party moving company
 - Consumable boxes and supplies
 - Re-useable boxes and supplies
 - Prepare manifest
 - Label, transport, place in designated rooms
 - Protect walls and floors



MEMORANDUM

- **Other Miscellaneous Soft Costs – 6.5%**
 - Items to be included in Construction Contract (Not Soft Costs):
 - Building permits
 - Printing and distribution
 - Temporary utilities
 - Items to be funded by the Other Miscellaneous Budget Line Item (Soft Costs):
 - Management software
 - Project contingency
 - Procurement activities
 - Office spaces and computers
 - Surveying
 - Geotechnical investigation
 - Management
 - County support personnel (Accounting, IT services, teacher pay, keying, cleaning)
 - Special security (Above contractor's obligations)
 - Ceremonial events

6.2. Adult Education Budget, Layout, and Space Requirements

6.2.1. Budget Estimate Breakdown

Figure 6 provides further detail behind each of the line items associated with this project.

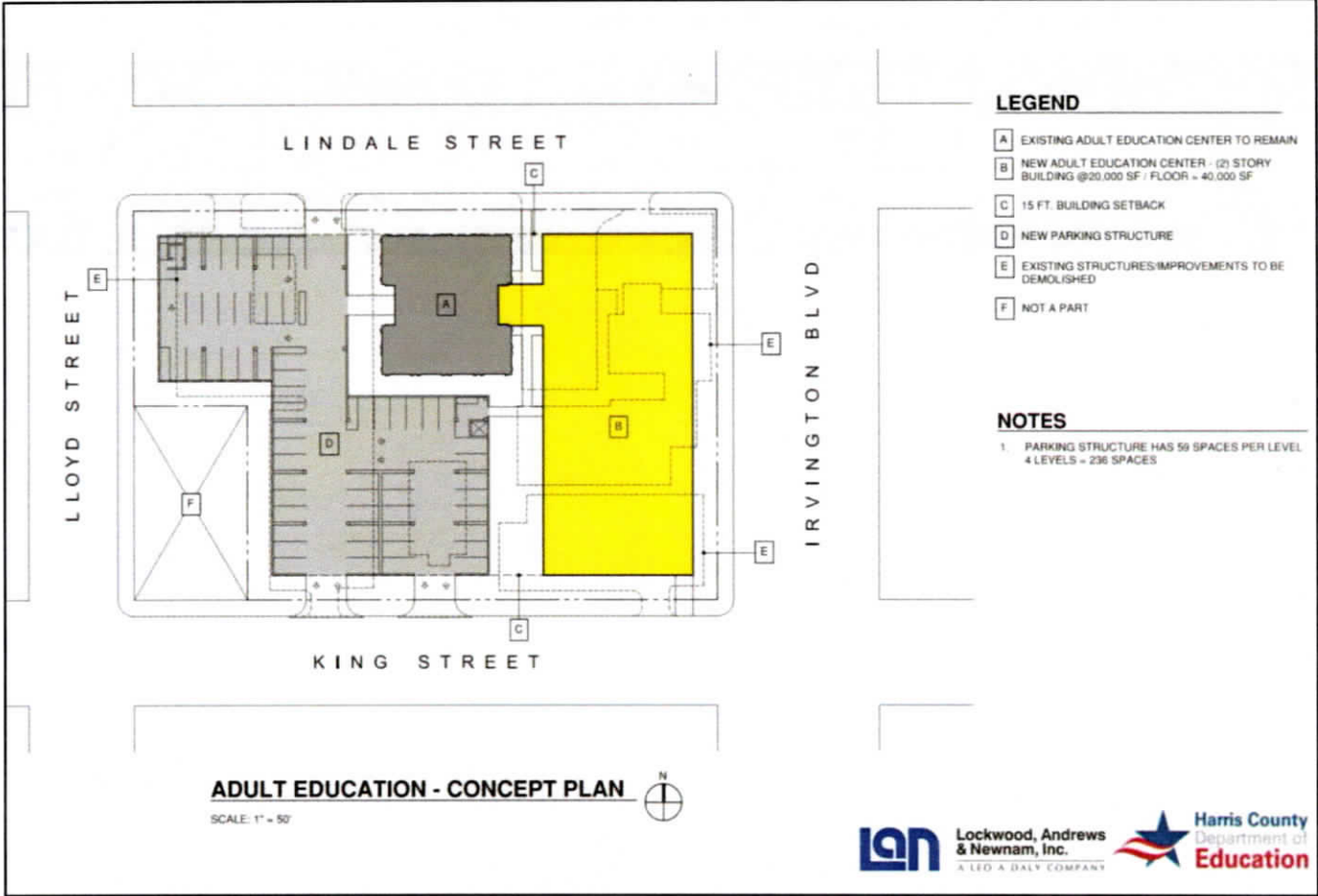
FIGURE 6: ADULT EDUCATION NEW BUILDING AND PARKING GARAGE BUDGET ESTIMATE BREAKDOWN

Project Line Item	Quantity or Total SF	\$ or \$/SF	Budget	Contingency (\$)	Subtotal Budget	Soft Costs (\$)	Budget Estimate
New Building	40,500	\$ 250	\$ 10,125,000	\$ 1,012,500	\$ 11,137,500	\$ 3,341,250	\$ 14,478,750
Site Development	1	\$ 500,000	\$ 500,000	\$ 50,000	\$ 550,000	\$ 110,000	\$ 660,000
Demolition of Existing	1	\$ 250,000	\$ 250,000	\$ 25,000	\$ 275,000	\$ 82,500	\$ 357,500
Parking Garage for Students/Staff	150	\$ 10,000	\$ 1,500,000	\$ 150,000	\$ 1,650,000	\$ 412,500	\$ 2,062,500
Total			\$ 12,375,000	\$ 1,237,500	\$ 13,612,500	\$ 3,946,250	\$ 17,558,750

6.2.2. Conceptual Layout: Adult Education New Building and Parking Garage

Figure 7 provides a conceptual site layout for the Adult Education New Building and Parking Garage.



FIGURE 7: CONCEPTUAL SITE LAYOUT FOR ADULT EDUCATION NEW BUILDING AND PARKING GARAGE



6.2.3. Space Requirements: Adult Education New Building and Parking Garage

Figure 8 provides the anticipated space requirements for the Adult Education New Building and Parking Garage.

FIGURE 8: SPACE REQUIREMENTS FOR ADULT EDUCATION NEW BUILDING AND PARKING GARAGE

	Lockwood, Andrews & Newnam, Inc. A LEO A DALY COMPANY			
Preliminary Program - Adult Education Division 6515 Irvington Blvd. Houston, TX 77022				
Summary				
Department	Net Area (sf)	Efficiency	Gross Area (sf)	% of Total
Administration	6,700	0.65	9,045	22.33
Common Area	5,300	0.65	7,155	17.67
Classrooms and Labs	18,000	0.65	24,300	60.00
Total Area (NSF)	30,000			
Total Area (GSF)			40,500	
GSF per Student & Staff (250)				162
Administration				
Space Name	Net Area (sf)	Number	Total Area (sf)	
Reception/Lobby	500	1	500	
Director's Office	240	1	240	
Office	180	7	1,260	
Cubicle	100	20	2,000	
Conference Room	300	1	300	
Secure File Room	600	1	600	
General Storage	600	1	600	
Work Room/Copier	300	1	300	
Staff Lounge	500	1	500	
Restrooms	200	2	400	
Department Total				6,700
Common Area				
Space Name	Net Area (sf)	Number	Total Area (sf)	
Multi-Purpose Room	1,600	1	1,600	
Student Lounge	500	1	500	
Restrooms	300	2	600	
Mechanical	1,000	2	2,000	
Electrical	150	2	300	
Technology	150	2	300	
Department Total				5,300
Classrooms and Labs				
Space Name	Net Area (sf)	Number	Total Area (sf)	
Smart Classroom	800	10	8,000	
Allied Health Lab	1,200	2	2,400	
Computer Lab	1,000	2	2,000	
Construction/Trades Lab	5,000	1	5,000	
Restrooms	300	2	600	
Department Total				18,000

6.3. Highpoint School Budget, Layout, and Space Requirements

6.3.1. Budget Estimate Breakdown

Figure 9 provides further detail behind each of the line items associated with this project. Phased construction efforts would be required and therefore temporary placement of portable facilities would need to be accounted for during this period. Estimating 10 Portable facilities for \$2,500/Month for 15 Months.

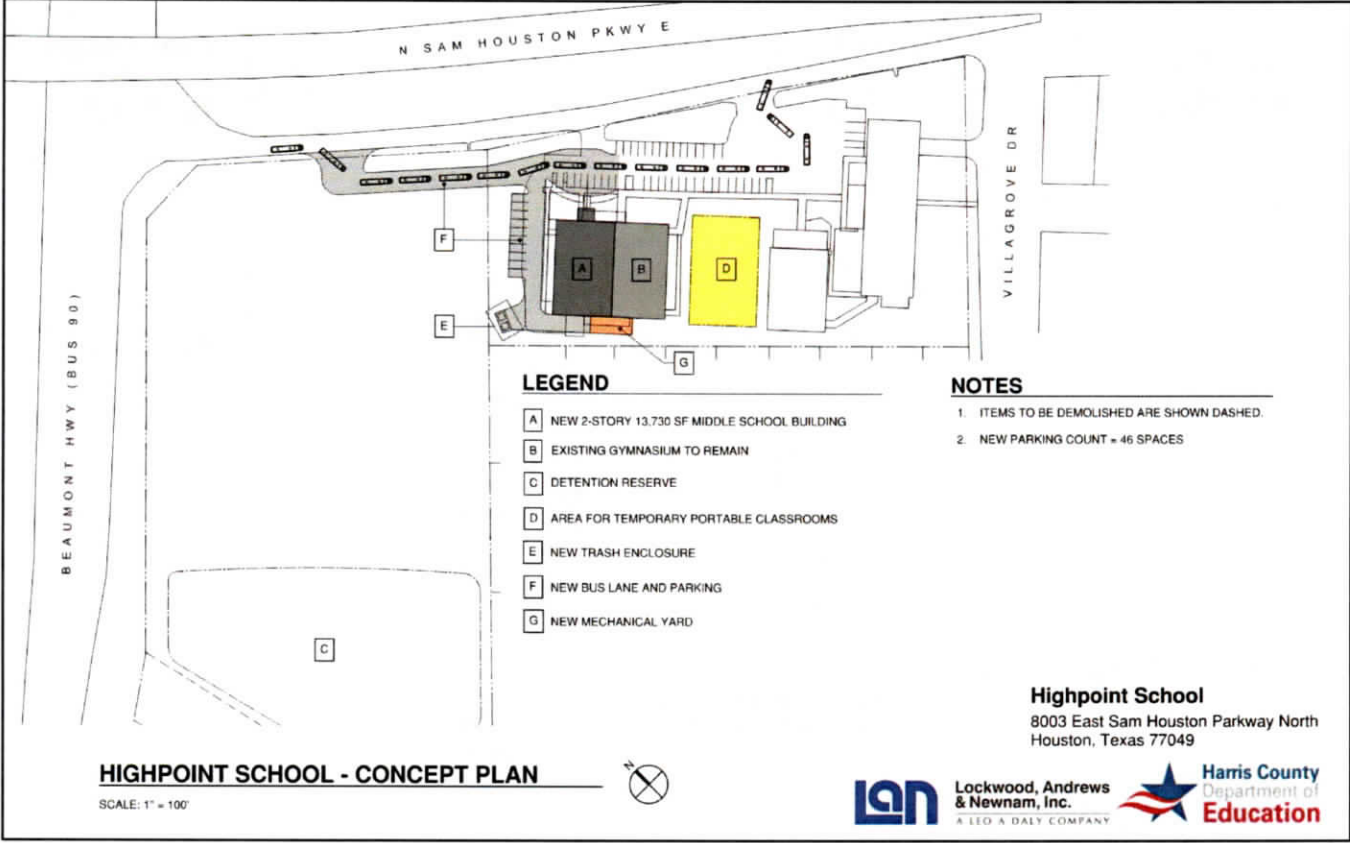
FIGURE 9: HIGHPOINT SCHOOL BUDGET ESTIMATE BREAKDOWN

Project Line Item	Quantity or Total SF	\$ or \$/SF	Budget	Contingency (\$)	Subtotal Budget	Soft Costs (\$)	Budget Estimate
Building (Classrooms and Circulation)	13,730	\$ 250	\$ 3,432,500	\$ 343,250	\$ 3,775,750	\$ 1,132,725	\$ 4,908,475
Building (Existing Gymnasium)	7,200	\$ 20	\$ 144,000	\$ 14,400	\$ 158,400	\$ 47,520	\$ 205,920
Site Development	1	\$ 1,500,000	\$ 1,500,000	\$ 150,000	\$ 1,650,000	\$ 330,000	\$ 1,980,000
Demolition of Existing			\$ 200,000	\$ 20,000	\$ 220,000	\$ 66,000	\$ 286,000
Phased Construction Considerations	10	\$ 37,500	\$ 375,000	\$ 37,500	\$ 412,500	\$ 123,750	\$ 536,250
Total			\$ 5,651,500	\$ 565,150	\$ 6,216,650	\$ 1,699,995	\$ 7,916,645

6.3.2. Conceptual Layout: New Building, Existing Gym

Figure 10 provides a conceptual site layout for the Highpoint School New Building and Existing Gym Project.

FIGURE 10: CONCEPTUAL SITE LAYOUT FOR HIGHPOINT SCHOOL NEW BUILDING, EXISTING GYM



6.3.3. Space Requirements: New Building, Existing Gym

Figure 11 and Figure 12 provide the anticipated space requirements for the Highpoint School New Building and Existing Gym Project.

FIGURE 11: SPACE REQUIREMENTS FOR HIGHPOINT SCHOOL NEW BUILDING, EXISTING GYM (PAGE 1)



 Lockwood, Andrews & Newnam, Inc. <small>A LEO A DALY COMPANY</small>					
Preliminary Program - Highpoint School 8003 East Sam Houston Parkway North Houston, TX 77049					
Summary					
Department	Net Area (sf)	Efficiency	Gross Area (sf)	% of Total	Remarks
Administration	3,570	0.65	4,820	23.03	
Common Area	800	0.65	1,080	5.16	
Classrooms and Labs	4,700	0.65	6,345	30.32	
Physical Education	1,100	0.65	1,485	7.10	
Existing Gymnasium	7,200		7,200	34.40	
Total Area (NSF)	17,370				
Total Area (GSF)			20,930		
GSF per Student (60)			349		
Demolish Existing Classroom Building, Retain Existing Gymnasium					
			First Floor Gross Area (sf)	6,642	
			Second Floor Gross Area (sf)	7,088	
			Total	13,730	
Administration					
Space Name	Net Area (sf)	Number	Total Area (sf)		
Reception/Lobby	400	1	400		First Floor
Principal's Office	240	1	240		First Floor
Assistant Principal's Office	180	1	180		First Floor
Counselor's Office	150	1	150		First Floor
Security Office	150	2	300		(1) @ First Floor, (1) @ Second Floor
Drug Coach	150	1	150		First Floor
Work Room/Copier	225	1	225		First Floor
Conference Room	225	1	225		First Floor
Secure File Room	200	1	200		First Floor
General Storage	200	1	200		First Floor
Staff Lounge	300	1	300		First Floor
Restrooms	200	2	400		First Floor
Custodian	100	1	100		First Floor
Clinic / Restroom / Nurse's Office	500	1	500		First Floor
Department Total			3,570		

FIGURE 12: SPACE REQUIREMENTS FOR HIGHPOINT SCHOOL NEW BUILDING, EXISTING GYM (PAGE 2)



Lockwood, Andrews & Newnam, Inc.

A LEO A DALY COMPANY



Preliminary Program - Highpoint School
8003 East Sam Houston Parkway North
Houston, TX 77049

Common Area

Space Name	Net Area (sf)	Number	Total Area (sf)	
Mechanical Room	150	2	300	(1) @ First Floor, (1) @ Second Floor
Electrical Room	150	2	300	(1) @ First Floor, (1) @ Second Floor
Technology	100	2	200	(1) @ First Floor, (1) @ Second Floor
Department Total			800	

Classrooms

Space Name	Net Area (sf)	Number	Total Area (sf)	
Classroom	800	5	4,000	Second Floor
Storage	200	1	200	Second Floor
Restrooms	200	2	400	Second Floor
Custodian	100	1	100	Second Floor
Department Total			4,700	

Physical Education

Space Name	Net Area (sf)	Number	Total Area (sf)	
Restrooms	200	2	400	First Floor
Storage	200	1	200	First Floor
Coach's Office	200	1	200	First Floor
Laundry	200	1	200	First Floor
Custodian	100	1	100	First Floor
Department Total			1,100	

6.4. AB School East Budget, Layout, and Space Requirements

6.4.1. Budget Estimate Breakdown

Figure 13 provides further detail behind each of the line items associated with this project.

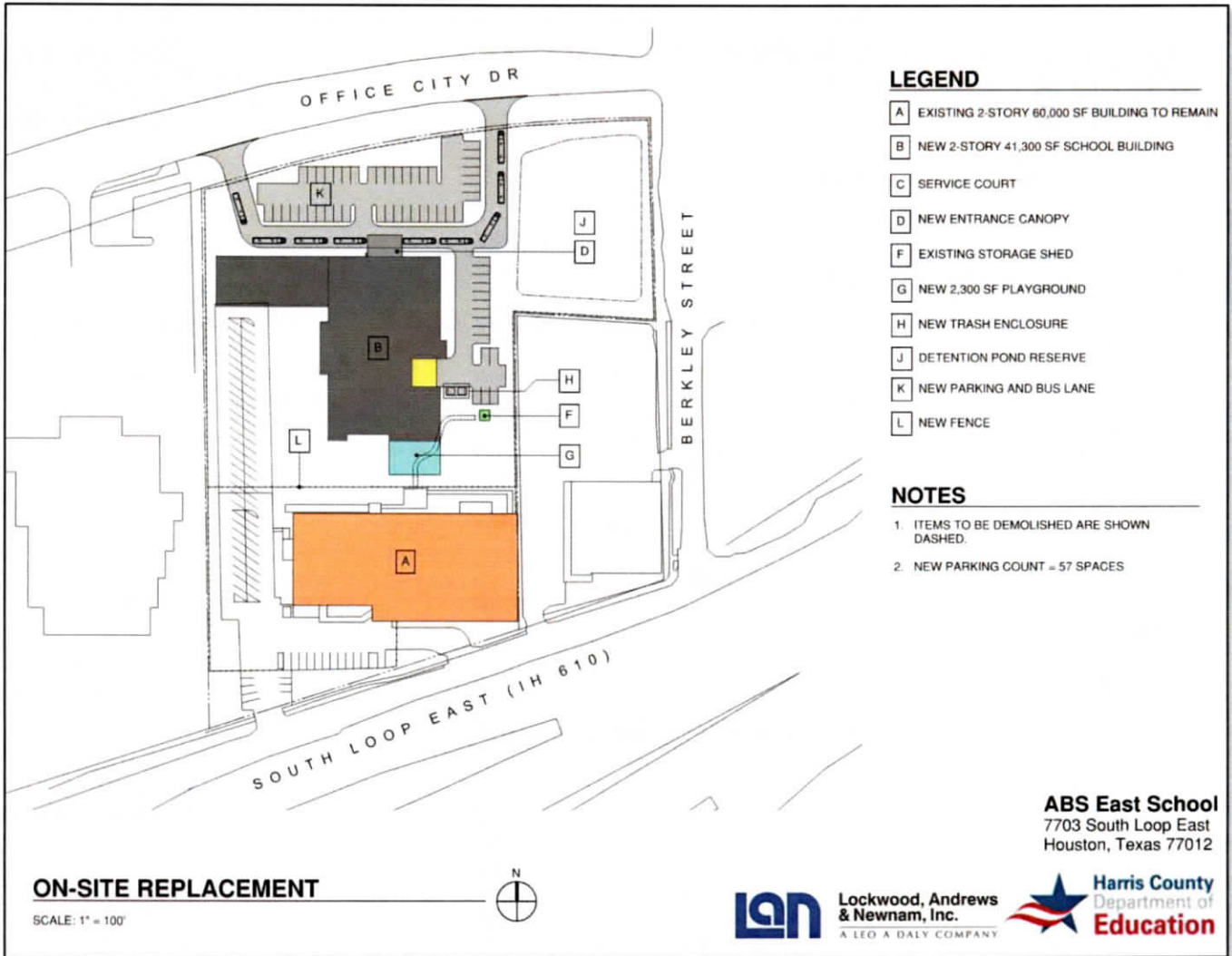
FIGURE 13: AB SCHOOL EAST NEW BUILDING BUDGET ESTIMATE BREAKDOWN

Project Line Item	Quantity or Total SF	\$ or \$/SF	Budget	Contingency (\$)	Subtotal Budget	Soft Costs (\$)	Budget Estimate
Programming with 229 SF/Student	41,300	250	\$ 10,325,000.00	\$ 1,032,500	\$ 11,357,500	\$ 3,407,250	\$ 14,764,750
Site Development	1	\$ 2,000,000	\$ 2,000,000	\$ 200,000	\$ 2,200,000	\$ 440,000	\$ 2,640,000
Greenhouse	1,500	\$ 50	\$ 75,000	\$ 7,500	\$ 82,500	\$ 20,625	\$ 103,125
Playground	1	\$ 150,000	\$ 150,000	\$ 15,000	\$ 165,000	\$ 33,000	\$ 198,000
Total			\$ 12,550,000	\$ 1,255,000	\$13,805,000	\$ 3,900,875	\$17,705,875

6.4.2. Conceptual Layout: New Building

Figure 14 provides a conceptual site layout for the AB School East New Building Project.

FIGURE 14: CONCEPTUAL SITE LAYOUT FOR AB SCHOOL EAST NEW BUILDING



6.4.3. Space Requirements: New Building

Figure 15, Figure 16, and Figure 17 provide the anticipated space requirements for the AB School East New Building Project.

FIGURE 15: SPACE REQUIREMENTS FOR AB SCHOOL EAST NEW BUILDING (PAGE 1)



 Lockwood, Andrews & Newnam, Inc. <small>A LEO A DALY COMPANY</small>				
Preliminary Program - Academic & Behavior Schools East 7703 South Loop East Houston, TX 77012				
Summary				
Department	Net Area (sf)	Efficiency	Gross Area (sf) % of Total	Remarks
Administration	5,700	0.65	7,695 18.63	Outdoor Play Area and Service Court not included in Program Area
Common Area	1,120	0.65	1,512 3.66	
Cafeteria	3,640	0.75	4,550 11.02	
Gymnasium	4,560	0.75	5,700 13.80	
Life Skills	7,300	0.65	9,855 23.86	
Elementary	2,640	0.65	3,564 8.63	
Academic & Behavior	6,240	0.65	8,424 20.40	
			100.00	
Total Area (NSF)	31,200			
Total Area (GSF)			41,300	First Floor Area: 33,750 sf
GSF per Student (180)	229			Second Floor Area: 7,550 sf
Administration				
Space Name	Net Area (sf)	Number	Total Area (sf)	
Reception/Lobby	650	1	650	Includes Office, Secretary, Conference Room
Principal's Office Suite	840	1	840	
Assistant Principal	180	2	360	
Counselor's Office	180	2	360	
Security Office	230	1	230	
Specialist Office	150	4	600	
Weapons Screening	250	1	250	
Work Room/Copier	240	2	480	
Conference Room	240	1	240	
Secure File Room	110	1	110	
Textbook Storage	250	1	250	
General Storage	120	1	120	
Staff Lounge	300	1	300	
Restroom	80	5	400	
Clinic / Restroom / Nurse's Office	510	1	510	
Department Total			5,700	

FIGURE 16: SPACE REQUIREMENTS FOR AB SCHOOL EAST NEW BUILDING (PAGE 2)



 Lockwood, Andrews & Newnam, Inc. <small>A LEO A DALY COMPANY</small>		 Harris County <small>Department of</small> Education	
Preliminary Program - Academic & Behavior Schools East 7703 South Loop East Houston, TX 77012			
Common Area			
Space Name	Net Area (sf)	Number	Total Area (sf)
Mechanical Room	250	1	250
Electrical Room	100	2	200
Sprinkler Riser	100	1	100
MDF	150	1	150
IDF	100	1	100
Custodian Office	120	1	120
Janitor Closet	100	2	200
Department Total			1,120
Cafeteria			
Space Name	Net Area (sf)	Number	Total Area (sf)
Dining Area	2,450	1	2,450
Serving	650	1	650
Foodservice Office	80	1	80
Dry Storage	80	1	80
Chair Storage	220	1	220
Custodian	160	1	160
Department Total			3,640
Gymnasium			
Space Name	Net Area (sf)	Number	Total Area (sf)
Gymnasium	3,450	1	3,450
Storage	250	2	500
Coach's Office	110	1	110
Restrooms	250	2	500
Department Total			4,560

FIGURE 17: SPACE REQUIREMENTS FOR AB SCHOOL EAST NEW BUILDING (PAGE 3)



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY



Preliminary Program - Academic & Behavior Schools East
7703 South Loop East
Houston, TX 77012

Life Skills

Space Name	Net Area (sf)	Number	Total Area (sf)
Sensory Room	300	1	300
Life Skills Classrooms	400	12	4,800
OCI	360	1	360
Changing/Restroom/Shower	260	1	260
Restrooms	80	7	560
Domestic Lab	820	1	820
Laundry	100	1	100
Isolation	100	1	100
Department Total			7,300

Elementary

Space Name	Net Area (sf)	Number	Total Area (sf)
Classroom	450	4	1,800
Restroom	110	2	220
Storage	200	1	200
Isolation	100	1	100
Work Room	320	1	320
Department Total			2,640

Academic & Behavior

Space Name	Net Area (sf)	Number	Total Area (sf)	
Classroom	450	12	5,400	2nd Floor
Restroom/Shower	100	1	100	2nd Floor
Restroom	220	2	440	2nd Floor
Storage	200	1	200	2nd Floor
Isolation	100	1	100	2nd Floor
Department Total			6,240	

6.5. Administration Building Budget

6.5.1. Budget Estimate Breakdown

Figure 18 provides further detail behind each of the line items associated with this project.

FIGURE 18: ADMINISTRATION BUILDING BUDGET ESTIMATE BREAKDOWN

Project Line Item	Quantity or Total SF	\$ or \$/SF	Budget	Contingency (\$)	Subtotal Budget	Soft Costs (\$)	Budget Estimate
Space Configuration and Finishes	60,000	\$ 40	\$ 2,400,000	\$ 240,000	\$ 2,640,000	\$ 792,000	\$ 3,432,000
Relocation of Board Room	1	\$ 500,000	\$ 500,000	\$ 50,000	\$ 550,000	\$ 165,000	\$ 715,000
Mechanical Rehabilitation	60,000	\$ 20	\$ 1,200,000	\$ 120,000	\$ 1,320,000	\$ 396,000	\$ 1,716,000
New Chillers	2	\$ 200,000	\$ 400,000	\$ 40,000	\$ 440,000	\$ 132,000	\$ 572,000
New Lighting (LED)	60,000	\$ 10	\$ 600,000	\$ 60,000	\$ 660,000	\$ 198,000	\$ 858,000
Major Electrical Service	1	\$ 500,000	\$ 500,000	\$ 50,000	\$ 550,000	\$ 165,000	\$ 715,000
Demolition	60,000	\$ 5	\$ 250,000	\$ 25,000	\$ 275,000	\$ 82,500	\$ 357,500
Total			\$ 5,850,000	\$ 585,000	\$ 6,435,000	\$ 1,930,500	\$ 8,365,500