

CAUSE NO. 2017CI15803

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT,	§	IN THE DISTRICT COURT OF
	§	
	§	
Plaintiff,	§	
	§	
vs.	§	
	§	BEXAR COUNTY, TEXAS
LEXINGTON INSURANCE COMPANY, MCLARENS, INC., WILLIAM J. ADAMS, & FROST INSURANCE AGENCY, INC.,	§	
	§	
	§	
Defendants.	§	150TH JUDICIAL DISTRICT

DEFENDANT’S MOTION TO STAY APPRAISAL PENDING REQUISITE NOTICE AND ADJUSTMENT OF ANY NEWLY RAISED LOSSES AND TO DISQUALIFY RICHARD GUERRA-PRATS AS PLAINTIFF’S APPRAISER

Defendant Lexington Insurance Company (“Lexington”) files this Motion to Stay Appraisal Pending Requisite Notice and Adjustment of any Newly Raised Losses and to Disqualify Richard Guerra-Prats as Plaintiff’s Appraiser.

A stay of the appraisal in this matter is warranted to ensure Plaintiff San Antonio Independent School District’s (“SAISD”) compliance with its Policy to give Lexington notice of, and an opportunity to investigate, SAISD’s newly raised losses – which include **80 new properties** and **hundreds of millions of dollars** in new damage, which is not and may never be part of SAISD’s claim for covered insurance losses from a 2016 hailstorm. In particular, Lexington respectfully requests that the Court enter a stay pending SAISD’s submission of the requisite notice and signed, sworn proof of loss and Lexington’s completion of the adjustment process to determine whether, as required by Texas law, there is an actual “disagreement” as to the amount of any newly raised loss.

This litigation concerns a claim by SAISD for coverage for hail damage to 21 properties from an April 12, 2016 hailstorm (“2016 claim”), under a commercial property insurance policy issued by Lexington (“the Policy”). Lexington paid the undisputed amount of the claim on September 29, 2016, based on a claim measure of approximately \$4.3 million on a replacement cost basis. SAISD disputed the amount of the loss and brought litigation contending it was owed more than Lexington paid. In the litigation, SAISD, its experts, and its attorneys all took the position that the 2016 hailstorm damaged 21 properties, resulting in a claim measure of approximately \$14.3 million.

After years of litigation, when the parties were on the cusp of trial, SAISD demanded appraisal. SAISD’s late demand for appraisal – made after the parties and Court had devoted substantial time and resources to this case – eliminated all judicial efficiencies of the appraisal process, getting the typical process entirely backwards.¹ Nevertheless, the parties were ordered to appraisal, over Lexington’s objection, pursuant to a Policy provision allowing for appraisal to resolve disagreements between the parties about the amount of loss.

Now, nearly seven years after the date of loss, six years after suit was filed, and over a year after appraisal was invoked, Lexington first learned that SAISD’s appraiser, Richard Guerra-Prats, seeks to expand this appraisal far beyond the amount of loss in dispute in the 2016 claim and ensuing litigation² to include losses for 80 locations that have never been noticed to Lexington as being part of the 2016 claim (let alone any claim), and to include elements of damage that have never been raised by SAISD.

¹ According to the Texas Supreme Court, “appraisal is intended to take place before suit is filed; ... it is a condition precedent to suit. Appraisals require no attorneys, no lawsuits, no pleadings, no subpoenas, and no hearings.” *State Farm Lloyds v. Johnson*, 290 S.W.3d 886, 894 (Tex. 2009).

² In addition to disputing the amount of the loss, Lexington has raised other defenses for trial.

Incredibly, Guerra-Prats has submitted a damage estimate seeking an appraisal award of \$357 million – a more than 23-fold increase over SAISD’s representations of the amount of its loss in this litigation – for over 100 locations – a five-fold increase in the number of locations identified by SAISD.³ SAISD still has not claimed the \$357 million is owed under its Policy or that this amount has any relationship to the hail loss in dispute. Rather, Guerra-Prats has unilaterally expanded the appraisal to *all loss of any kind occurring on any date* at the properties, regardless of whether it had anything to do with the 2016 hailstorm and regardless of whether it had been previously noticed and became part of a dispute between the parties.

Guerra-Prats’ unilateral expansion of the appraisal process beyond the loss in dispute and the previously-identified loss locations is directly contrary to the Policy terms and Texas law. Under the Policy, the appraisal process can only be triggered *if there is a disagreement* between the parties about the amount of loss.⁴ Here, *SAISD has not, to this day, claimed it is owed for losses to the 80 new properties or the new elements of damage reflected in Guerra-Prats’ \$357 million appraisal estimate*; therefore, there is no “disagreement” – and can be no disagreement – between the parties about such losses. SAISD’s appraiser’s catalogue of all damage he sees at the property – regardless of whether it has anything to do with the loss in dispute – will not help the parties resolve their disagreement. After the appraisal concludes, the parties will simply be back before this Court, left to litigate which part of the appraisal award relates to the loss in dispute and which relates to other losses which may have occurred at other times, outside the policy period. The proper (and efficient) way to address this belated attempt to expand the appraisal process

³ See Ex 1, estimate from Richard Guerra-Prats.

⁴ See Ex. 2, the Policy, at p. 25.

beyond amounts in dispute is to enter the stay requested by Lexington and require the SAISD to comply with the Policy terms to the extent it wants to add new claims.

To be clear, this Motion is not an attempt to relitigate this Court's prior order requiring an appraisal; indeed, since that order was entered, Lexington has been participating in the ongoing appraisal in good faith. Instead, this Motion seeks to hold *SAISD* to what this Court previously ordered—appraisal of SAISD's *2016 hail claim*. SAISD's misguided attempt to take that order and expand it into a five-fold increase in locations, including some *not even in existence* at the time of the hail loss, is an abuse of the appraisal process. SAISD's conduct should not be condoned.

Additionally, Guerra-Prats should be disqualified as SAISD's appraiser. His expansion of the scope of the appraisal way beyond the amounts in dispute is unprecedented in the caselaw and reflects an improper bias in favor of SAISD.

In support of this Motion Lexington states the following:

I. BACKGROUND FACTS

Lexington issued the Policy, number 023175968, to SAISD, effective July 1, 2015 to July 1, 2016. SAISD submitted a claim to Lexington for the loss on June 9, 2016, initially claiming that a single high school, Sam Houston, "likely received the most severe roof damage" but that "a few other locations in the same general area could also be affected."

Before Lexington and SAISD (collectively, the "Parties") completed the adjustment, SAISD initiated this lawsuit on August 22, 2017. SAISD did not file its statutorily required notice under the Texas Insurance Code until February 11, 2019, almost 18 months after it filed the lawsuit in this matter. In that statutory notice, SAISD represented that it incurred loss at 21 school campuses from the 2016 hail storm.⁵ SAISD's statutory notice provided that the claimed damages

⁵ See Ex. 3, SAISD's 542A Demand Letter, dated February 11, 2019, at p. 2.

for the 21 schools totaled \$16,308,877.71.⁶ Thereafter, during the litigation, SAISD revised the amount of its claimed damages. According to representations made in its expert disclosures, SAISD sought \$14,339,658.32 in replacement cost damages for the same 21 schools listed in its notice letter.⁷ On August 24, 2021, more than four years after SAISD filed its initial lawsuit and six years after the hail event made the basis of this litigation, SAISD filed its Motion to Compel Appraisal. The Court granted SAISD's motion and ordered the dispute to appraisal.

In compliance with the Court's order, the Parties then designated appraisers. SAISD designated Richard Guerra-Prats as its appraiser, and Lexington designated Tim Lozos with DeFacto Consulting as its appraiser. In early February 2023, Guerra-Prats provided Lozos with his damages estimate on behalf of SAISD in the amount of \$357 million, which is \$340 million more than the \$14.3 million claimed in the litigation.⁸ Guerra-Prats' estimate includes 80 new locations that were never referenced by SAISD or its representatives during the claim process or in the litigation.⁹ In fact, prior to Guerra-Prats' estimate, SAISD had never notified Lexington of any claimed damage to any of these 80 locations resulting from the 2016 hail event.¹⁰ In short, Guerra-Prats' appraisal estimate, provided almost seven years after the hail event at issue, is the first time these 80 new locations have ever been raised by SAISD. To this day, SAISD has not made any notice of claim, or submitted any proof of loss for the 80 new locations and \$340 million in new damages, or even informally made any assertion that the \$357 million represents a sum it contends it is owed under the Policy.

⁶ *Id.* at p. 3.

⁷ Ex. 4, Plaintiff's Expert Disclosure, dated May 29, 2020 at p. 10-150.

⁸ Ex. 5, Letter from Badger to Gravely dated February 17, 2023, at p. 1-2.

⁹ *Id.* at p. 1-2.

¹⁰ *Id.* at p. 1-2.

Moreover, for the 21 properties SAISD had identified as in dispute before appraisal, Guerra-Prats now estimates the damage to be \$60.3 million, an increase of approximately \$46 million over SAISD’s \$14.3 litigation measure for these same 21 properties. Finally, Guerra Prats’ estimate includes new damage – beyond the previously identified roof damage – that SAISD never claimed or included in any proof of loss or litigation filings.

By letters dated February 17, 2023 and March 3, 2023,¹¹ Lexington objected to SAISD’s use of Guerra-Prats as its appraiser, asserting that his newly submitted estimate shows he is not able to serve as a competent and impartial appraiser in this matter.¹² Lexington also requested information regarding the new locations and damage not previously identified or claimed to the existing 21 locations included in Guerra-Prats’ estimate, and advised that recovery for such new damage would require SAISD to make an additional claim under the Policy, which would be evaluated in the adjustment process. In its response dated March 8, 2023, SAISD refused to remove Guerra-Prats as its appraiser,¹³ nor did it give any explanation for the expansion in Guerra-Prats’ estimate.¹⁴ To date, SAISD has not made a claim for the 80 new properties or the new elements of damage at the existing properties.

II. THE POLICY

The Policy requires the SAISD to “give prompt written notice of any loss or damage,” and provide a “complete inventory” of the lost or damaged property following a loss SAISD claims is covered by the Policy:

SECTION VII – CONDITIONS

* * *

¹¹ See *id.*; Ex. 6, Letter from Badger to Gravely, dated March 3, 2023.

¹² *Id.*

¹³ See Ex. 7, Letter from Gravely to Badger, dated March 8, 2023.

¹⁴ *Id.*

- P. REQUIREMENTS IN CASE OF LOSS: The Insured shall:
1. Give prompt written notice of any loss or damage to the Company,
- * * *
6. Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed

Following notice by SAISD, the Policy gives Lexington the right to investigate the claimed loss, including to “access and inspect any of the damaged or undamaged property,” receive “all documents” that it “reasonably require[s]” for its investigation, and conduct “examination under oath at such times as may be reasonably required about any matter related to” the insurance or the claim.¹⁵ At Lexington’s request, SAISD must also provide a “proof of loss” which includes, among other things, SAISD’s estimate of the amount of loss. (*Id.*)

If the Parties disagree about the amount of loss, either party can seek appraisal before competent, impartial appraisers to resolve their dispute:¹⁶

SECTION VII – CONDITIONS

* * *

- C. APPRAISAL: If the Company and the Insured disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the replacement cost and actual cash value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the other expenses of the appraisal and umpire equally.

¹⁵ See Ex. 2, Policy § VII.P.

¹⁶ See *id.*, at p. 25.

If there is an appraisal, it is without prejudice to the Company's rights under the terms and conditions of the Policy and the Company's right to deny the claim.

* * *

Any suit for recovery under the Policy must be filed within 24 months of the date of loss, and only after the insured has "fully complied with all the requirements of this Policy.

(See Ex. 2, Policy § VII.V, Conditions).

III. ARGUMENT & AUTHORITIES

A. **Neither Texas law nor the Policy allow SAISD to expand the appraisal to loss or damage outside the insurance claim in dispute.**

Texas courts have the power to enforce appraisal agreements, like the one in this case, only to the extent such appraisal is provided for under the Policies' insuring agreement. *See In re GuideOne Nat'l Ins. Co.*, No. 07-15-00281-CV, 2015 WL 5766496, at *2 (Tex. App. Sept. 29, 2015) (appraisal clauses are enforced according to their plain terms, like any other contract, and court cannot ignore or rewrite appraisal provisions). Here, the Policy requires that the appraisal can occur only where the insured and Lexington "disagree on the value of the property or the amount of loss."¹⁷

Consistent with this Policy language, under Texas law, appraisals "provide a means to resolve *disputes* about the amount of loss for a covered claim."¹⁸ In order to invoke appraisal, the parties must have an actual disagreement as to the amount of loss.¹⁹ It is axiomatic that there can be no disagreement about the amount of loss when the insured has not, and is not, even claiming

¹⁷ *Supra* at p.7.

¹⁸ *In re Universal Underwriters of Tex. Ins. Co.*, 345 S.W.3d 404, 407 (Tex. 2012) (orig. proceeding) (emphasis added).

¹⁹ *See Navarro v. State Farm Lloyds*, No. 7:14-CV-372, 2015 WL 12778688, at *4 (S.D. Tex. May 4, 2015); *see also Chen v. AmGuard Ins. Co.*, No. 4:22-cv-3673, 2023 WL 2541704, at *2 (S.D. Tex. Mar. 16, 2023) ("[T]he appraisal provision specifies that a party can demand appraisal 'if both [the insured and insurer] 'fail to agree on the amount of loss.' This language creates a condition precedent that requires [the insured] to show that the parties have failed to agree on the amount of loss *before* appraisal is warranted." (emphasis added)).

the damage as part of its claim – as is the case with the 80 new properties and new elements of damage which are now being improperly included in the appraisal process.

Accordingly, Texas courts have consistently held that an insurance award which includes elements of damage not previously noticed to the insurer cannot stand.²⁰ In *Navarro v. State Farm Lloyds*, the Southern District of Texas granted the insurer’s motion to set aside an appraisal award where the award included elements of damage that the insured did not claim until after invoking appraisal.²¹ There, the insured claimed hail damage to the roof of his residence.²² After the insurer issued payment to repair the roof and the insured completed the roof repairs, the insured demanded appraisal.²³ Ultimately, the umpire awarded the insured damages for the exterior, roof, and interior rooms, despite the fact that the insured never claimed interior damage.²⁴ The district court, however, found that the insured knowingly failed to claim interior damages before submitting an estimate for the same after the invocation of the appraisal process.²⁵ Given that the policy provided for appraisal only when there was a “disagreement on the amount of loss, and [the insured] never reported these damages when he filed the claim,” the district court concluded that the insured failed to comply with condition precedent to invoke appraisal.²⁶ In doing so, the court noted that “without

²⁰ *Phillips v. Am. Bankers Ins. Co. of Florida*, No. 01-18-00375-CV, 2019 WL 3121856, at *3 (Tex. App.—Houston [1st Dist.] July 16, 2019, pet. denied) (affirming the abatement of appraisal until the insured completed an examination under oath as requested by the insurer); *Great Lakes Ins. SE v. Horton Family Trust, LLC*, 2021 WL 1117171, at *5 (N.D. Tex. March 24, 2021) (O’Connor, J.).

²¹ *Navarro v. State Farm Lloyds*, No. 7:14-CV-372, 2015 WL 12778688, at *5 (S.D. Tex. May 4, 2015).

²² *Id.* at *1.

²³ *Id.* at *2.

²⁴ *Id.* at *1-2.

²⁵ *Id.* at *5.

²⁶ *Id.* at *4.

the opportunity to investigate or make a claim decision about damages to the dwelling’s interior [], there was necessarily no disagreement between the parties over loss in these areas.”²⁷

Similarly, in *League City v. Texas Windstorm Insurance Assoc.*, No. 01-15-00117-CV, 2017 WL 405816 (Tex. App.—Houston [14th Dist.] Jan. 31, 2017, no pet. h.), the Court of Appeals enforced a take-nothing judgment despite an appraisal award of more than \$3 million where the insured never gave notice of claimed damage to 29 properties. *Id.* at *3-4. The Court of Appeals held that invoking the appraisal process did not supplant or waive the policy requirement to provide notice. *Id.* at *8-9. Further, the court held that a general notice of “wind damage to various buildings” was not sufficient – the insured had to identify the specific structures it claimed were damaged. *Id.* at *7.

League City’s reasoning is consistent with the Fifth Circuit’s holding that the reasonably anticipated benefit of a prompt-notice provision is the ability “to investigate the incident close in time to the occurrence, while the evidence is fresh, [] so that it may accurately determine its rights and liabilities under the policy (and take appropriate remediation action).”²⁸ Accordingly, courts hold that an insured’s demand for appraisal before compliance with post-loss conditions makes appraisal premature and have found that appraisal cannot be invoked until the insured complies with the policy’s post-loss requirements.²⁹

²⁷ *Id.*

²⁸ *Alaniz v. Sirius Int’l Ins. Corp.*, 626 F. App’x 73, 78 (5th Cir. 2015) (interpreting Texas law).

²⁹ *Hailey v. Auto-Owners Ins. Co.*, 181 N.C. App. 677, 640 S.E.2d 849, 854-55 (2007); *U.S. Fidelity & Guar. Co. v. Romy*, 744 So.2d 467, 471 (Fla. 3d DCA 1999); *Golindo v. ARI Mut. Ins. Co.*, 203 F.3d 771, 777 (11th Cir. 2000); *Jacobs v. Nationwide Mut. Fire Ins. Co.*, 236 F.3d 1282, 1285-86 (11th Cir. 2001); *Baldwin Mut. Ins. Co. v. Adair*, 181 So.3d 1033, 145-46 (Ala. 2014); *Fireman’s Fund Ins. Co. v. Steele Street Limited II*, 2019 WL 588190, at *4 (D. Colo. 2019).

League City and *Navarro* apply here, where SAISD has not made a claim or disclosed information supporting any such claim for new properties and new elements of damage now being inserted into the appraisal process.³⁰ Because these new properties and new elements of damage have not been – and may never be – claimed by SAISD, there is no disagreement as to them, and they cannot be included in the appraisal process.

In short, the Parties’ contract does not allow an appraisal process which would extend beyond losses claimed by SAISD and in dispute between the parties. To the extent SAISD somehow claims (seven years after that the fact) that the 80 new properties and new elements of damage are part of its covered losses from the 2016 hail storm, such a claim must *actually* be made and proof of loss must *actually* be submitted; even then, appraisal would be appropriate only *after* a disagreement arose. That process has yet to play out.

B. A stay is necessary to allow the requisite notice and adjustment of any newly raised locations/loss amounts.

Instead, a stay is warranted to ensure judicial efficiency and prevent the parties from wasting time and money on futile proceedings. *See, e.g., Sandoval v. Tex. Dep’t of Pub. Safety*, No. 07-20-00290-CV, 2021 WL 6200608 (Tex. App.—Amarillo, Dec. 30, 2021) (staying proceedings which may be affected by other proceedings “in the interest of conservation of judicial resources”). Indeed, allowing this appraisal to continue will force Lexington to needlessly spend significant funds appraising the “amount of loss” for items which no one has claimed are part of SAISD’s covered losses.³¹

³⁰ *See Navarro*, 2015 WL 12778688, at *4; *League City*, 2017 WL 405816, at *6-7; *see also Horton Family Trust*, 2021 WL 1117171, at *5 (citing *City of Spearman v. Tex. Mun. League Intergovernmental Risk Pool*, 601 S.W.3d 72, 76–77 (Tex. App.—Amarillo 2020, no pet.)).

³¹ The umpire’s initial invoice to the Parties was \$75,000, which reflects the umpire Cecil Parker’s fee of \$300 per hour for 250 hours. *See Ex. 8, Cecil Parker’s 1st Invoice*, dated March 9, 2023.

For instance, it may be that, upon the notice and adjustment process playing out, only a few (or perhaps none) of the new items of loss will be claimed, or the parties will be able to reach agreement as the amount of loss of some of the items.³² Indeed, SAISD may conclude it cannot articulate a colorable basis to support submission of a “signed and sworn” statement that the newly raised losses (or some portion thereof) were caused by the 2016 hail storm. Thus, a stay would prevent the needless expense of time, resources and money to calculate the amount of loss for locations and elements of damage that may never become part of the insured’s claim. And if those newly raised locations and losses are not part of any claim, there can be no resulting disagreement, and thus, no appraisal.

Finally, absent a stay, there is a risk that an award of damages in this matter would have to be vacated. If the appraisal is allowed to proceed on Guerra-Prats’ improperly expanded (and not previously raised) loss figures and on terms not allowed under the Policy, the appraisal would be invalid and unusable. *See supra* at 9-10. In turn, then, any damages based on that appraisal would be flawed, requiring further proceedings. All of that can be avoided with a stay. *See, e.g., Derrick Petro. Servs. v. PLS, Inc.*, No. H-14-1520, 2015 WL 2260709, at *1 (S.D. Tex. May 12, 2015) (where “some or all of the parties’ remaining claims” may be disposed of, entering stay of further proceedings to “avoid potentially duplicative and unnecessary litigation”).

C. Guerra-Prats should be disqualified as an appraiser in this matter.

It is well established under Texas law that the purpose of an appraisal clause is to “secure a fair and impartial tribunal to settle the differences submitted to them.”³³ The Texas Supreme Court has explained the importance of an appraiser’s impartiality:

³² Any determination of amount of loss would be subject to coverage and Policy defenses, including late notice.

³³ *Del. Underwriters v. Brock*, 211 S.W. 779, 780 (1919) (quoting *Hall v. W. Assur. Co.*, 32 So. 257, 257 (Ala. 1902)).

In their selection it is not contemplated that they shall represent either party to the controversy or be a partisan in the cause of either, nor is an appraiser expected to sustain the views or to further the interest of the party who may have named him. ... ***They are to act in a quasi judicial capacity*** and as a court selected by the parties *free from all partiality and bias in favor of either party*, so as to do equal justice between them. This tribunal, having been selected to act instead of the court and in the place of the court, must, like a court, be impartial and nonpartisan. For the term ‘disinterested’ ‘does not mean simply lack of pecuniary interest, but requires the appraiser to be not biased or prejudiced.’³⁴

Moreover, the appraisal clause in insurance policies requires the parties to “submit the matter to ‘competent and disinterested appraisers.’”³⁵

Guerra-Prats has included new properties and elements of damage that have never been, and still are not, part of SAISD’s claim, and has massively inflated SAISD’s damages measure by over 2300%. Such conduct is inconsistent with the requirements of impartiality, as well as the requirement that appraisal is invoked *only* after the insurer has had a chance to consider the claim and the parties have reached an impasse. Because Guerra Prats is unable to serve as a competent and impartial appraiser as required by the policy and Texas law, he should be disqualified to serve as such in this matter.

IV. CONCLUSION AND PRAYER

For these reasons, Lexington prays that this Court: (1) grant this Motion in its entirety; (2) issue an order staying the appraisal process to allow SAISD to comply with the condition precedents in the Policy and provide Lexington notice and the opportunity to investigate and adjust any new locations and alleged losses (not previously raised) and raise all applicable coverage

³⁴ *Id.* at 780-81 (emphasis added).

³⁵ *Phoenix Assur. Co. v. Davis*, 67 F.2d 824, 825 (5th Cir. 1933); *see also Parrish v. State Farm Fla. Ins. Co.*, -- So.3d --, 2023 WL 1830816, at *6 (Fla. Feb. 9, 2023) (appraiser “has a pecuniary interest in the outcome of the claim and cannot qualify as a ‘disinterested’ appraiser”; policy provided that if insured and insurer “fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. ... Each party will select a qualified, *disinterested* appraiser.” (emphasis added)).

defenses; (3) disqualify Guerra-Prats from serving as SAISD's appraiser in this matter; and (4) grant Lexington any further relief to which it may be entitled.

The Court should further order that, if SAISD chooses not to submit the requisite notice and sworn proof of loss for new locations and losses not previously raised, the appraisal in this matter shall go forward based only on those locations and losses that are part of the 2016 claim, excluding the new locations and losses not previously raised by SAISD that Guerra-Prats has belatedly and improperly attempted to inject into the appraisal process.

Respectfully submitted,

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MCLARENS, INC. AND WILLIAM J.
ADAMS**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served on April 10, 2023 in accordance with the TEXAS RULES OF CIVIL PROCEDURE as follows:

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Exhibit 1

Guerra-Prats Consulting LLC

Guerra-Prats Consulting LLC
9708 South Padre Island Dr. Suite B-201
Corpus Christi, Texas 78418
361-937-3000

Client: SAISD - San Antonio ISD (Recap with Code)
Property: All ISD
San Antonio, TX 78210

Operator: RCPRATTS

Estimator: RICK

Type of Estimate: Hail
Date Entered: 4/6/2022 Date Assigned:

Price List: TXSA8X_APR22
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2022-04-06-0715-2A

OPCC (Opinion of Probable Construction Cost)

1) This Estimate is predicated on the quantity survey which precedes herewith. The survey is subject to mechanical and human error. This estimate is now, therefore subject to revision contingent on the discovery of mechanical and/or human error.

2) In accordance to Texas Department of Health an Asbestos & Lead survey will be required.

3) This estimate reflects the reasonable & necessary repairs due to a Hail storm in the Bexar County area.

Guerra-Prats Consulting LLC

Guerra-Prats Consulting LLC
9708 South Padre Island Dr. Suite B-201
Corpus Christi, Texas 78418
361-937-3000

2022-04-06-0715-2A

001-003 Brakenridge H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Total	1.00 EA	0.00	8,937,006.99	0.00	8,937,006.99
2. Install Code upgrade:	1.00 EA	0.00	2,326,539.27	0.00	2,326,539.27
Totals: 001-003 Brakenridge H.S.				0.00	11,263,546.26

002-002 Burbank H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Total	1.00 EA	0.00	6,961,482.21	0.00	6,961,482.21
6. Install Code upgrade:	1.00 EA	0.00	1,576,056.94	0.00	1,576,056.94
Totals: 002-002 Burbank H.S.				0.00	8,537,539.15

003-003 Edison H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Total	1.00 EA	0.00	7,143,230.15	0.00	7,143,230.15
8. Install Code upgrade:	1.00 EA	0.00	1,592,056.98	0.00	1,592,056.98
Totals: 003-003 Edison H.S.				0.00	8,735,287.13

004-004 Fox Tech H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
9. Total	1.00 EA	0.00	6,115,106.93	0.00	6,115,106.93
10. Install Code upgrade:	1.00 EA	0.00	1,758,008.51	0.00	1,758,008.51
Totals: 004-004 Fox Tech H.S.				0.00	7,873,115.44

005-005 Highlands H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Total	1.00 EA	0.00	6,932,633.91	0.00	6,932,633.91

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CONTINUED - 005-005 Highlands H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Install Code upgrade:	1.00 EA	0.00	570,150.74	0.00	570,150.74
Totals: 005-005 Highlands H.S.				0.00	7,502,784.65

006-006 Sam Houston H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
14. Total	1.00 EA	0.00	8,480,253.12	0.00	8,480,253.12
15. Install Code upgrade:	1.00 EA	0.00	1,549,904.28	0.00	1,549,904.28
Totals: 006-006 Sam Houston H.S.				0.00	10,030,157.40

007-007 Jefferson H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
16. Total	1.00 EA	0.00	8,042,530.24	0.00	8,042,530.24
17. Install Code upgrade:	1.00 EA	0.00	1,301,001.00	0.00	1,301,001.00
Totals: 007-007 Jefferson H.S.				0.00	9,343,531.24

008-008 Lanier H.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
18. Total	1.00 EA	0.00	8,239,959.30	0.00	8,239,959.30
19. Install Code upgrade:	1.00 EA	0.00	1,693,534.88	0.00	1,693,534.88
Totals: 008-008 Lanier H.S.				0.00	9,933,494.18

009-041 Connell M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
20. Total	1.00 EA	0.00	3,480,261.27	0.00	3,480,261.27
21. Install Code upgrade:	1.00 EA	0.00	353,502.80	0.00	353,502.80
Totals: 009-041 Connell M.S.				0.00	3,833,764.07

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010-043 Davis M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
22. Total	1.00 EA	0.00	4,734,418.03	0.00	4,734,418.03
23. Install Code upgrade:	1.00 EA	0.00	1,187,473.14	0.00	1,187,473.14
Totals: 010-043 Davis M.S.				0.00	5,921,891.17

011-047 Harris M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
24. Total	1.00 EA	0.00	3,746,846.54	0.00	3,746,846.54
25. Install Code upgrade:	1.00 EA	0.00	644,026.16	0.00	644,026.16
Totals: 011-047 Harris M.S.				0.00	4,390,872.70

012-049 Irving M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
26. Total	1.00 EA	0.00	3,954,373.30	0.00	3,954,373.30
27. Install Code upgrade:	1.00 EA	0.00	1,101,577.34	0.00	1,101,577.34
Totals: 012-049 Irving M.S.				0.00	5,055,950.64

013-142 M.L King M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
28. Total	1.00 EA	0.00	3,732,312.48	0.00	3,732,312.48
29. Install Code upgrade:	1.00 EA	0.00	728,264.98	0.00	728,264.98
Totals: 013-142 M.L King M.S.				0.00	4,460,577.46

014-050 Longfellow M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
30. Total	1.00 EA	0.00	3,860,620.26	0.00	3,860,620.26
31. Install Code upgrade:	1.00 EA	0.00	613,239.17	0.00	613,239.17

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CONTINUED - 014-050 Longfellow M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 014-050 Longfellow M.S.				0.00	4,473,859.43

015-051 Lowell M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
32. Total	1.00 EA	0.00	3,628,733.49	0.00	3,628,733.49
33. Install Code upgrade:	1.00 EA	0.00	642,824.09	0.00	642,824.09
Totals: 015-051 Lowell M.S.				0.00	4,271,557.58

016-053 Page M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
34. Total	1.00 EA	0.00	3,949,090.82	0.00	3,949,090.82
35. Install Code upgrade:	1.00 EA	0.00	642,091.81	0.00	642,091.81
Totals: 016-053 Page M.S.				0.00	4,591,182.63

017-054 Poe M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
36. Total	1.00 EA	0.00	2,611,455.50	0.00	2,611,455.50
37. Install Code upgrade:	1.00 EA	0.00	360,611.45	0.00	360,611.45
Totals: 017-054 Poe M.S.				0.00	2,972,066.95

018-055 Rhodes M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
38. Total	1.00 EA	0.00	3,579,086.31	0.00	3,579,086.31
39. Install Code upgrade:	1.00 EA	0.00	760,088.00	0.00	760,088.00
Totals: 018-055 Rhodes M.S.				0.00	4,339,174.31

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019-057 Harry Rogers M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
40. Total	1.00 EA	0.00	3,340,396.55	0.00	3,340,396.55
41. Install Code upgrade:	1.00 EA	0.00	814,981.86	0.00	814,981.86
Totals: 019-057 Harry Rogers M.S.				0.00	4,155,378.41

020-061 Tafolla M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
42. Total	1.00 EA	0.00	3,371,367.21	0.00	3,371,367.21
43. Install Code upgrade:	1.00 EA	0.00	993,068.45	0.00	993,068.45
Totals: 020-061 Tafolla M.S.				0.00	4,364,435.66

021-058 Twain M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
44. Total	1.00 EA	0.00	3,431,837.25	0.00	3,431,837.25
45. Install Code upgrade:	1.00 EA	0.00	743,858.20	0.00	743,858.20
Totals: 021-058 Twain M.S.				0.00	4,175,695.45

022-046 Wheatley M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
46. Total	1.00 EA	0.00	3,688,684.33	0.00	3,688,684.33
47. Install Code upgrade:	1.00 EA	0.00	723,996.83	0.00	723,996.83
Totals: 022-046 Wheatley M.S.				0.00	4,412,681.16

023-059 Whittier M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
48. Total	1.00 EA	0.00	3,145,577.49	0.00	3,145,577.49
49. Install Code upgrade:	1.00 EA	0.00	582,156.34	0.00	582,156.34

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CONTINUED - 023-059 Whittier M.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 023-059 Whittier M.S.				0.00	3,727,733.83

024-101 Arnold E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
50. Total	1.00 EA	0.00	2,844,776.51	0.00	2,844,776.51
51. Install Code upgrade:	1.00 EA	0.00	465,466.16	0.00	465,466.16
Totals: 024-101 Arnold E.S.				0.00	3,310,242.67

025-102 Austin E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
52. Total	1.00 EA	0.00	1,793,855.78	0.00	1,793,855.78
53. Install Code upgrade:	1.00 EA	0.00	175,497.58	0.00	175,497.58
Totals: 025-102 Austin E.S.				0.00	1,969,353.36

026-103 Ball E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
54. Total	1.00 EA	0.00	2,099,544.36	0.00	2,099,544.36
55. Install Code upgrade:	1.00 EA	0.00	461,027.87	0.00	461,027.87
Totals: 026-103 Ball E.S.				0.00	2,560,572.23

027-162 Barkley/Ruiz E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
56. Total	1.00 EA	0.00	2,402,920.52	0.00	2,402,920.52
57. Install Code upgrade:	1.00 EA	0.00	142,025.42	0.00	142,025.42
Totals: 027-162 Barkley/Ruiz E.S.				0.00	2,544,945.94

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028-105 Baskin E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
58. Total	1.00 EA	0.00	3,877,046.43	0.00	3,877,046.43
59. Install Code upgrade:	1.00 EA	0.00	580,307.02	0.00	580,307.02
Totals: 028-105 Baskin E.S.				0.00	4,457,353.45

029-106 Beacon Hill E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
60. Total	1.00 EA	0.00	4,469,613.89	0.00	4,469,613.89
61. Install Code upgrade:	1.00 EA	0.00	407,213.54	0.00	407,213.54
Totals: 029-106 Beacon Hill E.S.				0.00	4,876,827.43

030-107 Bonham E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
62. Total	1.00 EA	0.00	2,623,153.76	0.00	2,623,153.76
63. Install Code upgrade:	1.00 EA	0.00	247,065.09	0.00	247,065.09
Totals: 030-107 Bonham E.S.				0.00	2,870,218.85

031-147 Bowden E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
64. Total	1.00 EA	0.00	2,523,884.89	0.00	2,523,884.89
65. Install Code upgrade:	1.00 EA	0.00	574,759.16	0.00	574,759.16
Totals: 031-147 Bowden E.S.				0.00	3,098,644.05

032-110 J.T. Brackenridge E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
66. Total	1.00 EA	0.00	2,048,378.61	0.00	2,048,378.61
67. Install Code upgrade:	1.00 EA	0.00	429,959.81	0.00	429,959.81

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CONTINUED - 032-110 J.T. Brackenridge E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 032-110 J.T. Brackenridge E.S.				0.00	2,478,338.42

033-111 Brewer E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
68. Total	1.00 EA	0.00	2,548,408.21	0.00	2,548,408.21
69. Install Code upgrade:	1.00 EA	0.00	379,104.34	0.00	379,104.34
Totals: 033-111 Brewer E.S.				0.00	2,927,512.55

034-112 Briscoe E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
70. Total	1.00 EA	0.00	1,962,374.53	0.00	1,962,374.53
71. Install Code upgrade:	1.00 EA	0.00	0.00	0.00	0.00
Totals: 034-112 Briscoe E.S.				0.00	1,962,374.53

035-114 Cameron E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
72. Total	1.00 EA	0.00	2,705,706.99	0.00	2,705,706.99
73. Install Code upgrade:	1.00 EA	0.00	8,876.57	0.00	8,876.57
Totals: 035-114 Cameron E.S.				0.00	2,714,583.56

036-240 Carrol E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
74. Total	1.00 EA	0.00	3,715,087.46	0.00	3,715,087.46
75. Install Code upgrade:	1.00 EA	0.00	939,069.18	0.00	939,069.18
Totals: 036-240 Carrol E.S.				0.00	4,654,156.64

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037-241 Cavajal E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
76. Total	1.00 EA	0.00	2,329,671.05	0.00	2,329,671.05
77. Install Code upgrade:	1.00 EA	0.00	554,047.13	0.00	554,047.13
Totals: 037-241 Cavajal E.S.				0.00	2,883,718.18

038-116 Collins Garden E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
78. Total	1.00 EA	0.00	2,559,109.81	0.00	2,559,109.81
79. Install Code upgrade:	1.00 EA	0.00	513,177.81	0.00	513,177.81
Totals: 038-116 Collins Garden E.S.				0.00	3,072,287.62

039-117 Cotton E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
80. Total	1.00 EA	0.00	2,395,134.16	0.00	2,395,134.16
81. Install Code upgrade:	1.00 EA	0.00	465,281.24	0.00	465,281.24
Totals: 039-117 Cotton E.S.				0.00	2,860,415.40

040-118 Crockett E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
82. Total	1.00 EA	0.00	3,067,890.03	0.00	3,067,890.03
83. Install Code upgrade:	1.00 EA	0.00	345,077.44	0.00	345,077.44
Totals: 040-118 Crockett E.S.				0.00	3,412,967.47

041-121 De Zavala E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
84. Total	1.00 EA	0.00	2,518,490.92	0.00	2,518,490.92
85. Install Code upgrade:	1.00 EA	0.00	357,652.61	0.00	357,652.61

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CONTINUED - 041-121 De Zavala E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 041-121 De Zavala E.S.				0.00	2,876,143.53

042-119 Douglass E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
86. Total	1.00 EA	0.00	2,265,992.19	0.00	2,265,992.19
87. Install Code upgrade:	1.00 EA	0.00	398,706.81	0.00	398,706.81
Totals: 042-119 Douglass E.S.				0.00	2,664,699.00

043-123 Fenwick E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
88. Total	1.00 EA	0.00	2,646,763.31	0.00	2,646,763.31
89. Install Code upgrade:	1.00 EA	0.00	155,710.18	0.00	155,710.18
Totals: 043-123 Fenwick E.S.				0.00	2,802,473.49

044-124 Forbes E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
90. Total	1.00 EA	0.00	1,923,537.75	0.00	1,923,537.75
91. Install Code upgrade:	1.00 EA	0.00	287,379.59	0.00	287,379.59
Totals: 044-124 Forbes E.S.				0.00	2,210,917.34

045-125 Foster E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
92. Total	1.00 EA	0.00	2,509,044.02	0.00	2,509,044.02
93. Install Code upgrade:	1.00 EA	0.00	332,502.25	0.00	332,502.25
Totals: 045-125 Foster E.S.				0.00	2,841,546.27

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046-126 Franklin E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
94. Total	1.00 EA	0.00	2,707,607.11	0.00	2,707,607.11
95. Install Code upgrade:	1.00 EA	0.00	361,721.02	0.00	361,721.02
Totals: 046-126 Franklin E.S.				0.00	3,069,328.13

047-127 Gates E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
96. Total	1.00 EA	0.00	3,075,778.48	0.00	3,075,778.48
97. Install Code upgrade:	1.00 EA	0.00	468,240.09	0.00	468,240.09
Totals: 047-127 Gates E.S.				0.00	3,544,018.57

048-129 Graebner E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
98. Total	1.00 EA	0.00	2,790,336.56	0.00	2,790,336.56
99. Install Code upgrade:	1.00 EA	0.00	485,235.56	0.00	485,235.56
Totals: 048-129 Graebner E.S.				0.00	3,275,572.12

049-131 Green E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
100. Total	1.00 EA	0.00	1,985,682.98	0.00	1,985,682.98
101. Install Code upgrade:	1.00 EA	0.00	138,325.87	0.00	138,325.87
Totals: 049-131 Green E.S.				0.00	2,124,008.85

050-179 Hawthorne E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
102. Total	1.00 EA	0.00	2,881,726.85	0.00	2,881,726.85
103. Install Code upgrade:	1.00 EA	0.00	554,232.05	0.00	554,232.05

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CONTINUED - 050-179 Hawthorne E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 050-179 Hawthorne E.S.				0.00	3,435,958.90

051-132 Herff E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
104. Total	1.00 EA	0.00	2,263,985.57	0.00	2,263,985.57
105. Install Code upgrade:	1.00 EA	0.00	304,023.22	0.00	304,023.22
Totals: 051-132 Herff E.S.				0.00	2,568,008.79

052-134 Highland Hills E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
106. Total	1.00 EA	0.00	2,533,425.59	0.00	2,533,425.59
107. Install Code upgrade:	1.00 EA	0.00	332,687.17	0.00	332,687.17
Totals: 052-134 Highland Hills E.S.				0.00	2,866,112.76

053-135 Highland Park E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
108. Total	1.00 EA	0.00	2,132,100.92	0.00	2,132,100.92
109. Install Code upgrade:	1.00 EA	0.00	270,366.13	0.00	270,366.13
Totals: 053-135 Highland Park E.S.				0.00	2,402,467.05

054-136 Hillcrest

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
110. Total	1.00 EA	0.00	2,019,629.76	0.00	2,019,629.76
111. Install Code upgrade:	1.00 EA	0.00	308,461.48	0.00	308,461.48
Totals: 054-136 Hillcrest				0.00	2,328,091.24

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055-137 Hirsch E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
112. Total	1.00 EA	0.00	2,663,614.34	0.00	2,663,614.34
113. Install Code upgrade:	1.00 EA	0.00	438,651.45	0.00	438,651.45
Totals: 055-137 Hirsch E.S.				0.00	3,102,265.79

056-139 Huppertz E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
114. Total	1.00 EA	0.00	2,386,798.27	0.00	2,386,798.27
115. Install Code upgrade:	1.00 EA	0.00	334,536.49	0.00	334,536.49
Totals: 056-139 Huppertz E.S.				0.00	2,721,334.76

057-141 Japhet E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
116. Total	1.00 EA	0.00	3,419,919.89	0.00	3,419,919.89
117. Install Code upgrade:	1.00 EA	0.00	686,826.10	0.00	686,826.10
Totals: 057-141 Japhet E.S.				0.00	4,106,745.99

058-143 Kelly E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
118. Total	1.00 EA	0.00	2,170,313.62	0.00	2,170,313.62
119. Install Code upgrade:	1.00 EA	0.00	346,002.06	0.00	346,002.06
Totals: 058-143 Kelly E.S.				0.00	2,516,315.68

059-144 Sara King E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
120. Total	1.00 EA	0.00	2,655,236.18	0.00	2,655,236.18
121. Install Code upgrade:	1.00 EA	0.00	401,665.68	0.00	401,665.68

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CONTINUED - 059-144 Sara King E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 059-144 Sara King E.S.				0.00	3,056,901.86

060-242 Knox E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
122. Total	1.00 EA	0.00	1,683,385.18	0.00	1,683,385.18
123. Install Code upgrade:	1.00 EA	0.00	358,643.80	0.00	358,643.80
Totals: 060-242 Knox E.S.				0.00	2,042,028.98

061-146 Lamar E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
124. Total	1.00 EA	0.00	2,149,625.12	0.00	2,149,625.12
125. Install Code upgrade:	1.00 EA	0.00	321,776.38	0.00	321,776.38
Totals: 061-146 Lamar E.S.				0.00	2,471,401.50

062-148 Madison E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
126. Total	1.00 EA	0.00	2,853,536.57	0.00	2,853,536.57
127. Install Code upgrade:	1.00 EA	0.00	631,347.43	0.00	631,347.43
Totals: 062-148 Madison E.S.				0.00	3,484,884.00

063-149 Margil E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
128. Total	1.00 EA	0.00	2,324,890.30	0.00	2,324,890.30
129. Install Code upgrade:	1.00 EA	0.00	274,434.58	0.00	274,434.58
Totals: 063-149 Margil E.S.				0.00	2,599,324.88

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064-150 Maverick E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
130. Total	1.00 EA	0.00	2,774,312.25	0.00	2,774,312.25
131. Install Code upgrade:	1.00 EA	0.00	324,365.39	0.00	324,365.39
Totals: 064-150 Maverick E.S.				0.00	3,098,677.64

065-153 Miller E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
132. Total	1.00 EA	0.00	2,317,596.29	0.00	2,317,596.29
133. Install Code upgrade:	1.00 EA	0.00	379,104.34	0.00	379,104.34
Totals: 065-153 Miller E.S.				0.00	2,696,700.63

066-210 Mission Academy E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
134. Total	1.00 EA	0.00	4,696,793.69	0.00	4,696,793.69
135. Install Code upgrade:	1.00 EA	0.00	338,419.97	0.00	338,419.97
Totals: 066-210 Mission Academy E.S.				0.00	5,035,213.66

067-155 Neal E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
136. Total	1.00 EA	0.00	2,991,583.46	0.00	2,991,583.46
137. Install Code upgrade:	1.00 EA	0.00	329,543.39	0.00	329,543.39
Totals: 067-155 Neal E.S.				0.00	3,321,126.85

068-156 Nelson E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
138. Total	1.00 EA	0.00	2,602,751.57	0.00	2,602,751.57
139. Install Code upgrade:	1.00 EA	0.00	218,955.88	0.00	218,955.88

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CONTINUED - 068-156 Nelson E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 068-156 Nelson E.S.				0.00	2,821,707.45

069-157 Ogden E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
140. Total	1.00 EA	0.00	2,250,534.53	0.00	2,250,534.53
141. Install Code upgrade:	1.00 EA	0.00	345,077.44	0.00	345,077.44
Totals: 069-157 Ogden E.S.				0.00	2,595,611.97

070-158 Pershing E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
142. Total	1.00 EA	0.00	2,542,353.85	0.00	2,542,353.85
143. Install Code upgrade:	1.00 EA	0.00	328,803.68	0.00	328,803.68
Totals: 070-158 Pershing E.S.				0.00	2,871,157.53

071-159 Pfeiffer E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
144. Total	1.00 EA	0.00	2,227,485.27	0.00	2,227,485.27
145. Install Code upgrade:	1.00 EA	0.00	372,446.93	0.00	372,446.93
Totals: 071-159 Pfeiffer E.S.				0.00	2,599,932.20

072-160 Riverside Park E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
146. Total	1.00 EA	0.00	2,424,659.35	0.00	2,424,659.35
147. Install Code upgrade:	1.00 EA	0.00	255,571.80	0.00	255,571.80
Totals: 072-160 Riverside Park E.S.				0.00	2,680,231.15

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073-140 Rodriguez E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
148. Total	1.00 EA	0.00	1,828,946.51	0.00	1,828,946.51
149. Install Code upgrade:	1.00 EA	0.00	246,880.14	0.00	246,880.14
Totals: 073-140 Rodriguez E.S.				0.00	2,075,826.65

074-161 Rogers E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
150. Total	1.00 EA	0.00	2,845,877.00	0.00	2,845,877.00
151. Install Code upgrade:	1.00 EA	0.00	460,658.00	0.00	460,658.00
Totals: 074-161 Rogers E.S.				0.00	3,306,535.00

075-164 Schenck E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
152. Total	1.00 EA	0.00	3,744,027.23	0.00	3,744,027.23
153. Install Code upgrade:	1.00 EA	0.00	446,973.28	0.00	446,973.28
Totals: 075-164 Schenck E.S.				0.00	4,191,000.51

076-165 Smith E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
154. Total	1.00 EA	0.00	2,875,781.12	0.00	2,875,781.12
155. Install Code upgrade:	1.00 EA	0.00	199,538.32	0.00	199,538.32
Totals: 076-165 Smith E.S.				0.00	3,075,319.44

077-167 Steele E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
156. Total	1.00 EA	0.00	2,821,543.89	0.00	2,821,543.89
157. Install Code upgrade:	1.00 EA	0.00	301,064.34	0.00	301,064.34

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CONTINUED - 077-167 Steele E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 077-167 Steele E.S.				0.00	3,122,608.23

078-168 Stewart E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
158. Total	1.00 EA	0.00	2,317,758.32	0.00	2,317,758.32
159. Install Code upgrade:	1.00 EA	0.00	429,774.88	0.00	429,774.88
Totals: 078-168 Stewart E.S.				0.00	2,747,533.20

079-169 Storm E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
160. Total	1.00 EA	0.00	1,997,524.88	0.00	1,997,524.88
161. Install Code upgrade:	1.00 EA	0.00	253,167.74	0.00	253,167.74
Totals: 079-169 Storm E.S.				0.00	2,250,692.62

080-244 Tynan E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
162. Total	1.00 EA	0.00	2,304,169.67	0.00	2,304,169.67
163. Install Code upgrade:	1.00 EA	0.00	362,645.67	0.00	362,645.67
Totals: 080-244 Tynan E.S.				0.00	2,666,815.34

081-172 Washington E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
164. Total	1.00 EA	0.00	2,035,290.09	0.00	2,035,290.09
165. Install Code upgrade:	1.00 EA	0.00	302,173.91	0.00	302,173.91
Totals: 081-172 Washington E.S.				0.00	2,337,464.00

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082-173 W.W. White E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
166. Total	1.00 EA	0.00	2,640,094.74	0.00	2,640,094.74
167. Install Code upgrade:	1.00 EA	0.00	354,878.64	0.00	354,878.64
Totals: 082-173 W.W. White E.S.				0.00	2,994,973.38

083-174 Wilson E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
168. Total	1.00 EA	0.00	2,975,524.85	0.00	2,975,524.85
169. Install Code upgrade:	1.00 EA	0.00	130,189.98	0.00	130,189.98
Totals: 083-174 Wilson E.S.				0.00	3,105,714.83

084-175 Woodlawn E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
170. Total	1.00 EA	0.00	3,226,225.99	0.00	3,226,225.99
171. Install Code upgrade:	1.00 EA	0.00	168,655.20	0.00	168,655.20
Totals: 084-175 Woodlawn E.S.				0.00	3,394,881.19

085-176 Woodlawn Hills E.S.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
172. Total	1.00 EA	0.00	2,404,742.15	0.00	2,404,742.15
173. Install Code upgrade:	EA	0.00	0.00	0.00	0.00
Totals: 085-176 Woodlawn Hills E.S.				0.00	2,404,742.15

086-090 Estrada Achievement (Special Campuses)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
174. Total	1.00 EA	0.00	1,861,486.93	0.00	1,861,486.93

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CONTINUED - 086-090 Estrada Achievement (Special Campuses)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
175. Install Code upgrade:	1.00 EA	0.00	175,682.50	0.00	175,682.50
Totals: 086-090 Estrada Achievement (Special Campuses)				0.00	2,037,169.43

087-017 Young Womens Leadership (Special Campuses)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
176. Total	1.00 EA	0.00	5,805,368.50	0.00	5,805,368.50
177. Install Code upgrade:	1.00 EA	0.00	759,133.34	0.00	759,133.34
Totals: 087-017 Young Womens Leadership (Special Campuses)				0.00	6,564,501.84

088-092 Navarro Achievement (Special Campuses)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
178. Total	1.00 EA	0.00	2,005,258.51	0.00	2,005,258.51
179. Install Code upgrade:	1.00 EA	0.00	198,613.69	0.00	198,613.69
Totals: 088-092 Navarro Achievement (Special Campuses)				0.00	2,203,872.20

089-083 Travis Early College (Special Campuses)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
180. Total	1.00 EA	0.00	1,858,301.11	0.00	1,858,301.11
181. Install Code upgrade:	1.00 EA	0.00	72,307.20	0.00	72,307.20
Totals: 089-083 Travis Early College (Special Campuses)				0.00	1,930,608.31

090-093 Pickett Academy (Special Campuses)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
182. Total	1.00 EA	0.00	1,060,381.56	0.00	1,060,381.56

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CONTINUED - 090-093 Pickett Academy (Special Campuses)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
183. Install Code upgrade:	1.00 EA	0.00	119,833.97	0.00	119,833.97
Totals: 090-093 Pickett Academy (Special Campuses)				0.00	1,180,215.53

091-098 Alamo Stadium (Support Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
184. Total	1.00 EA	0.00	5,682,623.54	0.00	5,682,623.54
185. Install Code upgrade:	1.00 EA	0.00	343,228.12	0.00	343,228.12
Totals: 091-098 Alamo Stadium (Support Facilities)				0.00	6,025,851.66

092-104 Learning Center (NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Not Appraised					
Totals: 092-104 Learning Center (NOT APPRAISED)				0.00	0.00

093-102 Burnet (Support Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
188. Total	1.00 EA	0.00	1,499,992.93	0.00	1,499,992.93
189. Install Code upgrade:	1.00 EA	0.00	184,928.97	0.00	184,928.97
Totals: 093-102 Burnet (Support Facilities)				0.00	1,684,921.90

094-094 Central Office (NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Not Appraised					
Totals: 094-094 Central Office (NOT APPRAISED)				0.00	0.00

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095-108 Child Care Center (Support Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
192. Total	1.00 EA	0.00	415,713.29	0.00	415,713.29
193. Install Code upgrade:	1.00 EA	0.00	0.00	0.00	0.00
Totals: 095-108 Child Care Center (Support Facilities)				0.00	415,713.29

096-010 Cooper - Admin (Support Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
194. Total	1.00 EA	0.00	3,666,204.75	0.00	3,666,204.75
195. Install Code upgrade:	1.00 EA	0.00	604,717.66	0.00	604,717.66
Totals: 096-010 Cooper - Admin (Support Facilities)				0.00	4,270,922.41

097-091 Gonzales Achievement (Support Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
196. Total	1.00 EA	0.00	1,074,229.14	0.00	1,074,229.14
197. Install Code upgrade:	1.00 EA	0.00	178,641.38	0.00	178,641.38
Totals: 097-091 Gonzales Achievement (Support Facilities)				0.00	1,252,870.52

098-096 Food Services (NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Not Appraised					
Totals: 098-096 Food Services (NOT APPRAISED)				0.00	0.00

099-105 Milam/Transp (NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Not Appraised					

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CONTINUED - 099-105 Milam/Transp (NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: 099-105 Milam/Transp (NOT APPRAISED)				0.00	0.00

100-107 Plant Operation (Sold-Undisputed)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
UBS UNDISPUTED. EXCEPT <i>deprecation ,and math error disputed, this is a repair.</i>					
237. Total	1.00 EA	0.00	3,426.23	0.00	3,426.23
Totals: 100-107 Plant Operation (Sold-Undisputed)				0.00	3,426.23

101-097 Plant Services (Sold-Undisputed)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
204. Total	1.00 EA	0.00	27,328.99	0.00	27,328.99
Totals: 101-097 Plant Services (Sold-Undisputed)				0.00	27,328.99

102-095 Purchasing (Sold-Undisputed)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
206. Total	1.00 EA	0.00	191,809.91	0.00	191,809.91
Totals: 102-095 Purchasing (Sold-Undisputed)				0.00	191,809.91

103-101 ROTC Headquarters (Support Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
208. Total	1.00 EA	0.00	549,967.95	0.00	549,967.95
209. Install Code upgrade:	1.00 EA	0.00	25,807.88	0.00	25,807.88
Totals: 103-101 ROTC Headquarters (Support Facilities)				0.00	575,775.83

104-110 Sports Complex (Support Facilities)

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CONTINUED - 104-110 Sports Complex (Support Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
210. Total	1.00 EA	0.00	2,847,818.26	0.00	2,847,818.26
211. Install Code upgrade:	1.00 EA	0.00	157,929.35	0.00	157,929.35
Totals: 104-110 Sports Complex (Support Facilities)				0.00	3,005,747.61

105-106 Student Support (Sold-Undisputed)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
212. Total	1.00 EA	0.00	76,430.95	0.00	76,430.95
Totals: 105-106 Student Support (Sold-Undisputed)				0.00	76,430.95

106-103 Surplus Warehouse (Support Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
214. Total	1.00 EA	0.00	1,855,677.86	0.00	1,855,677.86
215. Install Code upgrade:	EA	0.00	0.00	0.00	0.00
Totals: 106-103 Surplus Warehouse (Support Facilities)				0.00	1,855,677.86

107- Beacon Hill (Other Facilities)(NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Not Appraised					
Totals: 107- Beacon Hill (Other Facilities)(NOT APPRAISED)				0.00	0.00

108-34 Bowie (Other Facilities)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
218. Total	1.00 EA	0.00	1,990,329.89	0.00	1,990,329.89
219. Install Code upgrade:	1.00 EA	0.00	386,686.43	0.00	386,686.43
Totals: 108-34 Bowie (Other Facilities)				0.00	2,377,016.32

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109- Unoccupied (NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Not Appraised					
Totals: 109- Unoccupied (NOT APPRAISED)				0.00	0.00

111-114 Catholic School (Portables)(NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Not Appraised					
Totals: 111-114 Catholic School (Portables)(NOT APPRAISED)				0.00	0.00

112-115 Harlandale (Protobles)(NOT APPRAISED)

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Not Appraised					
Totals: 112-115 Harlandale (Protobles)(NOT APPRAISED)				0.00	0.00

Line Item Totals: 2022-04-06-0715-2A **0.00** **357,205,665.14**

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Summary

Line Item Total	357,205,665.14
Replacement Cost Value	\$357,205,665.14
Less Depreciation	(30,865,417.38)
Actual Cash Value	\$326,340,247.76
Net Claim	\$326,340,247.76
Total Recoverable Depreciation	30,865,417.38
Net Claim if Depreciation is Recovered	\$357,205,665.14

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Recap of Taxes

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Recap by Room

Estimate: 2022-04-06-0715-2A

001-003 Brakenridge H.S.	11,263,546.26	3.15%
002-002 Burbank H.S.	8,537,539.15	2.39%
003-003 Edison H.S.	8,735,287.13	2.45%
004-004 Fox Tech H.S.	7,873,115.44	2.20%
005-005 Highlands H.S.	7,502,784.65	2.10%
006-006 Sam Houston H.S.	10,030,157.40	2.81%
007-007 Jefferson H.S.	9,343,531.24	2.62%
008-008 Lanier H.S.	9,933,494.18	2.78%
009-041 Connell M.S.	3,833,764.07	1.07%
010-043 Davis M.S.	5,921,891.17	1.66%
011-047 Harris M.S.	4,390,872.70	1.23%
012-049 Irving M.S.	5,055,950.64	1.42%
013-142 M.L King M.S.	4,460,577.46	1.25%
014-050 Longfellow M.S.	4,473,859.43	1.25%
015-051 Lowell M.S.	4,271,557.58	1.20%
016-053 Page M.S.	4,591,182.63	1.29%
017-054 Poe M.S.	2,972,066.95	0.83%
018-055 Rhodes M.S.	4,339,174.31	1.21%
019-057 Harry Rogers M.S.	4,155,378.41	1.16%
020-061 Tafolla M.S.	4,364,435.66	1.22%
021-058 Twain M.S.	4,175,695.45	1.17%
022-046 Wheatley M.S.	4,412,681.16	1.24%
023-059 Whittier M.S.	3,727,733.83	1.04%
024-101 Arnold E.S.	3,310,242.67	0.93%
025-102 Austin E.S.	1,969,353.36	0.55%
026-103 Ball E.S.	2,560,572.23	0.72%
027-162 Barkley/Ruiz E.S.	2,544,945.94	0.71%
028-105 Baskin E.S.	4,457,353.45	1.25%
029-106 Beacon Hill E.S.	4,876,827.43	1.37%
030-107 Bonham E.S.	2,870,218.85	0.80%
031-147 Bowden E.S.	3,098,644.05	0.87%
032-110 J.T. Brackenridge E.S.	2,478,338.42	0.69%
033-111 Brewer E.S.	2,927,512.55	0.82%
034-112 Briscoe E.S.	1,962,374.53	0.55%
035-114 Cameron E.S.	2,714,583.56	0.76%
036-240 Carrol E.S.	4,654,156.64	1.30%
037-241 Cavajal E.S.	2,883,718.18	0.81%
038-116 Collins Garden E.S.	3,072,287.62	0.86%
039-117 Cotton E.S.	2,860,415.40	0.80%
040-118 Crockett E.S.	3,412,967.47	0.96%
041-121 De Zavala E.S.	2,876,143.53	0.81%
042-119 Douglass E.S.	2,664,699.00	0.75%
043-123 Fenwick E.S.	2,802,473.49	0.78%
044-124 Forbes E.S.	2,210,917.34	0.62%

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9708 South Padre Island Dr. Suite B-201
Corpus Christi, Texas 78418
361-937-3000

045-125 Foster E.S.	2,841,546.27	0.80%
046-126 Franklin E.S.	3,069,328.13	0.86%
047-127 Gates E.S.	3,544,018.57	0.99%
048-129 Graebner E.S.	3,275,572.12	0.92%
049-131 Green E.S.	2,124,008.85	0.59%
050-179 Hawthorne E.S.	3,435,958.90	0.96%
051-132 Herff E.S.	2,568,008.79	0.72%
052-134 Highland Hills E.S.	2,866,112.76	0.80%
053-135 Highland Park E.S.	2,402,467.05	0.67%
054-136 Hillcrest	2,328,091.24	0.65%
055-137 Hirsch E.S.	3,102,265.79	0.87%
056-139 Huppertz E.S.	2,721,334.76	0.76%
057-141 Japhet E.S.	4,106,745.99	1.15%
058-143 Kelly E.S.	2,516,315.68	0.70%
059-144 Sara King E.S.	3,056,901.86	0.86%
060-242 Knox E.S.	2,042,028.98	0.57%
061-146 Lamar E.S.	2,471,401.50	0.69%
062-148 Madison E.S.	3,484,884.00	0.98%
063-149 Margil E.S.	2,599,324.88	0.73%
064-150 Maverick E.S.	3,098,677.64	0.87%
065-153 Miller E.S.	2,696,700.63	0.75%
066-210 Mission Academy E.S.	5,035,213.66	1.41%
067-155 Neal E.S.	3,321,126.85	0.93%
068-156 Nelson E.S.	2,821,707.45	0.79%
069-157 Ogden E.S.	2,595,611.97	0.73%
070-158 Pershing E.S.	2,871,157.53	0.80%
071-159 Pfeiffer E.S.	2,599,932.20	0.73%
072-160 Riverside Park E.S.	2,680,231.15	0.75%
073-140 Rodriguez E.S.	2,075,826.65	0.58%
074-161 Rogers E.S.	3,306,535.00	0.93%
075-164 Schenck E.S.	4,191,000.51	1.17%
076-165 Smith E.S.	3,075,319.44	0.86%
077-167 Steele E.S.	3,122,608.23	0.87%
078-168 Stewart E.S.	2,747,533.20	0.77%
079-169 Storm E.S.	2,250,692.62	0.63%
080-244 Tynan E.S.	2,666,815.34	0.75%
081-172 Washington E.S.	2,337,464.00	0.65%
082-173 W.W. White E.S.	2,994,973.38	0.84%
083-174 Wilson E.S.	3,105,714.83	0.87%
084-175 Woodlawn E.S.	3,394,881.19	0.95%
085-176 Woodlawn Hills E.S.	2,404,742.15	0.67%
086-090 Estrada Achievement (Special Campuses)	2,037,169.43	0.57%
087-017 Young Womens Leadership (Special Campuses)	6,564,501.84	1.84%
088-092 Navarro Achievement (Special Campuses)	2,203,872.20	0.62%
089-083 Travis Early College (Special Campuses)	1,930,608.31	0.54%
090-093 Pickett Academy (Special Campuses)	1,180,215.53	0.33%
091-098 Alamo Stadium (Support Facilities)	6,025,851.66	1.69%
093-102 Burnet (Support Facilities)	1,684,921.90	0.47%

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095-108 Child Care Center (Support Facilities)	415,713.29	0.12%
096-010 Cooper - Admin (Support Facilities)	4,270,922.41	1.20%
097-091 Gonzales Achievement (Support Facilities)	1,252,870.52	0.35%
100-107 Plant Operation (Sold-Undisputed)	3,426.23	
101-097 Plant Services (Sold-Undisputed)	27,328.99	0.01%
102-095 Purchasing (Sold-Undisputed)	191,809.91	0.05%
103-101 ROTC Headquarters (Support Facilities)	575,775.83	0.16%
104-110 Sports Complex (Support Facilities)	3,005,747.61	0.84%
105-106 Student Support (Sold-Undisputed)	76,430.95	0.02%
106-103 Surplus Warehouse (Support Facilities)	1,855,677.86	0.52%
108-34 Bowie (Other Facilities)	2,377,016.32	0.67%
<hr/>		
Subtotal of Areas	357,205,665.14	100.00%
<hr/>		
Total	357,205,665.14	100.00%

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Recap by Category with Depreciation

Items	RCV	Deprec.	ACV
ROOFING	48,252,495.99		48,252,495.99
USER DEFINED ITEMS	308,953,169.15	30,865,417.38	278,087,751.77
Subtotal	357,205,665.14	30,865,417.38	326,340,247.76

Exhibit 2

Date: 07/16/2015

Policy Number: 023175968

Underwriter Name: ELIE ARAMOUNY

Underwriter Region: HOUSTON

Underwriter Branch: HOUSTON

Underwriter Telephone: 214-758-1940

HOME OFFICE COPY

Commercial Property – Claim Reporting and Claim Questions

Options for Reporting a New Claim

- **Telephone :** **AIG CallOnesm:** 800-931-9546 24/7, 365 days/year
- **Email :** newloss-usproperty&energy@aig.com
- **Fax :** 855-805-4125
- **Internet :** Complete a Quick Claim form at **LexingtonClaims.com**
- **Mail :** P.O. Box 2310, Alpharetta, Georgia 30023-2970

Such written notice shall include the Named Insured as shown on the Declarations, the policy number, the date of loss and a brief description of the potential claim.

Options for Questions Regarding Existing/Previously Reported Claims

For questions regarding existing claims, contact should be made directly with the assigned AIG Examiner via direct dial or email. ***However, in the instance where an AIG Examiner is unknown, please use the following methods to obtain the information:***

- **Claim Service Center: 877-873-9972**
- **AIG CallOne: 800-931-9546**

FORMS SCHEDULE

Named Insured: **SAN ANTONIO ISD**

Policy No: **023175968**

Effective Date: **07/01/2015**

Form Number	Edition Date	Endorsement Number	Title
PR8370	04/13		MANUSCRIPT DOMESTIC PROP DEC
PR8371	02/12		MANUSCRIPT DOMESTIC PROP TEXT
PR4225	07/13		ECONOMIC SANCTIONS ENDORSEMENT
		001	GENERAL CHANGE ENDORSEMENT
		002	SUBLIMIT OF LIABILITY ENDT
		003	AMENDATORY ENDORSEMENT
PR8543	12/14	004	TERRORISM PREM CHARGE W/EXCL
		005	TIER 1 COUNTIES ENDORSEMENT
		006	3-YEAR GUARANTEED POLICY RATE
NMA2918	08/01	007	WAR AND TERRORISM EXCLUSION
PR4259	10/13	008	ANTI-STACKING ENDORSEMENT

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producercompensation or by calling 1-800-706-3102.

LEXINGTON INSURANCE COMPANY

Administrative Offices: 99 High Street, Boston, Massachusetts 02110
(hereinafter called the Company)

**MANUSCRIPT DOMESTIC PROPERTY POLICY
DECLARATIONS**

Policy Number: 023175968

Renewal of: 023175968

Item 1. Named Insured: SAN ANTONIO ISD

Address: 141 LAVACA
SAN ANTONIO, TX 78210-1039

Item 2. Policy Period:

From: 07/01/2015 To: 07/01/2016
(At 12:01 A.M. Standard Time at the address of the Named Insured shown above.)

Item 3. Limit of Liability: \$750,000,000 Part of \$750,000,000 Excess of \$
(Maximum Limit of Liability in any one Occurrence)

Item 4. Premium:

Total Premium: \$633,843
Minimum Earned Premium: \$158,461

Item 5. Perils:

ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD, EARTH MOVEMENT
AND EQUIPMENT BREAKDOWN/B&M AND AS FURTHER DESCRIBED IN THE POLICY FORM

Item 6. Description of Property Covered:

REAL AND PERSONAL PROPERTY; MACHINERY AND EQUIPMENT; FURNITURE & FIXTURES;
IMPROVEMENT AND BETTERMENT'S; INVENTORY; STOCK; EDP HARDWARE, MEDIA AND
DATA; BUSINESS INCOME - GROSS EARNING / EXTRA EXPENSE AND AS FURTHER
DESCRIBED IN THE POLICY FORM.

Coinsurance: NIL

Item 7. Mortgagee Clause: Loss, if any shall be payable to:

Item 8. Forms Attached: See attached forms schedule



Authorized Representative OR
Countersignature (In states where applicable)

TEXAS NOTICE

(Surplus Lines)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

**Risk Specialists Companies Insurance Agency, Inc.
TX Corporate Non-Resident Surplus Lines License #1477780
2929 Allen Parkway, Suite 1300, Houston, TX 77019-2128**

LEXINGTON INSURANCE COMPANY

(hereinafter, the "Company")

ADMINISTRATIVE OFFICES: 99 High Street, Boston, Massachusetts 02110

MANUSCRIPT DOMESTIC PROPERTY POLICY

SECTION I - COVERAGES AND LIMITS OF LIABILITY

Terms which appear in boldface type have special meaning. See Section VIII. POLICY DEFINITIONS.

- A. NAMED INSURED: First Named Insured and/or its affiliated and subsidiary companies and/or corporations as now exist or may hereafter be constituted or acquired including their interests as may appear in partnerships or joint ventures which the Insured is legally obligated to insure.
- B. MORTGAGEES, LOSS PAYEES, AND ADDITIONAL INSURED: Per Certificates on File with the Company.
- C. COVERAGE TERRITORY: Coverage under this Policy applies to **Occurrences** within the United States, its territories and possessions, Puerto Rico, and Canada, including their respective coastal waters.
- D. LIMIT OF LIABILITY ("**Policy Limit**"): This Company's maximum liability in any one **Occurrence** as a result of all covered loss or damage regardless of the number of **Locations**, coverages, or perils insured under this Policy shall not exceed:

\$750,000,000
- E. SUBLIMITS OF LIABILITY: Sublimits of Liability stated below are subject to and not in addition to the **Policy Limit** shown in Paragraph D., above. These Sublimits of Liability and the specified limits of liability contained in the forms, endorsements and extensions attached, if any, are per **Occurrence** unless otherwise indicated.

If the words, NOT COVERED are shown, instead of a limit, sublimit amount or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or Covered Cause of Loss, then no coverage is provided for that coverage or Covered Cause of Loss.

1. Earth Movement:

- a. \$ 25,000,000 Annual Aggregate

Subject to the Annual Aggregate Limit for all **Earth Movement** shown in Subparagraph E.1.a. above:

- b. \$ NOT COVERED Annual Aggregate for all **Earth Movement** in all of the following states combined: California, Alaska, Hawaii, and Puerto Rico
- c. \$ NOT COVERED Annual Aggregate for Pacific Northwest Earthquake Zone Counties (See Section VIII-Policy Definitions, Subparagraph E.1.)
- d. \$ NOT COVERED Annual Aggregate for New Madrid Earthquake Zone Counties (See Section VIII - Policy Definitions, Subparagraph E.2.)

2. Flood:

- a. \$ 25,000,000 Annual Aggregate

b. \$ 2,500,000 Subject to the Annual Aggregate Limit for all **Flood** shown in Subparagraph E.2.a. above, the Annual Aggregate as respects **Flood** for **Locations** wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding as defined by the Federal Emergency Management Agency (FEMA).

- 3. Named Storm: \$ 750,000,000 Regardless of the number of Coverages, **Locations** or Perils involved including, but not limited to, all **Flood** (however caused), wind, wind gusts, storm surges,

tornados, cyclones, hail, or rain, the maximum amount the Company will pay per Occurrence as respects all covered Loss or Damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm, or Tropical Depression). In the event covered Loss or Damage by **Flood** arises out of a Named Storm, the maximum amount the Company will pay per **Occurrence** for all such Loss or Damage by **Flood** shall be the Sublimits of Liability for **Flood** as shown in Subparagraphs E.2.a. and E.2.b. above. However, if **Flood** is not covered, the maximum amount the Company will pay per **Occurrence** for all such Loss or Damage by Named Storm shall exclude Loss or Damage by **Flood**.

4. Debris Removal: The Company's total liability for Debris Removal per **Occurrence** for all Insured **Locations** sustaining covered direct physical loss or damage payable under this Policy shall not exceed the lesser of:
 - a. 25% of the amount of covered direct physical loss or damage payable for all Insured **Locations**; or
 - b. \$10,000,000
5. Accounts Receivable: \$5,000,000
6. Civil or Military Authority: Days, but in no event will the Company pay more than \$ SEE ENDT 001
7. Contingent Time Element: \$NOT COVERED
8. Demolition & Increased Cost of Construction: (See Section VI - Additional Coverages, Paragraph C.)
 - a. Demolition Coverage A: **Policy Limit**
 - b. Demolition Coverage B: \$25,000,000
 - c. Demolition Coverage C: \$25,000,000
9. **Electronic Data and Media:** \$ INCLUDED
10. **Equipment Breakdown:** \$100,000,000
11. Spoilage: \$1,500,000
12. Errors and Omissions: \$1,000,000, Subject to all other sublimits contained herein.
13. Extended Period of Indemnity: NC Days
14. Extra Expense: \$5,000,000
15. **Fine Arts:** \$1,000,000
16. Fire Brigade Charges: \$1,000,000
17. Ingress/Egress Coverage: Days, but in no event will the Company pay more than \$ SEE ENDT 001
18. Leasehold Interest: \$100,000
19. Limited Pollution Coverage: \$100,000 Annual Aggregate
20. **Miscellaneous Unnamed Locations:** \$5,000,000, Subject to all other sublimits contained herein.
21. Newly Acquired Property: 90 Days, but in no event will the Company pay more than \$5,000,000, Subject to all other sublimits contained herein.
22. Ordinary Payroll: NC Days

23. Professional Fees:	\$500,000	
24. Service Interruption:	\$5,000,000	, A qualifying period of 24 hours applies to this coverage.
25. Transit:	\$500,000	Per Conveyance
	\$500,000	Per Occurrence
26. Valuable Papers and Records:	\$5,000,000	

F. MAXIMUM AMOUNT PAYABLE: In the event of covered loss hereunder, liability of the Company shall be limited to the least of the following:

1. The actual adjusted amount of loss, less applicable deductible(s),
2. As respects each **Location** insured by this Policy, one-hundred (100%) percent of the total combined stated values for all categories of Insured Property (e.g. building, contents) and other covered exposures (e.g., time element, extra expense, rental loss) shown for that **Location** on the latest Statement of Values or other documentation on file with the Company, or
3. The limit of liability or applicable sublimit of liability shown in this Policy or endorsed onto this Policy.

G. DEDUCTIBLE: Each claim for loss or damage under this Policy shall be subject to a per **Occurrence** deductible amount of \$250,000, unless a specific deductible shown below applies:

1. **Flood:**

- a. \$250,000 Per **Occurrence**, except as follows in Subparagraph G.1.b.:
- b. 5% of Total Insurable Values (TIV) at the time of the loss at each **Location** involved in the loss or damage, subject to a minimum of 1,000,000 any one **Occurrence** as respects **Locations** wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding as defined by the Federal Emergency Management Agency (FEMA).

2. **Earth Movement:**

- a. \$250,000 Per **Occurrence**, except as follows in Subparagraph G.2.b, G.2.c., or G.2.d.:
- b. NC% of Total Insurable Values at the time of the loss at each **Location** involved in the loss or damage, subject to a minimum of **NOT COVERED** any one **Occurrence** as respects **Locations** in California, Hawaii, Alaska, and Puerto Rico;
- c. NC% of Total Insurable Values at the time of the loss at each **Location** involved in the loss or damage, subject to a minimum of **NOT COVERED** any one **Occurrence** as respects **Locations** in the Pacific Northwest Earthquake Zone Counties (See Section VIII - Policy Definitions, Subparagraph E.1.);
- d. NC% of Total Insurable Values at the time of the loss at each **Location** involved in the loss or damage, subject to a minimum of **NOT COVERED** any one **Occurrence** as respects **Locations** in the New Madrid Earthquake Zone Counties (See Section VIII - Policy Definitions, Subparagraph E.2.

3. **Windstorm or Hail:**

- a. \$SEE ENDT 001 Per **Occurrence** except as follows in Subparagraph G.3.b.:
- b. NC % of Total Insurable Values at the time of the loss at each **Location** involved in the loss or damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm, or Tropical Depression), regardless of the number of Coverages, **Locations** or Perils involved (including, but not limited to, all **Flood**, wind, wind gusts, storm surges, tornados, cyclones, hail, or rain) and subject to a minimum deductible of **NOT COVERED** any one **Occurrence**.

4. Time Element: NC Days

The following two paragraphs apply to Subparagraphs G.1. through G.4, inclusive:

In each case of loss or damage covered by this Policy, the Company shall not be liable unless the Insured sustains loss or damage in a single **Occurrence** greater than any applicable deductible described herein and then, if this is a quota share Policy, only for the Company's share in excess of such deductible. When this Policy covers more than one **Location**, the deductible shall apply against the total loss or damage covered by this Policy in any one **Occurrence**, unless otherwise stated in this Paragraph G.

If two or more deductible amounts provided in this Policy apply to a single **Occurrence**, the total to be deducted shall not exceed the largest deductible applicable unless otherwise stated in this Policy. However, if:

1. The Time Element deductible and another deductible apply to a single **Occurrence**, then the Company shall apply both deductibles to the **Occurrence**; and
2. Covered Loss or Damage by **Flood** arises out of a Named Storm, then the Company shall apply the **Flood** deductible set forth in Subparagraph G.1. or the Named Storm deductible set forth in Subparagraph G.3.b., whichever is greater.

SECTION II - COVERED CAUSES OF LOSS

A. PERILS INSURED: This Policy insures against all risks of direct physical loss or damage to Insured Property, except as excluded.

B. PERILS EXCLUDED:

1. The Company does not insure for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:
 - a. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:
 - i. If fire not otherwise excluded ensues, the Company shall be liable for direct physical loss or damage by such ensuing fire, but not including any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination; and
 - ii. This Policy does insure against loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.
 - b. i. War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating, or defending against an actual, impending, or expected attack:
 - (1) By any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces; or
 - (2) By military, naval, or air forces; or
 - (3) By an agent of any such government, power, authority, or force;
 - ii. Any weapon of war employing atomic fission or radioactive force, whether in time of peace or war, whether or not its discharge was accidental; or
 - iii. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such **Occurrence**, seizure or destruction;

Including any consequence of Subparagraphs b.i., b.ii., or b.iii. above.

- c. Any fraudulent or dishonest act or acts, intended to result in financial gain, committed alone or in collusion with others: by any proprietor, partner, director, trustee, officer or employee of the Insured, or by any party to whom the property may have been entrusted (other than a carrier for hire).

However, a willful act of destruction by an employee of the Insured, or others listed above without the knowledge of the Insured is covered.

- d. Asbestos material removal, except asbestos that itself incurs direct physical loss or damage caused by a **Defined Peril** at the Insured **Location**.
- e. The actual, alleged or threatened release, discharge, escape or dispersal of **Pollutants or Contaminants**, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any Covered Cause of Loss under this Policy.

However, this exclusion shall not apply to direct physical loss or damage to Insured Property arising out of seepage, contamination, or pollution caused by a **Defined Peril** at the Insured **Location**.

- f. Faulty workmanship, material, construction, installation or design from any cause; all unless direct physical loss or damage not otherwise excluded by this Policy ensues, in which event, this Policy will cover only such ensuing loss or damage.
- g. Loss attributable to manufacturing or processing operations which result in damage to stock or materials while such stock or materials are being processed, manufactured, tested or otherwise being worked upon; all unless physical damage not otherwise excluded by this Policy ensues, in which event, this Policy shall cover only such ensuing damage.
- h. Deterioration, depletion, rust, corrosion, erosion, wet or dry rot, decay, evaporation, leakage, wear and tear, animal, insect or vermin damage, inherent vice or latent defect, shrinkage or change in color, flavor, texture or finish, extremes or changes of temperature damage or changes in relative humidity damage, all whether atmospheric or not; all unless physical damage not otherwise excluded by this Policy ensues, in which event, this Policy shall cover only such ensuing damage.
- i. Settling, cracking, shrinking, bulging, or expansion of pavements, foundations, walls, floors, or ceilings; all unless physical damage not otherwise excluded by this Policy ensues, in which event, this Policy will cover only such ensuing damage.
- j. Lack of incoming electricity, fuel, water, gas, steam, refrigerant, or outgoing sewerage, or incoming or outgoing data or telecommunications, all of which are caused by an **Occurrence** away from the **Location(s)** insured under this Policy, unless specifically provided herein and only to the extent provided herein.
- k. Costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.
- l.
 - i. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - ii. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
 - iii. Loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business, as a result thereof.

This exclusion shall not apply to any ensuing physical damage, not otherwise excluded, which itself results from a **Defined Peril** at the Insured **Location**.

- m. Error or omission in **Electronic Data and Media** machine programming or instructions, including, loss attributable to program design constraints, networking compatibility and original business applications.
- n. The failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:

- i. correctly recognize any date as its true calendar date;
- ii. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date; and/or
- iii. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

It is further understood that the Insurer will not pay for damage or consequential loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in a. above.

Such Damage or Consequential Loss described in a., b., or c. above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This exclusion shall not apply to any subsequent damage or consequential loss, not otherwise excluded, which itself results from a **Defined Peril** at the Insured **Location**.

- o. **Fungus, Mold(s), Mildew, Spores or Yeast**; or any spores or toxins created or produced by or emanating from such **Fungus, Mold(s), Mildew, Spores or Yeast**.
- p. Hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment, unless direct physical loss or damage not otherwise excluded by this Policy ensues, in which event, this Policy will cover only such ensuing loss or damage.
- q. Loss or damage arising out of:
 - i. Building or any part of a building that is in danger of falling down or caving in,
 - ii. Any part of a building that has separated from another part of the building, or
 - iii. A building or any part of a building that is standing which shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

However, the Company does cover loss or damage arising out of **Collapse**.

- r. **Equipment Breakdown** to vehicles or any equipment on vehicles, draglines, or excavation or construction equipment.
 - s. Loss or damage arising out of any peril for which the words NOT COVERED or for which an amount is not shown in Section I. Subparagraph E.
2. The Company does not insure for loss or damage caused by any of the following:
- a. Delay, loss of market, or loss of use.
 - b. Indirect, remote, or consequential loss or damage.
 - c. Mysterious disappearance or loss or shortage disclosed on taking inventory or any unexplained loss.
 - d. Voluntary parting with title or possession of any property, including voluntary parting which is the result of larceny, false pretenses, or any other similar act.

SECTION III - INSURED PROPERTY

- A. INSURED PROPERTY: Unless otherwise excluded, this Policy covers the following property while on the described **Locations** and within 1,000 feet thereof:

1. Real property, including new buildings and additions under construction at an Insured **Location**, and personal property in which the Insured has an insurable interest;
2. Improvements and betterments to buildings or structures in which the Insured has an insurable interest. Such improvements and betterments shall be considered real property;
3. Personal property, other than motor vehicles, of officers and employees of the Insured;
4. Personal property of others in the care, custody and control of the Insured, which the Insured is under obligation to keep insured for physical loss or damage of the type insured against under this Policy;
5. Contractor's and vendor's interests in property covered to the extent of the Insured's liability imposed by law or assumed by written contract prior to the date of direct physical loss or damage. However, such interests will not extend to any time element coverage provided by this Policy.

B. PROPERTY EXCLUDED: This Policy does not insure against loss or damage to:

1. Currency, money, notes, securities, stamps, furs, jewelry, precious metals, precious stones, and semi-precious stones. This exclusion does not apply to precious metals and precious stones used by the Insured for industrial purposes;
2. **Land**, land values, any substance in or on **Land**, or any alteration to the natural condition of the **Land**;
3. Water, except water which is normally contained within any type of tank, piping system or other process equipment;
4. Standing timber, growing crops, plants, lawns, trees, shrubs, or animals;
5. Drainage systems, pavements or roadways;
6. Vehicles licensed for highway use, watercraft, aircraft, and railroad rolling stock;
7. Property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers;
8. Property in transit, except expressly as provided elsewhere in this Policy;
9. Underground mines or mining shafts, any property, equipment, or mining property located below the surface of the ground;
10. Offshore oil rigs, platforms and property contained therein or thereon;
11. Satellites and spacecraft while on the launch pad, or after time of launch;
12. Dams, dikes, bridges, tunnels, reservoirs and canals;
13. Docks, piers and wharves;
14. Transmission and distribution lines of every type and description; except when located on the Insured premises or within one-thousand (1000) feet thereof;
15. Personal property in the care, custody, and control of the Insured when the Insured is acting as a bailee, a warehouseman, or a carrier for hire.

SECTION IV - VALUATION

Unless otherwise endorsed hereon, the property, as described below, will be valued as follows:

- A. For all property other than property specifically described in Subparagraph B. through M., inclusive, below: Adjustment of loss or damage shall be valued at the cost to repair or replace (whichever is less) at the time and place of the loss with materials of like kind and quality, without deduction for depreciation and/or obsolescence. The Insured may elect to rebuild on another site, provided that, such rebuilding does not increase the amount of loss or damage that would otherwise be payable to rebuild at the same site. Property that is not repaired or replaced within two (2) years after the date of loss (unless such requirement is waived by the Company in writing) will be valued at Actual Cash Value at the time and place of the loss.

- B. Stock in process will be valued at the cost of raw materials and labor expended plus the proper proportion of overhead charges.
- C. Finished goods manufactured by the Insured will be valued at the regular cash selling price at the location where the loss occurs, less all discounts and charges to which the merchandise would have been subject had no loss occurred.
- D. Raw materials, supplies and other merchandise not manufactured by the Insured will be valued at the replacement cost.
- E. **Valuable Papers and Records** will be valued at the cost to replace or restore the property with like kind and quality including the cost to research, gather and assemble information. If not replaced, the Company will only pay the blank value of the papers or records.
- F. **Electronic Data and Media** will be valued at the cost to replace or restore the property with like kind and quality including the cost to research, gather and assemble information. If not replaced, the Company will only pay the value of the blank media.
- G. Jigs and fixtures, dies, small tools, patterns, employees' personal property and personal property of third parties, the replacement cost if replacement cost values have been reported to the Company and if actually replaced; otherwise the actual cash value with proper deduction for depreciation and obsolescence; [but not to exceed the cost to repair or replace the property with material of like kind and quality].
- H. Leasehold improvements and betterments will be valued as follows;
 - 1. If repaired or replaced at the expense of the Insured within two (2) years after the date of the loss, the cost to repair or replace the damaged improvements and betterments;
 - 2. If not repaired or replaced within two (2) years after the date of the loss, a proportion of the Insured's original cost:
 The Company will determine the proportionate value as follows:
 - a. Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - b. Divide the amount determined in Subparagraph a. above by the number of days from the installation of improvements to the expiration of the lease.
 If the Insured's lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure; or
 - 3. Nothing if others pay for repairs or replacement.
- I. **Fine Arts** will be valued as follows:
 - 1. If there is no Agreed Value on file with the Company, then the lesser of:
 - a. The cost to repair or replace the **fine art**, or
 - b. The appraised value which will be determined as of the time of the loss.
 - 2. If there is an Agreed Value on file with the Company, then the Agreed Value on file with the Company.
- J. Accounts Receivable will be valued at the amount owed the Insured which the Insured is unable to collect from customers, and shall include:
 - 1. Any collection expenses over and above the normal collection costs;
 - 2. Interest charges on any loan to offset impaired collections pending repayment of such sums that cannot be collected; and
 - 3. Other reasonable and necessary expenses incurred by the Insured to recreate Accounts Receivable Records.

Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts shall be deducted in determining the recovery hereunder.

After payment of loss by the Company, all amounts recovered by the Insured on Accounts

Receivable for which the Insured has been paid will belong to and will be paid to the Company by the Insured up to the total amount of loss paid by this Company. All recoveries in excess of such amounts will belong to the Insured.

In the event it is possible to reconstruct the Insured's Accounts Receivable Records after they have been physically lost or damaged, so that no shortage in collection of Accounts Receivable is sustained, the Company shall only be liable for the costs of the material and the time required to reconstruct such records, with the exercise of due diligence and dispatch, but only to the extent that such amounts are not covered by any other insurance.

- K. Property for Sale: If, at the time of the loss, any real property is being offered for sale, the loss or damage to such property will be valued at the lesser of:
1. The cost to repair or replace the damaged property, or
 2. The price at which the property is offered for sale less the market value of the **Land**.
- L. Property in Transit: In case of loss, the basis of adjustment shall be:
1. Property shipped to or for the account of the Insured shall be valued at the actual invoice to the Insured, together with such costs and charges as may have accrued and become legally due on such property;
 2. Property which has been sold by the Insured and has been shipped to or for account of the purchaser (if covered hereunder) is valued at the amount of the Insured's selling invoice, including prepaid or advanced freight;
 3. Property of others not under invoice shall be valued at the actual market value at the point of destination on the date of the **Occurrence**, less any charges saved which would have become due and payable upon delivery at destination; or
 4. Property of the Insured not under invoice shall be valued in accordance with the valuation provisions of this Policy applying at the location from which such property is being transported, less any charges saved which would have become due and payable upon delivery at such destination.
- M. Contractor's equipment shall be valued at actual cash value, unless an agreed value applies.

With respect to Subparagraph A. through M., inclusive, unless otherwise specifically stated, the Company will compute the valuations at the time and place of the loss.

SECTION V - TIME ELEMENT COVERAGE GROSS EARNINGS

This Policy is extended to cover the actual loss sustained by the Insured during the Period of Interruption directly resulting from a Covered Cause of Loss to Insured Property.

- A. ACTUAL LOSS SUSTAINED: In the event the Insured is prevented from producing goods or from continuing its business operations or services and is unable:
1. To make up lost production within a reasonable period of time (not to be limited to the period during which production is interrupted), or
 2. To continue business operations or services,
- all through the use of any property or service owned or controlled by the Insured, or obtainable from other sources, whether the property or service is at an Insured **Location** or through working extra time or overtime at any other substitute location(s), including any other location(s) acquired for the purpose, then the Company shall be liable, subject to all other conditions of this Policy not inconsistent herewith for the actual loss sustained of the following during the Period of Interruption:
1. GROSS EARNINGS less all charges and expenses which do not necessarily continue during the interruption of production or suspension of business operations or services. For the purpose of this coverage, GROSS EARNINGS means:

- a. For manufacturing operations: The net sales value of production less the cost of all raw stock, materials and supplies utilized in such production; or
- b. For mercantile or non-manufacturing operations: The total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the Insured;
- c. Plus all other earnings derived from the operation of the business.

In determining net sales, in the event of loss hereunder, for mercantile or non-manufacturing operations, any amount recovered under Property Damage policies for loss or damage to or destruction of merchandise shall be included as though the merchandise had been sold to the Insured's regular customers.

In determining the amount of loss payable under this coverage, due consideration shall be given to the experience of the business before the Period of Interruption and the probable experience thereafter had no loss occurred, and to the continuation of only those normal charges and expenses that would have existed had no interruption of production or suspension of business operations or services occurred.

There is no coverage for any portion of the Insured's Ordinary Payroll expense unless a specified number of days for Ordinary Payroll is shown in Section I.E.22. In such case, the Company will pay Ordinary Payroll for that number of days only. Ordinary Payroll means the entire payroll expense for all employees of the Insured except officers, executives, department managers, employees under contract, and other essential employees.

2. EXPENSE TO REDUCE LOSS: Expenses, over and above normal operating expenses, necessarily incurred by the Insured in making up lost production or in reducing loss otherwise payable under this coverage are covered hereunder, but in no event shall this Company be liable for an amount greater than that for which it would have been liable had the Insured been unable to make up any lost production or to continue any business operations or services.
- B. PERIOD OF INTERRUPTION: In determining the amount payable under this coverage, the Period of Interruption shall be:
1. The period from the time of direct physical loss or damage insured against by this Policy to the time when, with the exercise of due diligence and dispatch, either:
 - a. normal operations resume, or
 - b. physically damaged buildings and equipment could be repaired or replaced and made ready for operations under the same or equivalent physical and operating conditions that existed prior to such loss or damage,whichever is less. Such period of time shall not be cut short by the expiration or earlier termination date of the Policy.
 2. In addition, if applicable, such time as may be required with the exercise of due diligence and dispatch:
 - a. To restore stock in process to the same state of manufacture in which it stood at the time of the initial interruption of production or suspension of business operations or services; or
 - b. To replace physically damaged or destroyed mercantile stock necessary to resume operations.
 - c. To replace raw materials and supplies in order to continue operations.However, the inability to procure destroyed mercantile stock or suitable raw materials and supplies to replace similar stock or materials and supplies physically damaged or destroyed shall not increase the Period of Interruption.
 3. For Property under construction: The time period between the anticipated date of substantial completion had no covered loss occurred and the actual date of completion. In calculating the amount of loss, due consideration will be given to the actual experience of the business compiled after substantial completion and start-up.

The Period of Interruption does not include any additional time:

1. Required for restaffing or retraining employees, or
2. Due to the Insured's inability to resume operations for reasons other than those enumerated in B.2.a. through B.2.c., inclusive, above, or
3. Required for making change(s) to the buildings, structures, or equipment for any reason except as provided in the Demolition and Increased Cost of Construction coverage, if such coverage is provided by this Policy.

C. ADDITIONAL TIME ELEMENT COVERAGES

1. EXTRA EXPENSE: This Policy is extended to cover the loss sustained by the Insured for Extra Expense during the Period of Interruption resulting from direct physical loss or damage from a Covered Cause of Loss to Insured Property utilized by the Insured. Extra Expense means:

- a. The reasonable and necessary Extra Expense incurred to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and
- b. The reasonable and necessary extra costs of temporarily using property or facilities of the Insured or others.

The Insured agrees to use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the Business Income and Extra Expense incurred under this Policy.

2. RENTAL VALUE: As respects Insured Property held for rental to others, this Policy is extended to cover the loss sustained during the Period of Interruption but not exceeding the reduction in Rental Value less charges and expenses which do not necessarily continue.

Rental Value means the sum of:

- a. The total anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured including taxes, rent based on percentage of sales, and other charges paid by tenants in respect of the leased premises; and
- b. The amount of all charges which, by the terms of a written lease, are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and
- c. The fair rental value of any portion of such property which is occupied by the Insured.

Due consideration will be given to the historic rental expenses prior to the loss and the probable expenses thereafter.

3. ROYALTIES: This Policy is extended to cover loss of income sustained by the Insured under a royalty, licensing fee, or commission agreement between the Insured and another party during the Period of Interruption arising out of direct physical loss or damage by a Covered Cause of Loss during the term of this Policy to real or personal property of such other party.
4. SOFT COSTS: For Property under Construction, this Policy is extended to cover Soft Costs incurred by the Insured during Period of Interruption (described in Section V., Paragraph B. above). Such Soft Costs must be attributable to the loss.

The Company will pay reasonable and necessary Soft Costs over and above those costs which would have been incurred by the Insured during the Period of Interruption had no loss occurred. Soft Costs means:

- a. The amount of actual interim or construction financing interest, including loan fees and other one time charges incurred to negotiate a new construction loan and/or extend the existing one;
- b. Realty taxes and ground rent if any;
- c. Advertising and promotional expenses;
- d. Cost of additional commissions;

- e. Architects, surveyors, legal, consulting engineers, or other fees not otherwise covered under this Policy;
 - f. Project administration expense, but not including development fees;
 - g. Insurance premiums; and
 - h. Finder's fee refunds.
5. CONTINGENT TIME ELEMENT: If direct physical loss or damage to the real or personal property of a direct supplier or direct customer of the Insured is damaged by a Covered Cause of Loss under this Policy, and such damage:
- a. wholly or partially prevents any direct supplier to the Insured from supplying their goods and/or services to the Insured, or
 - b. wholly or partially prevents any direct customer of the Insured from accepting the Insured's goods and/or services;

then this Policy is extended to cover the actual loss sustained by the Insured during the Period of Interruption with respect to such real or personal property. The property of the supplier or customer which sustains loss or damage must be of the type of property which would be Insured Property under this Policy.

This coverage applies to the Insured's direct suppliers or direct customers located in the COVERAGE TERRITORY.

6. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY: This Policy is extended to cover the actual loss sustained during the period of time when access to the Insured's real or personal property is prohibited by an order of civil or military authority, provided that such order is a direct result of a Covered Cause of Loss to real property not insured hereunder. Such period of time begins with the effective date of the order of civil or military authority and ends when the order expires, but no later than the number of days shown in Section I., Subparagraph E.6. In no event shall the Company pay more than the Sublimit shown in Section I., Subparagraph E.6.
7. INGRESS & EGRESS: This Policy is extended to cover the actual loss sustained during the period of time when ingress to or egress from the Insured's real or personal property is prohibited as a direct result of a Covered Cause of Loss to real property not insured hereunder. Such period of time begins on the date that ingress to or egress from real or personal property is prohibited and ends when ingress or egress is no longer prohibited, but no later than the number of days shown in Section I., Subparagraph E.17. In no event shall the Company pay more than the Sublimit shown in Section I., Subparagraph E.17.
8. EXTENDED PERIOD OF INDEMNITY: Coverage is provided for such additional length of time as is required to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the later of the following dates:
- a. the date on which the liability of the Company for loss or damage would otherwise terminate; or
 - b. the earliest date on which either normal operations resume, or repair, replacement, or rebuilding of the property that has been damaged is actually completed;

but in no event for a period of time exceeding the number of days specified in Section I., Subparagraph E.13. starting with later of a. or b. above. This Extended Period of Indemnity does not apply to any Additional Time Element Coverages.

With respect to Section V., Subparagraphs C.6. and C.7., if a Covered Cause of Loss results in coverage under both Additional Time Element Coverages, the Company will only pay for loss under one of the two Additional Time Element Coverages, whichever the First Named Insured selects.

D. ADDITIONAL EXCLUSIONS: Section V - Time Element Coverage does not cover:

- 1. IDLE PERIODS - Any loss during any period in which goods would not have been produced, or business operations or services would not have been maintained, for any reason other

than direct physical loss or damage from a Covered Cause of Loss to which this coverage applies;

2. REMOTE LOSS -

- a. Any increase in loss due to the suspension, cancellation, or lapse of any lease, contract, license or order,
- b. Any loss due to fines or damages for breach of contract or for late or non-completion of orders or penalties of whatever nature, or
- c. Any increase in loss due to interference at the Insured's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the re-occupancy of the premises,

Nor shall the Company be liable for any other consequential or remote loss, other than as specifically provided in this Section V;

3. FINISHED PRODUCTS - Any loss resulting from loss or damage to finished products manufactured by the Insured nor for the time required for their reproduction;

4. TRANSIT - Any loss resulting from loss or damage to property in transit.

SECTION VI - ADDITIONAL COVERAGES

The following additional coverages are subject to the terms and conditions of this Policy, including, the deductibles and sublimits of liability corresponding to each such additional coverage shown in Section I. These sublimits are part of, and not in addition to sublimits and limits of liability of this Policy, including, but not limited to, the **Earth Movement, Flood,** or Named Storm Sublimits of Liability provided herein, if applicable.

A. ACCOUNTS RECEIVABLE: This Policy covers any shortage in the collection of Accounts Receivable directly resulting from direct physical loss or damage insured by this Policy to Accounts Receivable Records.

The Company shall be liable for:

1. Any collection expenses over and above the normal collection costs.
2. Interest charges on any loan to offset impaired collections pending repayment of such sums that cannot be collected.
3. Other reasonable and necessary expenses incurred by the Insured to recreate Accounts Receivable Records.

Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts shall be deducted in determining the recovery hereunder.

All amounts recovered by the Insured on Accounts Receivable outstanding at the time of such loss or damage shall belong and be paid to the Company by the Insured up to a total not exceeding the amount of loss paid hereunder, but all recoveries exceeding that amount shall be for and belong to the Insured.

In the event it is possible to reconstruct the Insured's Accounts Receivable Records after they have been physically lost or damaged, so that no shortage in collection of Accounts Receivable is sustained, the Company shall be liable only for the cost of blank Accounts Receivable Records and the time required, with the exercise of due diligence and dispatch, to reestablish and/or reconstruct such Accounts Receivable Records, but only so far as not covered by any other insurance.

This extension of coverage does not apply to loss due to:

1. Bookkeeping, accounting or billing errors and omissions; and
2. Alteration, falsification, manipulation, concealment, destruction, or disposal of Accounts Receivable Records committed to conceal the wrong giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

- B. **DEBRIS REMOVAL:** This Policy covers the necessary and reasonable expense of removal from the Insured **Locations** of debris of Insured Property remaining as a result of direct physical loss or damage insured against under this Policy when the Insured gives written notice of such direct physical loss or damage to the Company, no later than 180 days after the loss. There is no liability for the expense of removing contaminated or polluted uninsured property, nor the Pollutant or Contaminant therein or thereon, whether or not the contamination results from an insured event.
- C. **DEMOLITION AND INCREASED COST OF CONSTRUCTION:** In the event of direct physical loss or damage covered under this Policy that results in the enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property, the Company shall pay:
1. Under Demolition Coverage A: For the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building;
 2. Under Demolition Coverage B: For the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property;
 3. Under Demolition Coverage C: For the increased cost of repair or replacement of the damaged building and undamaged part of the same building, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or replacement of the damaged building. However, this Company shall not be liable for any such increased cost of construction unless the damaged building is actually rebuilt or replaced;

The Company shall not be liable for any cost of demolition or increased cost of replacement, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating any form of contamination or pollution.

- D. **ELECTRONIC DATA AND MEDIA:** This Policy is extended to cover direct physical loss or damage to **Electronic Data and Media**.
- E. **ERRORS OR OMISSIONS:** This Policy is extended to cover direct physical loss or damage at **Locations** within the Coverage Territory that are owned, leased or operated by the Insured, if such loss or damage is not payable under this Policy solely due to:
1. Any error or unintentional omission in the description of the address of the property whether made at the inception of the policy period or subsequent thereto; or
 2. Failure through any error or unintentional omission to:
 - a. Include any **Location** of the Insured at the inception of the Policy; or
 - b. Report any newly acquired location before the period of automatic coverage provided under this Policy for Newly acquired location(s) expires.

With respect to Subparagraphs 1. and 2. above, this Errors or Omissions Additional Coverage does not allow the Insured or its representative to correct any value shown in the Statement of Values after a covered loss.

This Policy covers such direct physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made.

It is a condition of this additional coverage that any error or unintentional omission be reported by the Insured to the Company when discovered.

There is no coverage under this Paragraph for loss or damage which is covered under Newly Acquired Property or Miscellaneous Unnamed **Locations** provisions of this Policy.

- F. **FINE ARTS:** This Policy is extended to cover direct physical loss or damage to **fine arts**. However, no coverage is provided for:
1. Breakage of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture; antique jewelry or similar fragile articles, unless such breakage is caused by a **Defined Peril** at the Insured **Location**; or

2. Loss or damage as a result of restoring, repairing, or retouching processes.

G. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES: This Policy covers the following expenses resulting from a Covered Cause of Loss:

1. Fire brigade charges and any extinguishing expenses which the Insured incurs;
2. Loss and disposal of fire extinguishing materials expended.

There is no coverage for any costs incurred as a result of a false alarm.

H. LEASEHOLD IMPROVEMENTS & BETTERMENTS: This Policy is extended to cover the value of undamaged tenant's improvements and betterments when the Insured's lease is cancelled by the Insured tenant or lessor; acting under a valid condition of the lease due to direct physical loss or damage to building or personal property caused by or resulting from a Covered Cause of Loss at an Insured **Location**. No sublimit of liability applies to this additional coverage, but in no event, will the Company be liable for an amount in excess of the applicable sublimit of liability specified for the Leasehold Interest, if any.

I. LEASEHOLD INTEREST: If Insured Property is: (1) rendered wholly or partially untenable by a Covered Cause of Loss during the Policy period and (2) the Insured's lease is canceled by a party, other than the Named Insured, or an entity with any common ownership of the Named Insured, in accordance with the conditions of the lease or as a result of a statutory requirement of the appropriate jurisdiction in which the damaged or destroyed Insured Property is located, then this Policy is extended to cover **The Interest of the Insured as Lessee** or **The Interest of the Insured as Lessor**, whichever is applicable, but only for the first three months succeeding the date of the loss and the **Net Lease Interest** shall be paid for the remaining months of the unexpired lease.

Recovery under this additional coverage shall be the pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

1. The amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease;
2. Improvements and betterments to real property which are not covered under any other section of this Policy; and
3. The amount of advance rental paid by the Insured and not recoverable under the terms of the lease.

Definitions: The following terms, wherever used in this section shall mean:

1. **The Interest of the Insured as Lessee** is defined as:

- a. the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and
- b. the rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this Policy, over and above the rental expenses specified in the lease between the Insured and the lessor.

2. **The Interest of the Insured as Lessor** is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this Policy.

3. **Net Lease Interest** is defined as that sum, which placed at 6% interest compounded annually will be equivalent to **The Interest of the Insured as Lessee or Lessor**.

The Company shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this additional coverage.

J. LIMITED POLLUTION COVERAGE: This Policy is extended to cover the reasonable and

necessary additional expense incurred to remove, dispose of, or clean-up the actual presence of **Pollutants or Contaminants** from **Land** or water at an Insured **Location** when such **Land** or water is contaminated or polluted due to a Covered Cause of Loss at the Insured Location. There will be no coverage unless such expenses are reported to the Company within 180 days after the date of such Covered Cause of Loss.

K. **NEWLY ACQUIRED PROPERTY:** This Policy covers real or personal property of the type insured under this Policy that is rented, leased, or purchased by the Insured after the inception date of this Policy. Coverage under this additional coverage ceases at the earlier of the following dates:

1. Ninety (90) days from the date of acquisition or lease of such property or such other number of days shown in Section I for Newly Acquired Property, if applicable, or
2. When the newly acquired location is bound by the Company; or
3. The Company notifies the Insured that it will not bind the newly acquired location.

There is no coverage for any property that is partially or wholly insured under any other insurance.

There is no coverage under this Paragraph for loss or damage which is covered under the Error or Omissions or Miscellaneous Unnamed **Locations** provisions of this Policy.

L. **PAIRS OR SETS:** If two or more components or parts are necessary for a whole or complete product, then this Policy covers reduction in value of insured components or parts of products due to direct physical loss or damage insured against by this Policy to the other insured components or parts of such products.

No sublimit of liability applies to this additional coverage.

M. **PROFESSIONAL FEES:** This Policy is extended to include reasonable and necessary expenses incurred by the Insured for preparing and certifying particulars or details of the insured's business in order to determine the amount of loss payable under this policy. This Policy is extended to include reasonable and necessary fees charged by the Property Manager for handling the claim.

There shall be no coverage under this policy for expenses incurred by the Insured in utilizing the services of Attorneys, Public Adjusters, Insurance Agents or Brokers, or any of their subsidiary, related or associated entities. This Policy also excludes any fees or costs for consultation on coverage or negotiation of claims, and the costs or expenses of overhead or operating expenses of any Insured, including salaries of such Insured's employees.

N. **PROPERTY REMOVED FROM INSURED LOCATIONS:** This Policy covers direct physical loss or damage to personal property of the Insured by a Covered Cause of Loss at any **Location** within the Coverage Territory when removed from the Insured **Locations** for the purpose of being repaired or serviced, excluding:

1. Personal property insured under another Policy or floater;
2. Personal property excluded under this Policy; or
3. Personal property removed from the Insured **Locations** for normal storage or processing or preparation for sale or delivery.

O. **SERVICE INTERRUPTION:** This Policy is extended to cover physical loss or damage to Insured Property and/or Time Element Coverage arising from a Covered Cause of Loss to: (1) incoming electrical, gas, water, or telecommunication equipment or outgoing sewer or (2) electrical, telecommunication, fuel, water, steam, refrigeration, or other service transmission lines, all situated outside the Insured **Locations**.

There shall be no loss payable under this Additional Coverage unless the interruption exceeds the qualifying period shown in Section I., Subparagraph E.24. In such case, the loss shall be measured from date and time of the loss. With respect to any Time Element Coverage provided herein, the Period of Interruption ends when: (1) incoming electrical, gas, water, or telecommunication equipment or outgoing sewer or (2) electrical, telecommunication, fuel, water, steam, refrigeration, or other service transmission lines is restored.

The Sublimit set forth in Section I., Subparagraph E.24. applies to all loss or damage to Insured Property and Time Element Coverage combined arising out of one Service Interruption. None of the Additional Time Element Coverages set forth in Section V., Paragraph C. apply to the Time Element Coverage provided herein.

P. SPOILAGE: This Policy is extended to cover spoilage as a direct result of a Covered Cause of Loss. The Company shall be liable for direct physical loss or damage to:

1. **Perishable goods** due to spoilage; or
2. **Perishable goods** due to contamination from the release of refrigerant including, but not limited to, ammonia.

If the Insured is unable to replace the **perishable goods** before its anticipated sale, payment will be determined on the basis of the sales price of the **perishable goods** at the time of the loss, less discounts and expenses that otherwise would have applied. Otherwise payment will be determined in accordance with Section IV - Valuation of this Policy.

Perishable goods means personal property:

1. Maintained under controlled conditions for its preservation, and
2. Susceptible to loss or damage if the controlled conditions change.

Q. TRANSIT: This Policy is extended to cover personal property, not otherwise excluded by this Policy, while such property is in transit.

It is agreed that coverage under this extension shall include the following:

1. Personal property shipped to customers on F.O.B., C & F, or similar terms. The Insured's contingent interest in such shipments is admitted.
2. The interest of the Insured in, and legal liability for personal property of others in the actual or constructive custody of the Insured.
3. Personal property of others sold by the Insured which the Insured has agreed prior to loss to insure during course of delivery.

It is agreed that the following additional exclusions apply to coverage as provided under this additional coverage;

1. Samples in the custody of salespersons or selling agents.
2. Property insured under import or export ocean cargo policies.
3. Waterborne shipments via the Panama Canal or waterborne to and from the United States territories or possessions, Alaska, Puerto Rico, and Hawaii.
4. Shipments made by air unless via regularly scheduled airlines.
5. Property shipped by mail.
6. Property of others, including the Insured's legal liability therefor, hauled on vehicles owned, leased, or operated by the Insured when acting as a common or contract carrier as defined by the Interstate Commerce Commission Regulations or other state regulatory agencies.
7. Any transporting vehicle or conveyance.

This additional coverage attaches from the time the property leaves the original point of shipment for the commencement of transit and covers thereafter continuously in the due course of transit within the Coverage Territory until delivered at destination.

Coverage on export shipments not insured under ocean cargo policies does not extend beyond the time when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies does not attach until after discharge from overseas vessels or aircraft.

This additional coverage does not cover or apply to delay, loss of market, or any Time Element coverage.

Permission is granted to the Insured without prejudice to this insurance to accept the ordinary bills of lading used by carriers, including released and/or undervalued bills of lading and/or shipping or messenger receipts. The Insured may waive subrogation against railroads under sidetrack agreements, but the Insured shall not enter into any special agreement with carriers releasing them from their common law or statutory liability.

- R. VALUABLE PAPERS AND RECORDS: This Policy is extended to cover **Valuable Papers and Records**.

SECTION VII - CONDITIONS

- A. ABANDONMENT: There can be no abandonment to the Company of any property.
- B. ADJUSTMENT OF LOSSES and FIRST NAMED INSURED CLAUSE: Loss or damage shall be adjusted with and payable to the First Named Insured, subject to any certificates of insurance on file with the Company which require payment to a loss payee or mortgagee.

If this Policy insures more than one entity, the First Named Insured is authorized to act on behalf of all other Insureds with respect to their rights, obligations, and duties under this Policy. Payment of loss or return premium under this Policy to the First Named Insured shall satisfy the Company's obligations with respect to all Insureds.

- C. APPRAISAL: If the Company and the Insured disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the replacement cost and actual cash value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
 2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, it is without prejudice to the Company's rights under the terms and conditions of the Policy and the Company's right to deny the claim.

- D. ASSIGNED ADJUSTER: It is hereby agreed that the following shall be designated as the ACCOUNT CLAIM ADJUSTER for all claims reported under this policy provided that he/she agrees to be subject to and fully comply with the Lexington Insurance Company's "Claim Handling Guidelines for Independent Adjusters Protocol". The ACCOUNT CLAIM ADJUSTER may not re-assign any claim(s) without the prior approval of the Company.

Lexington Insurance Company reserves the right to associate a Lexington/AIG staff adjuster with the ACCOUNT CLAIM ADJUSTER as respects any claim or claims. Lexington retains the right to terminate the below named ACCOUNT CLAIM ADJUSTER for lack of compliance with the aforementioned Guidelines Protocol or for lack of performance at the discretion of the company. In such event, or in the event that the below named ACCOUNT CLAIM ADJUSTER becomes unwilling or unable to perform, a replacement ACCOUNT CLAIM ADJUSTER will be selected by the mutual agreement of the Company and Named Insured.

Adjuster Name:

Adjusting Firm

- E. ASSIGNMENT: The Insured may not be assign this Policy without the Company's prior written consent.
- F. BRANDS AND LABELS: If branded or labeled merchandise covered by this Policy is physically damaged and the Company elects to take all or any part of such merchandise at the value established by the terms of this Policy, the Insured may, at their own expense, stamp "SALVAGE" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise, but the Insured must re-label the merchandise or containers in compliance with the requirements of law.

G. CANCELLATION:

1. This Policy can be canceled by the First Named Insured by providing the Company with:
 - a. An advanced written request for cancellation stating when the cancellation shall be effective, and
 - b. The original Policy or a lost policyholder release signed by the First Named Insured or its legal representative.
2. This Policy may be canceled by the Company by giving to the Insured at least **SIXTY (60)** days written notice of cancellation or in the case of non-payment of premium, at least ten (10) days' written notice of cancellation. Such notice may be accompanied with the unearned premium, or if not included, the Company shall return the unearned premium upon demand by the First Named Insured.
3. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. If this Policy is canceled, the Company will send the First Named Insured any premium refund due. If the Company cancels, the refund will be pro rata. If the First Named Insured cancels, earned premium will be calculated in accordance with the customary short-rate table and procedure, subject to the Minimum Earned Premium shown on the Declarations. The cancellation will be effective even if the Company has not made or offered a refund.

H. **CONTROL OF DAMAGED MERCHANDISE:** The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this Policy are fit for normal intended use or consumption. No goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained by the Insured on any sale or other disposition of such goods. The Insured shall have full right to the possession of and retain control of all goods involved in any loss under this Policy.

I. **CURRENCY:** Any amount of money specified in the Policy, including Limits of Liability, Deductibles and Premiums shall be considered to be in the currency of the country in which the property is located. However, if the risk is located in a country other than the United States or Canada, then the Limits of Liability, Deductibles and Premiums specified shall be in United States funds.

J. **DIVISIBLE CONTRACT:** Subject to Condition L., if the **Locations** described in this Policy include two or more buildings or the contents of two or more buildings, the breach of any condition of this Policy in respect to any one or more of the buildings insured or containing the Insured Property, shall not prejudice the right to recover for direct physical loss or damage occurring in any building insured or containing the Insured Property where, at the time of such loss or damage, a breach of condition does not exist.

K. **INSPECTION AND AUDIT:** The Company, at all reasonable times during this Policy period, shall be permitted but not obligated to inspect the property insured by this Policy. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute any undertaking by the Company, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe or healthful or that they comply with any law, rule or regulation.

The Company may also examine and audit the Insured's books and records at any reasonable time during the Policy period and within one year after the Policy termination, as long as such examination and audit relate to the subject matter of this Policy.

L. **MISREPRESENTATION AND FRAUD:** This entire Policy shall be void if, whether before or after a loss, the Insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud, or false swearing by the Insured relating thereto.

M. **OTHER INSURANCE/EXCESS INSURANCE/UNDERLYING INSURANCE:** In the event there is other insurance covering loss or damage insured under this Policy, then this Policy shall apply

only as excess and in no event as contributory insurance (unless this Policy is specifically written to be contributory insurance), and then only after all other insurance has been exhausted, whether or not such insurance is collectible. Permission is granted for the Insured to purchase Excess Insurance over the limits provided by this Policy, and underlying insurance on all or any part of the deductibles of this Policy.

N. PROTECTION AND PRESERVATION OF PROPERTY:

In case of actual or imminent direct physical loss or damage by a Covered Cause of Loss, the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of Insured Property hereunder shall be added to the total direct physical loss or damage otherwise recoverable under this Policy, but shall be subject to the applicable deductible, sublimit of liability and the **Policy Limit**.

O. REINSTATEMENT OF LIMITS: Except for any Covered Cause of Loss which is subject to an annual aggregate limit or sublimit of liability, payment of a claim will not reduce the amount payable under this Policy for any subsequent covered loss.

P. REQUIREMENTS IN CASE OF LOSS: The Insured shall:

1. Give prompt written notice of any loss or damage to the Company,
2. Promptly contact the applicable authority having jurisdiction in the event a law has been broken, and promptly file a written report with such authority,
3. Protect the property from further loss or damage,
4. Separate the damaged and undamaged personal property,
5. Maintain such property in the best possible order, and
6. Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed,
7. Furnish all other documents or insurance policies that the Company may reasonably require,
8. Allow the Company to access and inspect any of the damaged or undamaged property, and
9. Submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or any claim;

Within sixty (60) days after the Company's request, the Insured shall provide the Company with a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following:

1. The time and origin of the loss,
2. The interest of the Insured and of all others in the property,
3. The value of each item thereof determined in accordance with the Valuation Provisions of this Policy and the amount of loss thereto and all encumbrances thereon,
4. All other contracts of insurance, whether collectible or not, covering any of said property, and
5. Any changes in the title, use, occupation, location, possession or exposures of said property subsequent to the issuance of this Policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss whether or not it then stood on leased ground.

Q. REVIEW OF VALUES: The Insured shall provide this Company at Policy inception and each subsequent anniversary date of this Policy, a Statement of Values which consists of the current 100% Property and Time Element values for all Insured **Locations**.

Such values shall be reported separately for each **Location**, with separate figures shown for each type of coverage at each **Location**. The property values shall be shown on a Replacement Cost Basis for property which is covered on a Replacement Cost Basis and on an Actual Cash

Value basis for other property. The value of stock and supplies to be included in the property values shall be in accordance with the Valuation clause contained in this Policy and shall be based on the approximate average of the stock and supplies on hand during the twelve months immediately preceding the annual review of values. Time Element values (if applicable) shall be forwarded in accordance with the terms of the applicable Time Element provisions.

Upon inception and at each anniversary date of this Policy, the Annual Premium shall be due and payable to the Company. Receipt of said Statement of Values by this Company shall be considered as authorization by the Insured for premiums under this Policy to be calculated.

The premium for this Policy is based upon the Statement of Values on file with the Company, or attached to this Policy.

- R. SALVAGE AND RECOVERIES: All salvages, recoveries, and payments, excluding proceeds from subrogation and underlying insurance recovered or received prior to a loss settlement under this Policy, shall reduce the loss accordingly.
- S. SERVICE OF SUIT: In the event of the Company's failure to pay any amount claimed to be due hereunder, the Company, at the Insured's request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, Massachusetts 02110 or his or her representative, and that in any suit instituted against the Company upon this Policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office as the Company's true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by the Insured or on the Insured's behalf or any beneficiary hereunder arising out of this Policy of insurance and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- T. SETTLEMENT OF CLAIMS: The amount of loss for which the Company may be liable shall be payable within thirty (30) days after proof of loss, as herein required, is received and accepted by the Company and ascertainment of the amount of loss is made either by agreement between the First Named Insured and the Company or an amount is determined by binding Appraisal in accordance with the provisions of this Policy.

The Company shall have the option to take all, or any part of the property at the agreed or appraised value, or to repair, rebuild or replace the property physically lost or damaged with other of like kind and quality, within a reasonable time, on giving notice of its intention so to do within sixty (60) days after receipt of the proof of loss herein required.

- U. SUBROGATION: The Company may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by the Company, but the Company shall not acquire any rights of recovery which the Insured has expressly waived in writing prior to loss nor shall such waiver in writing affect the Insured's rights under this Policy.

Any recovery as a result of subrogation proceedings arising out of an **Occurrence**, after expenses incurred in such subrogation proceedings are deducted, shall accrue to the Insured in the proportion that the deductible amount and/or any provable uninsured loss amount bears to the entire provable loss amount.

The Insured will cooperate with the Company and, upon the Company's request and expense will:

1. Attend hearings and trials;
 2. Assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting suits.
- V. **SUIT AGAINST COMPANY:** No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this Policy, nor unless the same be commenced within twenty four (24) months next after the date of the loss, provided however, that if under the laws of the jurisdiction in which the property is located such time limitation is invalid, then any such claims shall be void unless such action, suit or proceedings is commenced within the shortest limit of time permitted by the laws of such jurisdiction.
- W. **SUSPENSION:** Upon the discovery of a dangerous condition with respect to **Equipment Breakdown** to any Insured Property under this Policy, any representative of the Company may immediately suspend the insurance against loss from an Accident to such property or part thereof by giving written notice mailed or delivered to the Insured at the address of the Insured as specified in Section I, or at the location of such property. The insurance so suspended may be reinstated by the Company, but only by an endorsement issued to form a part of this Policy. The Insured shall be allowed the return of the unearned portion of the premium paid for such suspended insurance, prorata for the period of suspension.
- X. **TERRITORIAL LIMITATIONS:** Payment of loss under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").
- Y. **TITLES OF PARAGRAPHS:** The titles of the various paragraphs of this form (and of endorsements included in this Policy) are solely for reference and shall not in any way affect the provisions to which they relate.
- Z. **VACANCY:** The Insured has permission to cease business operations or to have any insured building remain vacant or unoccupied, provided that, fire protection, security and alarm services are maintained and written notice is given to the Company prior to the one-hundred twentieth (120th) consecutive day of cessation of business operations, vacancy or lack of occupancy. The insured building is considered vacant or unoccupied when it does not contain adequate Insured Property to conduct customary business operations, but this provision shall not apply to any time period when customary business operations are suspended due to circumstances that are usual to such business operations.

SECTION VIII - POLICY DEFINITIONS

- A. **Aircraft or Vehicle Impact** means only physical contact of an aircraft, spacecraft, self-propelled missile, or objects falling therefrom, or vehicle or an object thrown up by a vehicle.
- B. **Collapse** means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- C. **Defined Peril** means Fire; Lightning; **Explosion; Windstorm; Hail; Smoke; Aircraft or Vehicle Impact; Riot, Strike or Civil Commotion; Vandalism and Malicious Mischief; Collapse** (unless otherwise excluded under Section II - Perils Excluded, Subparagraph B.1.q.); or **Leakage From Fire Protection Equipment**.
- D. **Earth Movement** means any natural or manmade:
1. Earthquake, including any earth sinking, rising or shifting related to such event;
 2. Landslide, including any earth sinking, rising or shifting related to such event;
 3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
 4. Earth sinking rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include

contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface;

5. Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, sinkhole collapse, subsidence;

and includes tsunami.

- E. **Earth Movement Counties:** As referenced in this Policy, designated Earthquake Zones shall be defined as all **Locations** situated within the States or Counties as specified below;

1. **Pacific Northwest Earthquake Zone Counties**

Washington: Clallum, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston and Whatcom

2. **New Madrid Earthquake Zone Counties**

Arkansas: Clay, Craighead, Crittenden, Cross, Greene, Jackson, Lawrence, Randolph, Sharp, Mississippi, Poinsett

Illinois: Alexander, Massac, Pulaski, Union, Williamson, Johnson, Pope, Saline, Jackson, Franklin, Perry, Hardin, Randolph, Monroe, St Clair, Washington, Clinton, Bond Madison, Jefferson

Indiana: Posey, Vanderburgh, Gibson, Warrick, Pike

Kentucky: Ballard, Carlisle, Fulton, Graves, Hickman, Livingston, McCracken, Marshall, Calloway

Mississippi: Desoto, Tunica, Marshall, Tate, Coahoma, Bolivar

Missouri: Bollinger, Butler, Cape Girardeau, Dunklin, Mississippi, New Madrid, Pemiscot, Scott, Stoddard, St. Louis, St Francois, St Charles, Jefferson, Franklin, Warren, Washington, Iron, Wayne, Reynolds, Madison, St Genevieve and Perry

Tennessee: Crockett, Dyer, Haywood, Lake, Lauderdale, Obion, Shelby, Tipton, Gibson, Madison, Fayette, Hardeman

- F. **Electronic Data and Media** means data, messages, information, coding, programs, instructions or any other software stored on electronic, electromechanical, electromagnetic data processing or electronically controlled production equipment and distributed by means of a computer network or is produced in a format for use with a computer.

- G. **Equipment Breakdown** means direct physical damage to Insured Property that is the direct result of an Accident. Accident means a fortuitous event that causes direct physical loss or damage to Insured Property. The event must be one of the following:

1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
2. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the Insured, or operated under the control of the Insured;
4. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
5. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment

- H. **Explosion:** Explosion does not include loss or damage occasioned by or incident to explosion in or of the following equipment owned, operated or controlled by the Insured;

1. Steam boiler, steam turbines, steam engines, and steam pipes interconnecting any of the foregoing;
2. Moving or rotating machinery or parts thereof when such direct loss or damage is caused by centrifugal force or mechanical breakdown;

3. Combustion gas turbines;
4. Any products manufactured by the Insured or other property attached thereto or forming or to form a part thereof undergoing pressure tests to the extent of the loss to such property.

Explosion will include loss or damage arising or resulting from;

1. The explosion of accumulated combustible gases or unconsumed fuel within the furnace of a boiler or pressure vessel, other than combustion gas turbines, or within the flues or passages which conduct the gases of combustion therefrom;
2. A combustion explosion outside of any equipment excluded above even though such combustion explosion may have been the direct result of the explosion or such excluded equipment.

The following are not explosions within the intent or meaning of this definition;

1. Electric arcing or any coincident rupture of electrical equipment due to such arcing;
2. Bursting or rupture caused by freezing;
3. Sonic shock waves, generally known as Sonic Boom;
4. Bursting, rupture or collapse of any safety disc, rupture diaphragm or fusible link.

- I. **Fine Arts** means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money and securities.

Fine Arts does not mean and does not include any item which would qualify as **Valuable Papers and Records**.

- J. **Flood** means, whether natural or manmade, **Flood** waters, surface water, waves, tide or tidal water, overflow or rupture of a dam, levy, dike, or other surface containment structure, storm surge, the rising, overflowing or breaking of boundaries of natural or manmade bodies of water, or the spray from any of the foregoing, all whether driven by wind or not. A tsunami shall not be considered a **Flood**.

- K. **Fungus, Mold(S), Mildew, Spores Or Yeast:**

Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

Mold includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

Spore means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

- L. **Land** means land except land for which values are reported and premiums are charged hereunder, such as dikes, levees, and other surface containment structures. Surface containment structures are not land to a depth of six inches below such surface containment structures.

- M. **Leakage From Fire Protection Equipment** means direct physical loss or damage from:

1. Water or other substances discharged from within any part of the **Fire Protection Equipment** for the Insured **Location** or for any adjoining **Locations**;
2. Collapse or fall of tanks forming a part of the **Fire Protection Equipment** or the component parts or supports of such tanks.

The term **Fire Protection Equipment** includes tanks, water mains, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include;

1. Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

2. Any underground water mains or appurtenances located outside of the Insured **Location** and forming a part of the public water distribution system;
3. Any pond or reservoir in which the water is impounded by a dam.

N. **Location** means the location as specified in the Statement of Values, but if not so specified, location means any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by public streets, clear **Land** space or open waterways, each not less than fifty feet wide. Any bridge or tunnel crossing such street, space or waterway shall render such separation inoperative for the purpose of this definition.

O. **Miscellaneous Unnamed Location(s)** means a location that has not been included in the Statement of Values on file with the Company and has not been reported to the Company as may be required in the Policy provisions elsewhere.

There is no coverage under this Paragraph for loss or damage which is covered under the Error or Omissions or Newly Acquired Property provisions of this Policy.

P. **Occurrence** means any one loss, disaster, casualty, incident or series of losses, disasters, casualties or incidents, not otherwise excluded by this Policy and arising out of a single event or originating cause and includes all resultant or concomitant insured losses. The **occurrence** must occur during the policy period.

If more than one event for **Windstorm, Hail, Named Storm, Riot, Strike or Civil Commotion, Vandalism and Malicious Mischief, Earth Movement, Flood** or Terrorism covered by this Policy occurs within any period of seventy-two (72) hours during the term of this Policy, such covered events shall be deemed to be a single **Occurrence**. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the time when the first loss occurs to the Insured Property.

Q. **Pollutants or Contaminants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

R. **Riot, Strike or Civil Commotion** means riot and civil commotion including;

1. Acts of striking employees while occupying the Insured **Location**; and
2. Pilferage or looting occurring at the time and place of a riot or civil commotion.

S. **Smoke** means loss or damage ensuing from a sudden and accidental release of **Smoke**. The peril of **Smoke** does not include loss or damage caused by **Smoke** from agricultural smudging or industrial operations.

T. **Valuable Papers and Records** means documents that are written, printed, or otherwise inscribed. These include:

1. Books, manuscripts, abstracts, maps and drawings; film and other photographically produced records, such as slides and microfilm;
2. Legal and financial agreements such as deeds and mortgages;
3. Addressograph plates; and
4. Any electrically produced data such as printouts, punched cards, tapes or discs.

Valuable Papers and Records does not mean money and securities and converted data, programs or instructions used in data processing operations, including the materials on which the data is stored.

Valuable Papers and Records does not mean and does not include any item which would qualify as **Fine Arts**.

- U. **Vandalism and Malicious Mischief** means willful and malicious damage to, or destruction of, Insured Property. **Vandalism and Malicious Mischief** does not include loss or damage caused by or resulting from theft, except for real property loss or damage caused by the breaking or exiting of burglars.
- V. **Windstorm or Hail:** Direct action of wind or by the direct action of hail, whether accompanied by wind or not, but no liability is assumed under these perils for:
1. Loss or damage caused by or resulting from frost or cold weather, ice (other than hail), snow or sleet, whether driven by wind or not;
 2. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters;
 3. Loss or damage caused when weight of snow, rainwater, ice or sleet is a contributing factor to the fall or collapse of a building or structure or any part thereof.


Secretary


President

ENDORSEMENT

This endorsement, effective 12:01 AM 07/01/2015

Forms a part of policy no.: 023175968

Issued to: SAN ANTONIO ISD

By: LEXINGTON INSURANCE COMPANY

ECONOMIC SANCTIONS ENDORSEMENT

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT #001

This endorsement, effective 12:01A.M., 07/01/2015

Forms a part of Policy No.: 023175968

Issued to: SAN ANTONIO ISD

By: LEXINGTON INSURANCE COMPANY

**GENERAL CHANGE ENDORSEMENT
TO FORM PR8371 MANUSCRIPT DOMESTIC PROPERTY POLICY**

NOTE: Terms that are bolded in this General Change Endorsement are defined in the Policy or this Endorsement.

This endorsement modifies insurance provided by the Policy as follows:

**1. VEHICLE PHYSICAL DAMAGE COVERAGE EXTENSION ENDORSEMENT
(ON-PREMISES COVERAGE)**

This endorsement modifies insurance provided by the policy:

- I. Subparagraph 3. is added to Paragraph B., PERILS EXCLUDED: of **SECTION II – COVERED CAUSES OF LOSS** as follows:
 3. The Company does not insure for loss or damage to a covered vehicle licensed for highway use caused by collision of such covered vehicle with any other vehicle or property.
 4. The Company does not insure for loss or damage to a covered vehicle licensed for highway while over the road
- II. Subparagraph 6. of Paragraph B., PROPERTY EXCLUDED: of **SECTION III – INSURED PROPERTY** is deleted in its entirety and replaced with the following:
 6. (a) Vehicles licensed for highway use, unless located within 1000 feet of the Insured **Location**, or (b) watercraft, aircraft and railroad rolling stock;
- III. Subparagraph N. is added to **SECTION IV – VALUATION** as follows:
 - N. Covered vehicles licensed for highway use within 1000 feet of the Insured **Location** will be valued at the least of the following:
 1. The actual cash value of the damaged or stolen property at the time and place of the loss;
 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality at the time and place of the loss; or

3. The reported value shown in the Schedule corresponding to the damaged or stolen covered vehicle.

All other terms and conditions of the policy remain the same.

2. ADDITIONAL SUBLIMITS

The following shall be added as additional Sublimits of Liability to this policy per Occurrence:

\$ 250,000	Per Occurrence for Personal Property of Others
\$ 27,886,732	Per Occurrence for Auto Physical Damage while on insured's premises (Excludes Collision Coverage and Over the Road Coverage)
\$ 1,000,000	Per Occurrence for Contractor's Equipment
\$ 1,000,000	Per Occurrence for Mobile Equipment
\$ Included	Per Occurrence for Musical Instruments, Signs and Marquees
NOT COVERED	Per Occurrence and Annual Aggregate for Biological and Chemical Terrorism
\$ 100,000	Per Occurrence and Annual Aggregate for Mold Fungus and Mildew

Section I – Coverages and Limits of Liability, Section E: Sublimits of Liability are amended as follows:

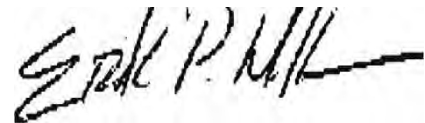
- Item 6 Civil or Military Authority sublimit: 30 days Per Occurrence for Civil or Military Authority , Max \$100,000 within 1 statute mile
- Item 7 Ingress/Egress Coverage sublimit: 30 days Per Occurrence for Civil or Military Authority , Max \$100,000 within 1 statute mile

3. ADDITIONAL Deductibles

Windstorm / Hail / Tornado:
\$500,000 Per Occurrence

Equipment Breakdown:
\$50,000 Per Occurrence.

Fine Arts, Audio Visual, Musical Instruments and EDP
\$5,000 Per Occurrence



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 002

This endorsement, effective 12:01 AM 07/01/2015

Forms a part of policy no.: 023175968

Issued to: SAN ANTONIO ISD

By: LEXINGTON INSURANCE COMPANY

SUBLIMIT OF LIABILITY

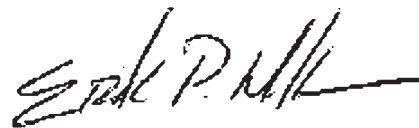
It is understood and agreed that Section I - Coverages and Limits of Liability, Subparagraph E.: Sublimits of Liability of Form Number PR8371 (02/12), Manuscript Domestic Property Policy is deleted and replaced with the following:

E. SUBLIMITS OF LIABILITY: Sublimits of Liability stated below are subject to and not in addition to the Policy Limit shown in Paragraph D., above. These Sublimits of Liability and the specified limits of liability contained in the forms, endorsements and extensions attached, if any, are per Occurrence unless otherwise indicated.

If the phrase "NOT COVERED" or the abbreviation "NC" is shown instead of a limit, sublimit, or number of days; or if a specified amount or number of days is not shown corresponding to any limit, sublimit or deductible, then no coverage is provided for that peril or cause of loss.

If the phrase "NOT APPLICABLE" or the abbreviation "NA" is shown instead of a limit, sublimit, or number of days; then that limit, sublimit or deductible does not apply to that peril or cause of loss.

All other terms and conditions of the policy remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**

ENDORSEMENT # 003

This endorsement, effective 12:01 AM 07/01/2015

Forms a part of policy no.: 023175968

Issued to: SAN ANTONIO ISD

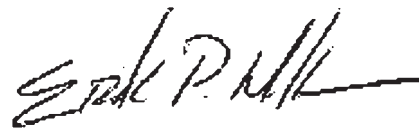
By: LEXINGTON INSURANCE COMPANY

AMENDATORY ENDORSEMENT

It is understood and agreed that the policy is amended to include the following Additional Terms and Conditions:

1. Item 1F2 in Maximum Amounts Payable Clause removed
2. Named Storm is excluded in Tier 1 Windstorm Counties and Florida

All other terms and conditions of the policy remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**

ENDORSEMENT # 004

This endorsement, effective 12:01 AM 07/01/2015

Forms a part of policy no.: 023175968

Issued to: SAN ANTONIO ISD

By: LEXINGTON INSURANCE COMPANY

**TERRORISM PREMIUM CHARGE ENDORSEMENT WITH EXCLUSION FOR
BIOLOGICAL AND/OR CHEMICAL TERRORISM**

This endorsement modifies insurance provided by the policy:

The **terrorism** charge is \$5,447 and is included in the Policy Premium shown on the Declarations Page of this policy. Since not otherwise excluded, **terrorism** which causes direct physical loss or damage to property is covered.

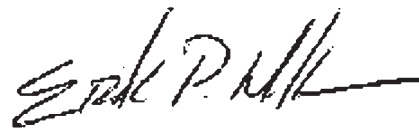
However, the **company** does not insure for loss or damage caused directly or indirectly by **biological and/or chemical terrorism** whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other event, cause, or peril. Such loss or damage is excluded regardless of any other event, cause, or peril contributing concurrently or in any sequence to the loss or damage.

The following definitions apply to this policy:

1. **Company** means the insurer as shown in the attachment clause of this endorsement.
2. **Biological and/or chemical terrorism** means the dispersal, discharge, or release of pathogenic, toxic, poisonous, or damaging biological or chemical agents or substances in an act(s) of **terrorism**.
3. **Terrorism** means the use or threatened use of force or violence against a person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:
 - a. A government;
 - b. The civilian population of a country, state or community; or
 - c. Disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002, and any revisions or amendments thereto is in effect (the "Act"), **terrorism** includes a certified act of terrorism defined by Section 102. Definitions of the Act.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 005

This endorsement, effective 12:01 AM 07/01/2015

Forms a part of policy no.: 023175968

Issued to: SAN ANTONIO ISD

By: LEXINGTON INSURANCE COMPANY

TIER 1 COUNTIES ENDORSEMENT

It is agreed that the all reference to "Tier 1", "Tier 1 Windstorm" or other similar "Tier 1" references, shall be defined as all locations situated within *Tier 1 Counties, Parishes or Independent Cities* as classified below.

ALABAMA: Baldwin, Mobile;

FLORIDA: Entire State of Florida;

HAWAII: Entire State of Hawaii;

GEORGIA: Bryan, Camden, Chatham, Glynn, Liberty, McIntosh;

LOUISIANA: Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion;

MISSISSIPPI: Hancock, Harrison, Jackson;

NORTH CAROLINA: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington;

SOUTH CAROLINA: Beaufort, Berkley, Charleston, Colleton, Georgetown, Horry, Jasper;

TEXAS: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange,Refugio, San Patricio, Victoria, Willacy;

VIRGINIA: Accomack, Chesapeake City, Gloucester, Hampton City, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Newport News, Norfolk City, Northampton, Northumberland, Poquoson City, Portsmouth City, Suffolk City, Surry, Virginia Beach City, Westmoreland, Williamsburg City, York;

All other terms and conditions of the policy remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**

ENDORSEMENT # 006

This endorsement, effective 12:01 AM 07/01/2015

Forms a part of policy no.: 023175968

Issued to: SAN ANTONIO ISD

By: LEXINGTON INSURANCE COMPANY

3-YEAR GUARANTEED POLICY RATE

In consideration of the premium, it is agreed that the rates upon which the premium for this policy are based will not increase at policy anniversary unless one or more of the following apply;

1. The **incurred loss** ratio is greater than 30%. The calculation of loss ratio would include all **incurred losses** divided by earned premium.
2. Terms, conditions and premium applicable to Terrorism coverage are changed as a result of modifications to the Terrorism Risk Insurance Act and its extensions.
3. Significant market driven changes to treaty or facultative reinsurance costs and/or capacities, or changes in jurisdictional inspection requirements.
4. Any material change from the exposures insured at inception and/or a material change in the quantum of natural catastrophe (wind, flood or earth movement) exposures insured at inception.

Additional conditions applicable to this endorsement:

1. Although Company rates may stay constant, a prospective annual adjustment of values will be completed. This adjustment includes a reasonable application of inflationary trending, along with additions or deletions to the schedule of values.
2. This 2 - Year Guaranteed Policy Rate provision expires the earlier of:
 - a. Policy cancellation,
 - b. Non-renewal, or
 - c. 07/01/2018

The following definitions apply to this endorsement:

1. **Incurred loss** ratio means the sum of all incurred losses during the policy period divided by the total premium paid by the Insured in consideration for this Policy.
2. **Incurred losses** means the sum of paid losses plus reserved losses during the policy period. The Company shall set such reasonable reserves at its sole discretion.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 007

This endorsement, effective 12:01 AM 07/01/2015

Forms a part of policy no.: 023175968

Issued to: SAN ANTONIO ISD

By: LEXINGTON INSURANCE COMPANY

WAR AND TERRORISM EXCLUSION ENDORSEMENT
(Applies to locations outside the United States of America, its territories and possessions)

This endorsement modifies insurance provided by the policy:

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. Any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. and/or 2. above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 008

This endorsement, effective 12:01 AM 07/01/2015

Forms a part of policy no.: 023175968

Issued to: SAN ANTONIO ISD

By: LEXINGTON INSURANCE COMPANY

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided by the policy:

The following condition is added to the policy:

If this insurance and any other insurance issued to the Insured by the Company or any entity that the Company controls, is controlled by or is under common control with applies to the same loss, claim, suit, occurrence or accident, whichever is applicable, then:

1. The maximum limit of liability, or
2. The maximum sublimit of liability with respect to a specific coverage or specific Covered Cause of Loss or peril;

under all insurance available will not exceed the highest applicable limit of liability or highest applicable sublimit of liability available under any one policy.

However, this condition does not apply to any other insurance issued to the Insured by the Company or any entity that the Company controls, is controlled by or is under common control with which is specifically written to be primary to, in excess of, or quota share with the policy to which this endorsement is attached.

All other terms and conditions of the policy remain the same.



Authorized Representative

Exhibit 3



February 11, 2019

Lexington Insurance Company

c/o Zelle, LLP
Brett A. Wallingford
Steven J. Badger
901 Main Street, Suite 4000
Dallas, Texas 75202
bwallingford@zelle.com
sjbdocket@zelle.com

**Via Email at: bwallingford@zelle.com
sjbdocket@zelle.com**

McLarens, Inc.

c/o CT Corporation System
1999 Bryan Street, Suite 900
Dallas, Texas 75201

Via Certified Mail, RRR

William J. Adams

10440 North Central Expressway
Suite 650
Dallas, Texas 75231

Via Certified Mail, RRR

Re: Insured: San Antonio Independent School District, 141 Lavaca, San Antonio, Texas 78210;
Policy Number: 023175968, Date of loss: 3/16/2016

DEMAND FOR RELIEF UNDER THE TEXAS INSURANCE CODE

My firm, along with co-counsel Escamilla & Poneck, LLP, have been retained to represent San Antonio Independent School District (“SAISD”) for handling and prosecution of claims against Lexington Insurance Company (“Lexington”) Frost Insurance Agency, Inc. (“Frost”), McLarens, Inc. (“McLarens”) and William J. Adams.

SAISD purchased a policy of insurance through Frost from Lexington or their representatives. It was represented to our client that this policy of insurance was in full force and effect for the policy period, and that any and all claims made by the insured would be handled in a manner consistent with the guidelines set forth in the Texas Insurance Code.

As you know, the insured has made claims under the policy of insurance sold by your companies. It has been requested that representatives from your companies conduct an immediate and thorough investigation of the hail damage loss reported by the insured. The presence of these damages also implicates costs and damages for remediation, testing, evaluation, and repair of premises.



The investigation and handling of our client's claim was unreasonable and violated the Texas Insurance Code as more fully laid out in the live pleadings of this case. The investigation performed by Lexington, McLaren, Williams and others on their behalf, resulted in the covered losses under the policy being under-scope and underpaid by Lexington.

To date, the handling of the claims for hail damage has resulted in significant problems for our client. The decision to deny and/or delay the claims has damaged our client. The campuses at issue in this suit are:

- | | |
|-------------------------|----------------------|
| 1) Alamo Stadium | 12) Plant Operations |
| 2) Booker T. Washington | 13) Plant Services |
| 3) Bowden | 14) ROTC |
| 4) Davis | 15) Sam Houston |
| 5) Gonzales | 16) Student Support |
| 6) Hawthorne | 17) Transportation |
| 7) Jefferson | 18) Travis |
| 8) Lamar | 19) Wheatley |
| 9) Maverick | 20) Whittier |
| 10) Pershing | 21) YWLA |
| 11) Pfeiffer/EETC | |

Texas Insurance Code

The Texas Insurance Code violations of your company and its representatives include, but are not limited to Insurance Code chapter 541, section 541.060 by, among other things:

- misrepresenting one or more material facts and/or policy provisions relating to coverage;
- failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which their liability has become reasonably clear;
- failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim under one portion of a policy with respect to which liability has become reasonably clear in order to influence Plaintiff to settle its claim with respect to another portion of the policy;
- failing to promptly provide a reasonable explanation of the basis in law or fact for the denial of Plaintiff's claims;
- refusing to affirm or deny coverage within a reasonable time; and/or
- refusing to pay Plaintiff's claim without conducting a reasonable investigation.

Your actions in violation of the Texas Insurance Code constitute producing causes of damages to our client.



Because of the nature of the claims and the circumstances surrounding the losses in question, you and your company's decision to delay, deny and/or underpay on the claim, even though it is reasonably clear the claim is covered, constitutes "knowing" violations of the Texas Insurance Code sufficient to allow the imposition of treble damages.

Your clients' failure to adequately and reasonably investigate the claim necessitated SAISD to hire experts to investigate the loss and incur damages independent of policy benefits. Your clients' failure to perform the investigation reasonably required given the circumstances caused SAISD to incur additional expenses and delays which would not have occurred in the absence of your unreasonable investigation.

The damages suffered by our client to date include:

Unpaid repair costs	\$ 16,308,877.71
Extra-Contractual Damages	\$ 11,253,125.61
Attorney's fees to date	\$ 3,914,130.65
Expert Fees	\$ 85,044.73
Total	\$ 31,561,178.70

Attached please find the estimates prepared for this loss outlining the damages as a result of the storm occurring on or about March 16, 2016. **This correspondence is an offer of settlement under Rule 408 of the Texas Rules of Evidence and is not admissible for any purpose.** The purpose of this correspondence is to encourage you to resolve this claim in a fair and equitable manner without the need for further legal action. In the event you fail to take advantage of this offer of settlement, there will remain no alternative but to recommend a lawsuit be prosecuted to its conclusion.

Very truly yours,

Marc E. Gravely

MEG/JCL
Enclosure



Gravely & Pearson, L.L.P.

A T T O R N E Y S A T L A W

MARC GRAVELY
Email: mgravely@gplawfirm.com

cc:

Frost Insurance Agency, Inc.

c/o Lanza Law Firm, PC

Nicholas J. Lanza

4950 Bissonnet Street

Houston, Texas 77401

eservice@lanzalawfirm.com

sdunn@lanzalawfirm.com

Via Email at: eservice@lanzalawfirm.com

sdunn@lanzalawfirm.com

ESCAMILLA & PONECK, L.L.P

Pablo Escamilla

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Douglas A. Poneck

dponeck@escamillaponeck.com

Philip Marzec

pmarzec@escamillaponeck.com

700 North St. Mary's Street

San Antonio, Texas 78205

Telephone: (210) 225-0001

Facsimile: (210) 225-0041

Exhibit 4

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, §

Plaintiff, §

vs. §

LEXINGTON INSURANCE COMPANY, §
MCLARENS, INC., WILLIAM J. ADAMS, §
& FROST INSURANCE AGENCY, INC., §

Defendants. §

IN THE DISTRICT COURT

150TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

PLAINTIFF'S SUPPLEMENTAL RESPONSES TO DEFENDANTS' REQUEST FOR DISCLOSURES AND DESIGNATION OF EXPERTS

TO: Defendants, Lexington Insurance Company, McLarens, Inc. and William J. Adams, by and through their attorneys of record, Brett A. Wallingford, Steven J. Badger and M. Paige Tackett, ZELLE, LLP, 901 Main Street, Suite 4000, Dallas, TX 75202.

Defendant Frost Insurance Agency, Inc. by and through their attorneys of record Nicholas J. Lanza and Spencer Dunn, LANZA LAW FIRM, PC, 4950 Bissonnet Street, Houston, Texas 77401.

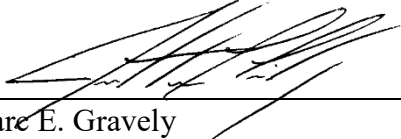
San Antonio Independent School District ("SAISD") in the above numbered cause, and pursuant to the Texas Rules of Civil Procedure, serves these Supplemental Responses to Defendants' Requests for Disclosures.

Respectfully submitted,

GRAVELY, PC

16018 Via Shavano
San Antonio, Texas 78249
(210) 961-8000 Phone
(210) 971-6143 Facsimile

By: _____


Marc E. Gravelly
State Bar No. 00787582
mgravely@gravely.law
Jonathan C. Lisenby
State Bar No. 24072889
jlisenby@gravely.law

-and-

ESCAMILLA & PONECK, LLP

Pablo Escamilla
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dponeck@escamillaponeck.com
Philip Marzec
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pmarzec@escamillaponeck.com
700 North St. Mary's Street
San Antonio, Texas 78205
Telephone: (210) 225-0001
Facsimile: (210) 225-0041

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been e-served on all parties, pursuant to Texas Rules of Civil Procedure, on this 29th day of May, 2020.

Brett A. Wallingford
bwallingford@zelle.com

Steven J. Badger
SJBdocket@zelle.com

M. Paige Tackett
ptackett@zelle.com

ZELLE, LLP

901 Main Street, Suite 4000

Dallas, TX 75202-3975

ATTORNEYS FOR DEFENDANT, LEXINGTON INSURANCE COMPANY

Nicholas J. Lanza
eservice@lantalawfirm.com

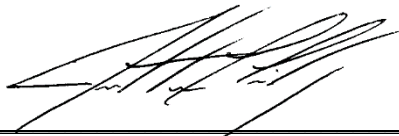
Spencer Dunn
sdunn@lantalawfirm.com

LANZA LAW FIRM, PC

4950 Bissonnet Street

Houston, Texas 77401

ATTORNEYS FOR DEFENDANT, FROST INSURANCE AGENCY, INC.



Jonathan C. Lisenby

PLAINTIFF'S SUPPLEMENTAL RESPONSES TO DEFENDANTS'
REQUESTS FOR DISCLOSURES

- (a) The correct names of the parties to the lawsuit;

RESPONSE:

The parties are named correctly.

- (b) The name, address and telephone number of any potential parties;

RESPONSE:

None at this time.

- (c) The legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial);

RESPONSE:

Plaintiff asserts claims against Lexington Insurance Company for breach of contract, violations of the Texas Insurance Code chapters 541 and 542 and common law "bad faith."

Plaintiff asserts claims against McLarens, Inc. for violations of chapter 541 of the Texas Insurance code as more specifically described in Plaintiff's live pleadings.

Plaintiff asserts claims against William J. Adams for violations of chapter 541 of the Texas Insurance code as more specifically described in Plaintiff's live pleadings.

Defendants failed to conduct a proper investigation of Plaintiff's claims and the scope of its damages and as a result, failed to pay Plaintiff an amount sufficient to provide appropriate repairs to Plaintiff's properties pursuant to the terms of Defendant's insurance policy with Plaintiff. This conduct constitutes a breach of contract by Lexington and entitles Plaintiff to delay penalties. Defendants' inadequate investigation and misrepresentations to Plaintiff regarding the coverages contained in the policy resulted in a dramatic underpayment of Plaintiff's covered losses as well as a delay in adjusting of the claim. Defendants knowingly underpaid Plaintiff's loss and withheld funds after their consultants informed them that the amounts paid were less than the amounts reasonably owed for repairs.

Plaintiff's claims against each defendant are more fully laid out in Plaintiff's live pleadings which are fully incorporated herein by reference.

- a. the amount and any method of calculating economic damages;

RESPONSE:

Plaintiff will be seeking the following damages:

- 1. Cost to repair: See reports of Art Boutin showing the unpaid cost to repair Plaintiff's property;**
- 2. Consequential damages;**

3. Statutory penalties;
4. Punitive, exemplary and/or treble damages;
5. Costs of Expert Investigation as independent injury;
6. Pre- and post-judgment interest
7. Attorneys' fees; and
8. Costs of court

Further, compensatory and exemplary damages are within the sole province of the jury. Plaintiff cannot calculate the amount of attorneys' fees at this time. The reasonable hourly rate will be calculated in accordance with the contract with our client at an hourly rate between \$0.00 and \$5,000.00 depending on the outcome of the case. The actual hourly fee charged to the client will be determined by the hours spent and the actual amount of recovery.

Plaintiff reserves the right to supplement this response as new information becomes known to Plaintiff and/or additional damages are incurred

- (e) The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person connected with this case;

RESPONSE:

See Exhibit A, Persons With Knowledge of Relevant Facts which was previously provided.

- (f) For any testifying expert:
 - (1) The expert's name, address and telephone number;
 - (2) The subject matter of which the expert will testify;
 - (3) The general substance of the expert's mental impressions and opinions, and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to your control, documents reflecting such information;
 - (4) If the expert is retained by, employed by, or otherwise subject to your control:
 - (a) All documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
 - (b) The expert's current resume and bibliography;

RESPONSE:

**Art Boutin
4507 Walton Heath Cir
Austin, TX 78747
(512) 584-1429**

Mr. Boutin has general knowledge of construction/remediation issues involving losses/claims such as the ones at issue based on his experience in the insurance industry as an adjuster. He also has knowledge as to the condition of the structures at the Campuses at issue in this suit. Therefore, Mr. Boutin may have knowledge of relevant facts regarding the incidents made the basis of this suit. He will testify as to the cost and feasibility of repairs as well as the cause of the damage. Mr. Boutin's reports and/or estimate have been previously produced and are fully incorporated herein by reference. In addition, Mr. Boutin may also testify to rebuttal issues raised by Defendant's expert(s) related to his areas of expertise.

Mr. Boutin has reviewed or may review all expert reports, repair estimates, photographs, relevant documents produced by the parties in this litigation, and the insurance policy. Mr. Boutin charges \$150 per hour for his services preparing his report and/or estimate and testifying at deposition or trial.

Don Lamont
Mark Garner
Insurance Estimating & Consulting, LLC
924 E. Hwy 199
Springtown, TX 76082
(817) 629-8400

Mr. Lamont and Mr. Garner have visited the Campuses and have knowledge of the condition of the Campuses at issue. They have experience and expertise in sampling and testing materials to identify and document the presence of hail caused damage. Mr. Lamont and Mr. Garner will testify as to the presence of hail damage at the Campuses identified in their reports as well as the methodology and findings of the tests performed on materials samples from the Campuses.

The general substance of Mr. Lamont and Mr. Garner's opinions are contained within their report that was previously produced and is incorporated by reference as if set forth in full herein.

Edward Fronapfel
SBSA
2855 Exchange Blvd., Suite 300
Southlake, TX 76092
(817) 329-7272

Mr. Fronapfel has inspected the Campuses and has knowledge of the condition of the structures at issue. He has experience and expertise in mechanical forensic analysis of structures for hail damage including the necessity and feasibility of repair for storm damaged and water damaged building materials. Mr. Fronapfel is a licensed engineer in the state of Texas and will testify as to the cause, scope and method of repair of the Campuses.

The general substance of Mr. Fronapfel's opinions are contained within his reports that Have been produced and are fully incorporated herein by reference.

Seth Kelms
Air Clinic Air Conditioning & Heating
14309 Toepperwein Rd., Suite 409
San Antonio, TX 78233
(210) 369-9468

Mr. Kelms is licensed in HVAC repair with specific focus on installation and repair of commercial systems. He has visited the Campuses and has knowledge of the condition of the air conditioning and mechanical systems and the scope of necessary repairs. He has experience and expertise in the identification of storm damage to HVAC and mechanical units such as those on Plaintiff's Campuses and the installation and repair of similar units. He may testify as to the scope and cost of necessary HVAC and mechanical repairs, and the cause of the damage to the HVAC and mechanical units.

The general substance of Mr. Kelms' opinions are contained within his reports that was previously produced and is incorporated by reference as if set forth in full herein. His opinions are based on his

education, experience and training which is detailed in the curriculum vitae previously produced.

Marc E. Gravely
Jonathan C. Lisenby
Gravely, PC
16018 Via Shavano
San Antonio, Texas 78249
(210) 961-8000

Mr. Gravely and Mr. Lisenby are familiar with cases of this nature and may testify about the reasonable and necessary attorneys' fees incurred by Plaintiff as a result of the facts and circumstances surrounding this case. Counsel will testify that the fee agreement in this case is a reasonable, customary and necessary fee agreement for cases of this type. They have reviewed, or will review, the file (non-privileged portions only), the contingent fee agreement, and the Texas Rules of Disciplinary Conduct for Attorneys. Information on counsel may be obtained at www.gravely.law. Plaintiff will produce an attorney time chart prior to the close of discovery exhibiting the hours counsel has accrued on this case as of the time of the chart.

Pablo Escamilla
Doug Poneck
Philip Marzec
Escamilla & Poneck, LLC
700 North St. Mary's Street
San Antonio, Texas 78205
Telephone: (210) 225-0001

Mr. Escamilla, Mr. Poneck and Mr. Marzec are familiar with cases of this nature and may testify about the reasonable and necessary attorneys' fees incurred by Plaintiff as a result of the facts and circumstances surrounding this case. Counsel will testify that the fee agreement in this case is a reasonable, customary and necessary fee agreement for cases of this type. They have reviewed, or will review, the file (non-privileged portions only), the contingent fee agreement, and the Texas Rules of Disciplinary Conduct for Attorneys.

Joe K. Longley
Law Offices of Joe K. Longley
3305 Northland Dr., Suite 500
Austin, TX 78731
(512) 477-4444

Mr. Longley will testify as to the adequacy and reasonableness of the claims handling performed in this case by Lexington and/or its adjusters. Mr. Longley has practiced law in Texas since 1971 and has experience in handling insurance cases regarding unreasonable claims handling. Mr. Longley has served as an adjunct professor at the University of Texas School of Law for insurance law. Mr. Longley is familiar with chapter 541 and 542 of the Texas Insurance Code as well as the obligations and responsibilities of insurance companies and insurance adjusters in Texas. Mr. Longley's qualifications can be found in his curriculum vitae which is attached hereto and fully incorporated herein by reference.

Mr. Longley has reviewed or may review all expert reports, repair estimates, photographs, relevant documents produced by the parties in this litigation, and the insurance policy. Mr. Longley may also be present at, or review, testimony of the witnesses in this case. Mr. Longley charges \$1,200.00 per hour for his services and testifying at deposition or trial.

Plaintiff hereby cross-designates all experts designated by defendants/third-party defendants, potentially adverse parties, and/or witnesses associated with adverse parties, whether these are the defendants' experts or third-party defendants' experts, even if the designated party is not a party to this suit at the time of trial.

Plaintiff reserves the right to supplement this designation with additional designations of expert witnesses within the time imposed by the Court, time limits within the Texas Rules of Civil Procedure, and with agreement of all counsel.

Plaintiff reserves the right to elicit, by way of cross-examination, opinion testimony from experts designated by other parties which were previously parties to this lawsuit. This includes parties who may not be parties in the case at the time of trial.

Plaintiff reserves the right to withdraw the designation of any expert in the event it is decided by counsel that the previously designated expert will not be called as a witness at trial and to re-designate the same as a consulting expert who cannot be called to testify by counsel for other parties in this case.

Plaintiff's expert reports and CVs have previously been produced to all parties. Additional copies are available upon request.

Non-retained Testifying Experts

**Albert White
David White
Raba Kistner Consultants, Inc.
12821 W. Golden Lane
San Antonio, TX 78249
(210) 699-9090**

Albert and David White are roofing consultants with experience advising institutions like Plaintiff regarding the repair of roofing systems like the ones at issue in this suit. They have visited the Campuses and have knowledge of the condition of the structures and the scope of necessary repairs. They have experience and expertise design, construction, and repair of roofing systems for Plaintiff as well as Plaintiff's roofing program. They communicated with Defendants regarding the loss in question and have knowledge of the claim and the investigation performed by Defendants. Raba Kistner's estimates have been previously provided.

- (g) Any indemnity and insuring agreements described in Rule 192.3(f);

RESPONSE:

None known.

- (h) Any settlement agreements described in rule 192.3(g);

RESPONSE:

None at this time.

- (i) Any witness statements described in Rule 192.3(h); and

RESPONSE:

None other than statements contained in the parties' respective project file and in any depositions that may be taken in this case.

- (j) All medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting such medical records and bills.

RESPONSE:

Plaintiff is not making a claim for medical injuries.

- (k) All medical records and bills obtained by the responding party by the responding party by virtue of an authorization furnished by the requesting party.

RESPONSE:

Plaintiff is not making a claim for medical injuries.

- (l) The name, address and telephone number of any person who may be designated as a responsible third party.

RESPONSE:

None known to Plaintiff at this time.

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Alamo Stadium
Property: San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/9/2018 9:25 AM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: ALAMO-STADIUM-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

ALAMO-STADIUM-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	2,864.12	0.00	286.42	3,150.54	(0.00)	3,150.54
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$2,702.00						
TECH SURCHARGE	\$81.06						
DEV SVC SURCHARGE	\$81.06						
Total:							
		\$2,864.12					
4. Engineering fees (Bid Item)	1.00 EA	93,384.00	0.00	0.00	93,384.00	(0.00)	93,384.00
Architect and engineering per Raba Kischner 8.13 percent							
1148642 x .0813 = 93,384							
5. On-Site Evaluation and/or Supervisor/Admin - per hour	80.00 HR	51.30	0.00	410.40	4,514.40	(0.00)	4,514.40
Totals: General conditions			0.00	754.20	101,680.16	0.00	101,680.16

North Standing Seam Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. R&R Standing seam metal roofing	8,181.00 SF	22.39	0.00	18,317.26	201,489.85	(1,151.89)	200,337.96
Tridom Roofing bid							
7. R&R Aluminum sidewall/endwall flashing - mill finish	280.00 LF	5.76	0.00	161.28	1,774.08	(118.36)	1,655.72
8. Telehandler/forklift and operator	80.00 HR	116.73	0.00	933.84	10,272.24	(0.00)	10,272.24
9. Roofer - per hour	160.00 HR	105.04	0.00	1,680.64	18,487.04	(0.00)	18,487.04
Difficult access. Extra labor required							
10. Crane and operator - 14 ton capacity - 65' extension boom	80.00 HR	130.00	0.00	1,040.00	11,440.00	(0.00)	11,440.00
Totals: North Standing Seam Roof			0.00	22,133.02	243,463.21	1,270.25	242,192.96

West roofs

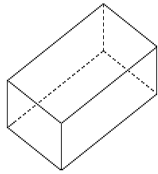
West roofs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11. Dumpster load - Approx. 20 yards, 4 tons of debris	6.00 EA	556.00	0.00	333.60	3,669.60	(0.00)	3,669.60

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - West roofs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. General Demolition - per hour Four laborers to haul debris to dumpster	160.00 HR	38.60	0.00	617.60	6,793.60	(0.00)	6,793.60
13. Telehandler/forklift and operator	40.00 HR	116.73	0.00	466.92	5,136.12	(0.00)	5,136.12
14. Boom lift - 50'-60' reach*	5.00 DA	450.00	0.00	225.00	2,475.00	(0.00)	2,475.00
15. R&R Roof finial	1.00 EA	389.76	0.00	38.98	428.74	(14.68)	414.06
Total: West roofs			0.00	1,682.10	18,503.06	14.68	18,488.38



Roof 1 North

LxWxH 58' 6" x 19' 6" x 14'

2184.00 SF Walls	1140.75 SF Ceiling
3324.75 SF Walls & Ceiling	1140.75 SF Floor
126.75 SY Flooring	156.00 LF Floor Perimeter
819.00 SF Long Wall	273.00 SF Short Wall
156.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
16. Lightning protection system - Detach & reset	1.00 EA	358.03	0.00	35.80	393.83	(0.00)	393.83
17. Elastomeric roof coating - Flat roof	8,775.00 SF	2.49	0.00	2,184.98	24,034.73	(0.00)	24,034.73
18. Clean with pressure/chemical spray	8,775.00 SF	0.32	0.00	280.80	3,088.80	(0.00)	3,088.80
19. R&R Flash parapet wall only - bitumen	156.00 LF	13.93	0.00	217.30	2,390.38	(115.84)	2,274.54
Totals: Roof 1 North			0.00	2,718.88	29,907.74	115.84	29,791.90

Roof 2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
20. Lightning protection system - Detach & reset	1.00 EA	358.03	0.00	35.80	393.83	(0.00)	393.83
21. Elastomeric roof coating - Flat roof	783.00 SF	2.49	0.00	194.96	2,144.63	(0.00)	2,144.63
22. R&R Flash parapet wall only - bitumen	84.00 LF	13.93	0.00	117.02	1,287.14	(62.38)	1,224.76
23. Clean with pressure/chemical spray	783.00 SF	0.32	0.00	25.06	275.62	(0.00)	275.62
Totals: Roof 2			0.00	372.84	4,101.22	62.38	4,038.84

Art Boutin
 665 Floral
 New Braunfels, Tx78130

Roof 3 & 5

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
These roofs surround the press box which is higher							
24. Lightning protection system - Detach & reset	2.00 EA	358.03	0.00	71.60	787.66	(0.00)	787.66
25. Elastomeric roof coating - Flat roof	3,769.00 SF	2.49	0.00	938.48	10,323.29	(1,471.80)	8,851.49
26. R&R Flash parapet wall only - bitumen	591.00 LF	13.93	0.00	823.26	9,055.89	(438.83)	8,617.06
27. Clean with pressure/chemical spray	3,769.00 SF	0.32	0.00	120.60	1,326.68	(0.00)	1,326.68
Totals: Roof 3 & 5			0.00	1,953.94	21,493.52	1,910.63	19,582.89

Roof 6

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
28. Lightning protection system - Detach & reset	1.00 EA	358.03	0.00	35.80	393.83	(0.00)	393.83
29. Elastomeric roof coating - Flat roof	800.00 SF	2.49	0.00	199.20	2,191.20	(0.00)	2,191.20
30. R&R Flash parapet wall only - bitumen	84.00 LF	13.93	0.00	117.02	1,287.14	(62.38)	1,224.76
31. Clean with pressure/chemical spray	800.00 SF	0.32	0.00	25.60	281.60	(0.00)	281.60
Totals: Roof 6			0.00	377.62	4,153.77	62.38	4,091.39

Roof 7

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
32. Lightning protection system - Detach & reset	1.00 EA	358.03	0.00	35.80	393.83	(0.00)	393.83
33. Elastomeric roof coating - Flat roof	896.00 SF	2.49	0.00	223.10	2,454.14	(0.00)	2,454.14
34. R&R Flash parapet wall only - bitumen	144.00 LF	13.93	0.00	200.60	2,206.52	(106.92)	2,099.60
35. Clean with pressure/chemical spray	896.00 SF	0.32	0.00	28.68	315.40	(0.00)	315.40
Totals: Roof 7			0.00	488.18	5,369.89	106.92	5,262.97

Total: West roofs			0.00	7,593.56	83,529.20	2,272.83	81,256.37
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Gym

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
36. Crane and operator - 14 ton capacity - 65' extension boom	40.00	HR 120.00	0.00	480.00	5,280.00	(0.00)	5,280.00
37. Telehandler/forklift and operator	40.00	HR 93.14	0.00	372.56	4,098.16	(0.00)	4,098.16
38. Remove Additional charge for high roof (2 stories or greater)	377.39	SQ 4.08	0.00	153.98	1,693.73	(0.00)	1,693.73
39. Additional charge for high roof (2 stories or greater)	377.39	SQ 13.34	0.00	503.44	5,537.82	(0.00)	5,537.82
40. R&R Rubber roofing - Fully adhered system - 60 mil	377.39	SQ 562.59	0.00	21,231.58	233,547.42	(5,864.53)	227,682.89
41. R&R Insulation - ISO board, 4"	377.39	SQ 449.13	0.00	16,949.72	186,446.89	(2,491.74)	183,955.15
42. INSULATION - Dens Deck	377,739.00	SF 0.65	0.00	24,553.04	270,083.39	(0.00)	270,083.39
Johnston Camp Tridom Roofing							
43. ROOFING	377.39	SQ 220.00	0.00	8,302.58	91,328.38	(0.00)	91,328.38
Totals: Roof			0.00	72,546.90	798,015.79	8,356.27	789,659.52
Total: Gym			0.00	72,546.90	798,015.79	8,356.27	789,659.52

Out building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
44. R&R Ridge cap - metal roofing	46.00	LF 7.32	0.00	33.68	370.40	(0.00)	370.40
45. R&R Metal roofing	2,346.00	SF 5.80	0.00	1,360.68	14,967.48	(235.69)	14,731.79
Totals: Out building			0.00	1,394.36	15,337.88	235.69	15,102.19
Line Item Totals: ALAMO-STADIUM-529			0.00	104,422.04	1,242,026.24	12,135.04	1,229,891.20

Art Boutin
665 Floral
New Braunfels, Tx78130

Grand Total Areas:

2,184.00 SF Walls	1,140.75 SF Ceiling	3,324.75 SF Walls and Ceiling
1,140.75 SF Floor	126.75 SY Flooring	156.00 LF Floor Perimeter
819.00 SF Long Wall	273.00 SF Short Wall	156.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	1,137,604.20
Overhead	52,211.02
Profit	52,211.02
Replacement Cost Value	\$1,242,026.24
Less Depreciation	(12,135.04)
Actual Cash Value	\$1,229,891.20
Net Claim	\$1,229,891.20
Total Recoverable Depreciation	12,135.04
Net Claim if Depreciation is Recovered	\$1,242,026.24

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CONT: GARMENT & SOFT GOODS CLN	4,104.00		4,104.00
CLEANING	4,807.36		4,807.36
GENERAL DEMOLITION	51,509.35		51,509.35
ELECTRICAL - SPECIAL SYSTEMS	2,148.18		2,148.18
HEAVY EQUIPMENT	35,183.20		35,183.20
PERMITS AND FEES	2,864.12		2,864.12
INSULATION	245,530.35		245,530.35
METAL STRUCTURES & COMPONENTS	179,982.00	1,047.17	178,934.83
ROOFING	517,517.80	9,984.65	507,533.15
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	1,044,220.20	11,031.82	1,033,188.38
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	93,384.00		93,384.00
Non-O&P Items Subtotal	93,384.00	0.00	93,384.00
O&P Items Subtotal	1,044,220.20	11,031.82	1,033,188.38
Overhead	52,211.02	551.61	51,659.41
Profit	52,211.02	551.61	51,659.41
Total	1,242,026.24	12,135.04	1,229,891.20

Art Boutin
4507 Walton Heath Cir
Austin, TX 78747

Insured: Bowden Elementary
Property: 515 Willow
San Antonio, TX 78202

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016 12:00 AM
Date Inspected:

Date Received:
Date Entered: 2/1/2018 10:34 AM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: BOWDEN-529

Art Boutin
 4507 Walton Heath Cir
 Austin, TX 78747

BOWDEN-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary toilet (per month)	2.00 MO	130.00	0.00	26.00	286.00	(0.00)	286.00
2. Commercial Supervision / Project Management - per hour	40.00 HR	56.90	0.00	227.60	2,503.60	(0.00)	2,503.60
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	661.44	0.00	66.14	727.58	(0.00)	727.58
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$624.00						
TECH SURCHARGE	\$18.72						
DEV SVC SURCHARGE	\$18.72						
Total:							
\$661.44							
4. Engineering fees (Bid Item)	1.00 EA	8,609.00	0.00	0.00	8,609.00	(0.00)	8,609.00
Architect and engineering per Raba Kischner 8.13 percent 105,842 x .0813 = 8609							
Totals: General conditions			0.00	319.74	12,126.18	0.00	12,126.18

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
5. Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA	537.50	0.00	107.50	1,182.50	(0.00)	1,182.50
6. Boom lift - 50'-60' reach	4.00 DA	450.00	0.00	180.00	1,980.00	(0.00)	1,980.00
7. Telehandler/forklift and operator	40.00 HR	93.14	0.00	372.56	4,098.16	(0.00)	4,098.16
Total: Exterior			0.00	660.06	7,260.66	0.00	7,260.66

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
8. R&R Built-up roofing - gravel ballast	37.56 SQ	101.91	0.00	382.76	4,210.50	(74.37)	4,136.13
9. R&R Built-up 3 ply roofing - in place	37.56 SQ	355.64	0.00	1,335.80	14,693.64	(2,463.81)	12,229.83
10. R&R Insulation - perlite board, 1"	37.56 SQ	215.50	0.00	809.42	8,903.60	(0.00)	8,903.60
11. R&R Flash parapet wall only 260 feet of interior parapet	1,252.00 LF	12.66	0.00	1,585.02	17,435.34	(1,969.40)	15,465.94
12. R&R Cap flashing - large	1,252.00 LF	22.33	0.00	2,795.72	30,752.88	(12,725.32)	18,027.56
13. Remove Additional charge for high roof (2 stories or greater)	37.56 SQ	4.08	0.00	15.32	168.56	(0.00)	168.56

Art Boutin
4507 Walton Heath Cir
Austin, TX 78747

CONTINUED - Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
14. Additional charge for high roof (2 stories or greater)	37.56 SQ	13.34	0.00	50.10	551.15	(0.00)	551.15
15. R&R Skylight - flat fixed, 6.1 - 9 sf	21.00 EA	477.19	0.00	1,002.10	11,023.09	(4,565.34)	6,457.75
16. Retrofit curb	3.00 EA	1,341.22	0.00	402.36	4,426.02	(1,938.76)	2,487.26
17. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	3.00 EA	120.09	0.00	36.02	396.29	(44.42)	351.87
Totals: Roof			0.00	8,414.62	92,561.07	23,781.42	68,779.65
Total: Exterior			0.00	9,074.68	99,821.73	23,781.42	76,040.31
Line Item Totals: BOWDEN-529			0.00	9,394.42	111,947.91	23,781.42	88,166.49

Art Boutin
4507 Walton Heath Cir
Austin, TX 78747

Summary for Dwelling

Line Item Total	102,553.49
Overhead	4,697.21
Profit	4,697.21
Replacement Cost Value	\$111,947.91
Less Depreciation	(23,781.42)
Actual Cash Value	\$88,166.49
Net Claim	\$88,166.49
Total Recoverable Depreciation	23,781.42
Net Claim if Depreciation is Recovered	\$111,947.91

Art Boutin
4507 Walton Heath Cir
Austin, TX 78747

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	9,333.22		9,333.22
HEAVY EQUIPMENT	5,525.60		5,525.60
PERMITS AND FEES	661.44		661.44
HEAT, VENT & AIR CONDITIONING	4,023.66	1,762.50	2,261.16
LABOR ONLY	2,276.00		2,276.00
ROOFING	62,573.96	15,706.66	46,867.30
TEMPORARY REPAIRS	260.00		260.00
WINDOWS - SKYLIGHTS	9,290.61	4,150.30	5,140.31
O&P Items Subtotal	93,944.49	21,619.46	72,325.03
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	8,609.00		8,609.00
Non-O&P Items Subtotal	8,609.00	0.00	8,609.00
O&P Items Subtotal	93,944.49	21,619.46	72,325.03
Overhead	4,697.21	1,080.98	3,616.23
Profit	4,697.21	1,080.98	3,616.23
Total	111,947.91	23,781.42	88,166.49

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Booker T Wahington Elementary
Property: 1823 Nolan
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 2/16/2018 11:40 AM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: BT-WASHINGTON-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

BT-WASHINGTON-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	864.00	0.00	86.40	950.40	(0.00)	950.40
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$816.00						
TECH SURCHARGE	\$24.48						
DEV SVC SURCHARGE	\$24.48						
Total:							\$864.96
4. Engineering fees (Bid Item)	1.00 EA	16,570.00	0.00	0.00	16,570.00	(0.00)	16,570.00
Architect and engineering per Raba Kischner 8.13 percent 203815 x .0813 =16570							
5. Commercial Supervision / Project Management - per hour	40.00 HR	56.90	0.00	227.60	2,503.60	(0.00)	2,503.60
Totals: General conditions			0.00	371.38	20,655.22	0.00	20,655.22

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA	556.00	0.00	111.20	1,223.20	(0.00)	1,223.20
7. Telehandler/forklift and operator	40.00 HR	116.73	0.00	466.92	5,136.12	(0.00)	5,136.12
8. Crane and operator - 14 ton capacity - 65' extension boom	20.00 HR	130.00	0.00	260.00	2,860.00	(0.00)	2,860.00
Total: Exterior			0.00	838.12	9,219.32	0.00	9,219.32

Roof Main Building Bitumen

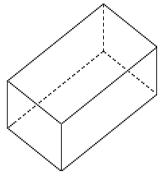
Roof Main Building Bitumen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Roofer - per hour Temporary repairs	24.00 HR	105.04	0.00	252.10	2,773.06	(0.00)	2,773.06
10. Additional charge for high roof (2 stories or greater)	252.59 SQ	4.08	0.00	103.06	1,133.63	(0.00)	1,133.63
11. Additional charge for high roof (2 stories or greater)	252.59 SQ	15.14	0.00	382.42	4,206.63	(0.00)	4,206.63

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Roof Main Building Bitumen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. R&R Modified bitumen roof	45.39 SQ	406.24	0.00	1,843.92	20,283.16	(2,401.85)	17,881.31
13. Remove Insulation - ISO board, 3"	45.39 SQ	31.23	0.00	141.76	1,559.29	(0.00)	1,559.29
14. R&R Insulation - perlite board, 1-1/2"	45.39 SQ	260.02	0.00	1,180.24	12,982.55	(320.84)	12,661.71
15. R&R Cap flashing - large	1,076.00 LF	23.12	0.00	2,487.72	27,364.84	(5,468.24)	21,896.60
16. R&R Flash parapet wall only - bitumen	1,513.00 LF	13.93	0.00	2,107.60	23,183.69	(2,246.81)	20,936.88
17. R&R Flashing - pipe jack - lead	12.00 EA	66.57	0.00	79.88	878.72	(138.22)	740.50
18. R&R Chimney flashing - large (32" x 60")	1.00 EA	439.24	0.00	43.94	483.18	(34.63)	448.55
19. Lightning protection system - Detach & reset	1.00 EA	358.03	0.00	35.80	393.83	(0.00)	393.83
20. Clean with pressure/chemical spray	25,259.00 SF	0.32	0.00	808.28	8,891.16	(0.00)	8,891.16
21. Elastomeric roof coating - Flat roof	25,259.00 SF	2.49	0.00	6,289.50	69,184.41	(0.00)	69,184.41
Total: Roof Main Building Bitumen			0.00	15,756.22	173,318.15	10,610.59	162,707.56



Bitumen flat roof

LxWxH 26' x 18' x 8'

704.00 SF Walls	468.00 SF Ceiling
1172.00 SF Walls & Ceiling	468.00 SF Floor
52.00 SY Flooring	88.00 LF Floor Perimeter
208.00 SF Long Wall	144.00 SF Short Wall
88.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
22. Retrofit curb	3.00 EA	1,344.17	0.00	403.26	4,435.77	(1,938.76)	2,497.01
23. R&R Modified bitumen roof	2.60 SQ	406.24	0.00	105.62	1,161.85	(137.57)	1,024.28
24. R&R Flash parapet wall only - bitumen	88.00 LF	13.93	0.00	122.60	1,348.44	(130.68)	1,217.76
25. Remove Insulation - ISO board, 1 1/2"	2.60 SQ	31.23	0.00	8.12	89.32	(0.00)	89.32
26. Insulation - ISO board, 3"	2.60 SQ	336.98	0.00	87.62	963.77	(27.45)	936.32
27. R&R Insulation - perlite board, 1"	2.60 SQ	215.59	0.00	56.06	616.60	(13.05)	603.55
Totals: Bitumen flat roof			0.00	783.28	8,615.75	2,247.51	6,368.24
Total: Roof Main Building Bitumen			0.00	16,539.50	181,933.90	12,858.10	169,075.80

Art Boutin
 665 Floral
 New Braunfels, Tx78130

HVAC

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
28. R&R Ductwork - hot or cold air - Extra large size	60.00 LF	45.15	0.00	270.90	2,979.90	(0.00)	2,979.90
29. R&R Coil - 5 ton - cased	4.00 EA	856.65	0.00	342.66	3,769.26	(0.00)	3,769.26
Totals: HVAC			0.00	613.56	6,749.16	0.00	6,749.16
Total: Exterior			0.00	17,991.18	197,902.38	12,858.10	185,044.28

Interior

Room 208

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
30. R&R Acoustic ceiling tile - High grade	144.00 SF	5.27	0.00	75.88	834.76	(0.00)	834.76
31. Cleaning Technician - per hour	2.00 HR	35.88	0.00	7.18	78.94	(0.00)	78.94
Totals: Room 208			0.00	83.06	913.70	0.00	913.70

Room 209

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
32. R&R Acoustic ceiling tile - High grade	144.00 SF	5.27	0.00	75.88	834.76	(0.00)	834.76
33. Cleaning Technician - per hour	2.00 HR	35.88	0.00	7.18	78.94	(0.00)	78.94
Totals: Room 209			0.00	83.06	913.70	0.00	913.70

Total: Interior			0.00	166.12	1,827.40	0.00	1,827.40
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Line Item Totals: BT-WASHINGTON-529			0.00	18,528.68	220,385.00	12,858.10	207,526.90
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Art Boutin
665 Floral
New Braunfels, Tx78130

Grand Total Areas:

704.00 SF Walls	468.00 SF Ceiling	1,172.00 SF Walls and Ceiling
468.00 SF Floor	52.00 SY Flooring	88.00 LF Floor Perimeter
208.00 SF Long Wall	144.00 SF Short Wall	88.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	201,856.32
Overhead	9,264.34
Profit	9,264.34
Replacement Cost Value	\$220,385.00
Less Depreciation	(12,858.10)
Actual Cash Value	\$207,526.90
Net Claim	\$207,526.90
Total Recoverable Depreciation	12,858.10
Net Claim if Depreciation is Recovered	\$220,385.00

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
ACOUSTICAL TREATMENTS	1,385.28		1,385.28
CLEANING	8,226.40		8,226.40
GENERAL DEMOLITION	10,548.39		10,548.39
ELECTRICAL - SPECIAL SYSTEMS	358.03		358.03
HEAVY EQUIPMENT	7,269.20		7,269.20
PERMITS AND FEES	864.00		864.00
HEAT, VENT & AIR CONDITIONING	9,923.03	1,762.50	8,160.53
LABOR ONLY	2,276.00		2,276.00
ROOFING	143,862.15	9,926.68	133,935.47
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	185,286.32	11,689.18	173,597.14
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	16,570.00		16,570.00
Non-O&P Items Subtotal	16,570.00	0.00	16,570.00
O&P Items Subtotal	185,286.32	11,689.18	173,597.14
Overhead	9,264.34	584.46	8,679.88
Profit	9,264.34	584.46	8,679.88
Total	220,385.00	12,858.10	207,526.90

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Davis Middle School
Property: 4702 E Houston
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/1/2018 7:32 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: DAVIS-MS

Art Boutin
 665 Floral
 New Braunfels, Tx78130

DAVIS-MS

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Engineering fees (Bid Item)	1.00 EA	134,259.06	0.00	0.00	134,259.06	(0.00)	134,259.06
Architect and engineering per Raba Kischner 8.13 percent 1651,403.00 x .0813= \$134,259.06							
4. Commercial Supervision / Project Management - per hour	160.00 HR	56.90	0.00	910.40	10,014.40	(0.00)	10,014.40
5. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	4,220.92	0.00	422.10	4,643.02	(0.00)	4,643.02
Fee Type Fee Amount PERMIT FEE BUILDING \$3,982.00 TECH SURCHARGE \$119.46 DEV SVC SURCHARGE \$119.46 Total: \$4,220.92							
Totals: General conditions			0.00	1,389.88	149,547.70	0.00	149,547.70

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Dumpster load - Approx. 20 yards, 4 tons of debris	4.00 EA	556.00	0.00	222.40	2,446.40	(0.00)	2,446.40
7. Telehandler/forklift and operator	160.00 HR	116.73	0.00	1,867.68	20,544.48	(0.00)	20,544.48
8. Crane and operator - 14 ton capacity - 65' extension boom	80.00 HR	130.00	0.00	1,040.00	11,440.00	(0.00)	11,440.00
Total: Exterior			0.00	3,130.08	34,430.88	0.00	34,430.88

Main Bld -Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. R&R Built-up roofing - gravel ballast	583.74 SQ	104.84	0.00	6,119.94	67,319.24	(1,155.81)	66,163.43
10. Step flashing	24.00 LF	7.54	0.00	18.10	199.06	(20.37)	178.69
11. R&R Gravel stop	2,486.00 LF	2.11	0.00	524.56	5,770.02	(1,031.34)	4,738.68
12. R&R Built-up 3 ply roofing - in place	583.74 SQ	357.51	0.00	20,869.28	229,562.17	(38,509.71)	191,052.46
13. R&R Insulation - perlite board, 1"	583.74 SQ	215.59	0.00	12,584.86	138,433.37	(0.00)	138,433.37
14. Remove Insulation - ISO board, 1 1/2"	583.74 SQ	31.23	0.00	1,823.02	20,053.22	(0.00)	20,053.22

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Main Bld -Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
15. Insulation - ISO board, 3"	583.74 SQ	336.98	0.00	19,670.88	216,379.59	(12,324.32)	204,055.27
16. Roofing felt - 15 lb.	583.74 SQ	24.71	0.00	1,442.42	15,866.64	(3,364.68)	12,501.96
17. R&R Flash parapet wall only 260 feet of interior parapet	90.00 LF	12.72	0.00	114.48	1,259.28	(147.52)	1,111.76
18. R&R Flashing - pipe jack - lead	14.00 EA	66.57	0.00	93.20	1,025.18	(161.26)	863.92
19. Additional charge for high roof (2 stories or greater)	583.74 SQ	4.08	0.00	238.16	2,619.82	(0.00)	2,619.82
20. Additional charge for high roof (2 stories or greater)	583.74 SQ	15.14	0.00	883.78	9,721.60	(0.00)	9,721.60
21. R&R Skylight - single dome venting, 12.6 - 15.5 sf	1.00 EA	668.37	0.00	66.84	735.21	(397.47)	337.74
22. Retrofit curb - extra large	2.00 EA	4,018.34	0.00	803.66	8,840.34	(4,048.00)	4,792.34
23. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	2.00 EA	120.16	0.00	24.04	264.36	(29.62)	234.74
24. Roof vent - Detach & reset	40.00 EA	62.49	0.00	249.96	2,749.56	(0.00)	2,749.56
Totals: Main Bld -Gravel ballast roof			0.00	65,527.18	720,798.66	61,190.10	659,608.56

Rear building 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
25. Roofer - per hour Temporary repairs	24.00 HR	105.04	0.00	252.10	2,773.06	(0.00)	2,773.06
26. Additional charge for high roof (2 stories or greater)	414.05 SQ	4.08	0.00	168.94	1,858.26	(0.00)	1,858.26
27. Additional charge for high roof (2 stories or greater)	414.05 SQ	15.14	0.00	626.88	6,895.60	(0.00)	6,895.60
28. R&R Modified bitumen roof	414.05 SQ	406.24	0.00	16,820.36	185,024.03	(21,909.68)	163,114.35
29. Remove Insulation - perlite board, 1"	414.05 SQ	31.23	0.00	1,293.08	14,223.86	(0.00)	14,223.86
30. Insulation - ISO board, 3"	414.05 SQ	336.98	0.00	13,952.66	153,479.23	(4,370.86)	149,108.37
31. R&R Standing seam metal roofing	64.00 SF	6.16	0.00	39.42	433.66	(0.00)	433.66
32. R&R Cap flashing - large	1,599.00 LF	23.12	0.00	3,696.90	40,665.78	(8,126.12)	32,539.66
33. R&R Flash parapet wall only - bitumen	1,732.00 LF	13.93	0.00	2,412.66	26,539.42	(2,572.02)	23,967.40
34. R&R Flashing - pipe jack - lead	22.00 EA	66.57	0.00	146.44	1,610.98	(253.41)	1,357.57
35. Retrofit curb	3.00 EA	1,344.17	0.00	403.26	4,435.77	(1,938.76)	2,497.01
Totals: Rear building 1			0.00	39,812.70	437,939.65	39,170.85	398,768.80

Art Boutin
 665 Floral
 New Braunfels, Tx78130

Sidewalk roofs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
36. R&R Patio Cover - Attached - Aluminum - Light load	2,097.00 SF	12.65	0.00	2,652.70	29,179.75	(0.00)	29,179.75
Totals: Sidewalk roofs			0.00	2,652.70	29,179.75	0.00	29,179.75

East elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
37. R&R Wrap wood window frame & trim with aluminum sheet - XLarge	16.00 EA	321.86	0.00	514.96	5,664.72	(225.92)	5,438.80
38. R&R Exterior wall pack - Sodium - 250 watt	4.00 EA	348.69	0.00	139.48	1,534.24	(556.60)	977.64
Totals: East elevation			0.00	654.44	7,198.96	782.52	6,416.44

HVAC

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
39. Heat, Vent, & Air Conditioning (Bid Item) Air Clinic Air Conditioning & Heating	1.00 EA	120,000.00	0.00	0.00	120,000.00	(0.00)	120,000.00
Totals: HVAC			0.00	0.00	120,000.00	0.00	120,000.00
Total: Exterior			0.00	111,777.10	1,349,547.90	101,143.47	1,248,404.43

Gym

Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
40. R&R Built-up roofing - gravel ballast	220.10 SQ	104.84	0.00	2,307.52	25,382.81	(435.80)	24,947.01
41. R&R Built-up 3 ply roofing - in place	220.10 SQ	357.51	0.00	7,868.80	86,556.75	(14,520.15)	72,036.60
42. R&R Insulation - perlite board, 1"	220.10 SQ	215.59	0.00	4,745.14	52,196.50	(0.00)	52,196.50
43. Remove Insulation - ISO board, 1 1/2"	220.10 SQ	31.23	0.00	687.38	7,561.10	(0.00)	7,561.10
44. Insulation - ISO board, 3"	220.10 SQ	336.98	0.00	7,416.94	81,586.24	(4,646.89)	76,939.35
45. Roofing felt - 15 lb.	220.10 SQ	24.71	0.00	543.86	5,982.53	(1,268.66)	4,713.87
46. R&R Gravel stop	1,177.00 LF	2.11	0.00	248.34	2,731.81	(488.28)	2,243.53
47. R&R Flash parapet wall only	171.00 LF	12.72	0.00	217.52	2,392.64	(280.27)	2,112.37

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
260 feet of interior parapet							
48. R&R Flashing - pipe jack - lead	14.00 EA	66.57	0.00	93.20	1,025.18	(161.26)	863.92
49. Additional charge for high roof (2 stories or greater)	220.10 SQ	4.08	0.00	89.80	987.81	(0.00)	987.81
50. Additional charge for high roof (2 stories or greater)	220.10 SQ	15.14	0.00	333.24	3,665.55	(0.00)	3,665.55
51. Retrofit curb - extra large	2.00 EA	4,018.34	0.00	803.66	8,840.34	(4,048.00)	4,792.34
52. Retrofit curb	2.00 EA	1,344.17	0.00	268.84	2,957.18	(0.00)	2,957.18
53. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	4.00 EA	120.16	0.00	48.06	528.70	(59.22)	469.48
54. Roof vent - Detach & reset	65.00 EA	62.49	0.00	406.18	4,468.03	(0.00)	4,468.03
55. Electrician - per hour	40.00 HR	98.01	0.00	392.04	4,312.44	(0.00)	4,312.44
Remove and reset electrical lines on roof							

Totals: Gravel ballast roof			0.00	26,470.52	291,175.61	25,908.53	265,267.08
Total: Gym			0.00	26,470.52	291,175.61	25,908.53	265,267.08

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
56. Skylight labor minimum*	1.00 EA	30.79	0.00	3.08	33.87	(0.00)	33.87
Totals: Labor Minimums Applied			0.00	3.08	33.87	0.00	33.87
Line Item Totals: DAVIS-MS			0.00	139,640.58	1,790,305.08	127,052.00	1,663,253.08

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	1,650,664.50
Overhead	69,820.29
Profit	69,820.29
Replacement Cost Value	\$1,790,305.08
Less Depreciation	(127,052.00)
Actual Cash Value	\$1,663,253.08
Net Claim	\$1,663,253.08
Total Recoverable Depreciation	127,052.00
Net Claim if Depreciation is Recovered	\$1,790,305.08

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
AWNINGS & PATIO COVERS	23,213.79		23,213.79
GENERAL DEMOLITION	178,218.33		178,218.33
ELECTRICAL	3,920.40		3,920.40
HEAVY EQUIPMENT	29,076.80		29,076.80
PERMITS AND FEES	4,220.92		4,220.92
HEAT, VENT & AIR CONDITIONING	22,794.21	9,122.50	13,671.71
LABOR ONLY	9,104.00		9,104.00
LIGHT FIXTURES	1,351.76	506.00	845.76
METAL STRUCTURES & COMPONENTS	369.28		369.28
ROOFING	1,118,315.32	105,306.53	1,013,008.79
SIDING	4,570.88	205.38	4,365.50
TEMPORARY REPAIRS	573.84		573.84
WINDOWS - SKYLIGHTS	675.91	361.33	314.58
O&P Items Subtotal	1,396,405.44	115,501.74	1,280,903.70
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	134,259.06		134,259.06
HEAT, VENT & AIR CONDITIONING	120,000.00		120,000.00
Non-O&P Items Subtotal	254,259.06	0.00	254,259.06
O&P Items Subtotal	1,396,405.44	115,501.74	1,280,903.70
Overhead	69,820.29	5,775.13	64,045.16
Profit	69,820.29	5,775.13	64,045.16
Total	1,790,305.08	127,052.00	1,663,253.08

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Gonzales Academy
Property: 518 E Magnolia
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 1/12/2019 8:52 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: GONZALES-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

GONZALES-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	1,049.40	0.00	104.94	1,154.34	(0.00)	1,154.34
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$990.00						
TECH SURCHARGE	\$29.70						
DEV SVC SURCHARGE	\$29.70						
Total:							
		\$1,049.40					
4. Engineering fees (Bid Item)	1.00 EA	23,662.53	0.00	0.00	23,662.53	(0.00)	23,662.53
Architect and engineering per Raba Kischner 8.13 percent 291,656.53x.0813=23711.68							
5. Commercial Supervision / Project Management - per hour	80.00 HR	56.90	0.00	455.20	5,007.20	(0.00)	5,007.20
Totals: General conditions			0.00	617.52	30,455.29	0.00	30,455.29

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Dumpster load - Approx. 20 yards, 4 tons of debris	2.00 EA	556.00	0.00	111.20	1,223.20	(0.00)	1,223.20
7. Telehandler/forklift and operator	80.00 HR	116.73	0.00	933.84	10,272.24	(0.00)	10,272.24
8. Crane and operator - 14 ton capacity - 65' extension boom	32.00 HR	130.00	0.00	416.00	4,576.00	(0.00)	4,576.00
Total: Exterior			0.00	1,461.04	16,071.44	0.00	16,071.44

Main building

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Additional charge for high roof (2 stories or greater)	66.00 SQ	4.08	0.00	26.92	296.20	(0.00)	296.20
10. Additional charge for high roof (2 stories or greater)	66.00 SQ	15.14	0.00	99.92	1,099.16	(0.00)	1,099.16
11. R&R Modified bitumen roof	66.00 SQ	406.24	0.00	2,681.18	29,493.02	(1,746.21)	27,746.81
12. R&R Insulation - perlite board, 1"	66.00 SQ	215.59	0.00	1,422.90	15,651.84	(165.78)	15,486.06

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
13. R&R Insulation - ISO board, 3"	66.00 SQ	368.21	0.00	2,430.18	26,732.04	(348.35)	26,383.69
14. R&R Cap flashing - large	590.00 LF	23.12	0.00	1,364.08	15,004.88	(1,499.20)	13,505.68
15. R&R Flash parapet wall only - bitumen	590.00 LF	13.93	0.00	821.88	9,040.58	(438.07)	8,602.51
16. Retrofit curb - large	5.00 EA	2,251.62	0.00	1,125.82	12,383.92	(5,491.76)	6,892.16
17. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	5.00 EA	120.16	0.00	60.08	660.88	(37.01)	623.87
18. R&R Exhaust cap - through roof - 6" to 8"	2.00 EA	79.13	0.00	15.82	174.08	(0.00)	174.08
Totals: Roof			0.00	10,048.78	110,536.60	9,726.38	100,810.22
Total: Main building			0.00	10,048.78	110,536.60	9,726.38	100,810.22

Out bld roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. R&R Ridge cap - composition shingles	73.00 LF	5.35	0.00	39.06	429.61	(14.46)	415.15
20. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	24.25 SQ	46.36	0.00	112.42	1,236.65	(0.00)	1,236.65
21. 3 tab - 25 yr. - composition shingle roofing - incl. felt	27.00 SQ	189.56	0.00	511.82	5,629.94	(478.47)	5,151.47
22. R&R Drip edge	212.00 LF	2.14	0.00	45.38	499.06	(21.99)	477.07
23. Asphalt starter - peel and stick	212.00 LF	1.86	0.00	39.44	433.76	(39.07)	394.69
24. R&R Flashing - pipe jack - lead	1.00 EA	66.57	0.00	6.66	73.23	(0.00)	73.23
25. Prime & paint roof vent	1.00 EA	27.79	0.00	2.78	30.57	(0.00)	30.57
26. Meter mast for overhead power - Detach & reset	1.00 EA	522.72	0.00	52.28	575.00	(0.00)	575.00
27. Prime & paint exterior fascia - wood, 6"- 8" wide	212.00 LF	1.67	0.00	35.40	389.44	(14.00)	375.44
28. Two ladders with jacks and plank (per week)	1.00 WK	325.12	0.00	32.52	357.64	(0.00)	357.64
29. R&R Continuous ridge vent - shingle- over style	30.00 LF	7.90	0.00	23.72	260.72	(14.95)	245.77
Totals: Out bld roof			0.00	901.48	9,915.62	582.94	9,332.68
Total: Exterior			0.00	12,411.30	136,523.66	10,309.32	126,214.34

Hvac

Art Boutin
665 Floral
New Braunfels, Tx78130

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
30. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	134,305.00	0.00	13,430.50	147,735.50	(0.00)	147,735.50
Totals: Hvac			0.00	13,430.50	147,735.50	0.00	147,735.50
Line Item Totals: GONZALES-529			0.00	26,459.32	314,714.45	10,309.32	304,405.13

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	288,255.13
Overhead	13,229.66
Profit	13,229.66
Replacement Cost Value	\$314,714.45
Less Depreciation	(10,309.32)
Actual Cash Value	\$304,405.13
Net Claim	\$304,405.13
Total Recoverable Depreciation	10,309.32
Net Claim if Depreciation is Recovered	\$314,714.45

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	10,882.73		10,882.73
ELECTRICAL	522.72		522.72
HEAVY EQUIPMENT	13,498.40		13,498.40
PERMITS AND FEES	1,049.40		1,049.40
HEAT, VENT & AIR CONDITIONING	145,563.10	4,992.50	140,570.60
LABOR ONLY	4,552.00		4,552.00
PAINTING	381.83	12.72	369.11
ROOFING	87,243.46	4,366.86	82,876.60
SCAFFOLDING	325.12		325.12
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	264,592.60	9,372.08	255,220.52
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	23,662.53		23,662.53
Non-O&P Items Subtotal	23,662.53	0.00	23,662.53
O&P Items Subtotal	264,592.60	9,372.08	255,220.52
Overhead	13,229.66	468.62	12,761.04
Profit	13,229.66	468.62	12,761.04
Total	314,714.45	10,309.32	304,405.13

Art Boutin
4507 Walton Heath Cir
Austin, TX 78747

Insured: Hawthorn Elementary
Property: 115 Josephine
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 1/15/2019 11:39 AM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: HAWTHORN-
ELEMENTARY

Art Boutin
 4507 Walton Heath Cir
 Austin, TX 78747

HAWTHORN-ELEMENTARY

General conditions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Temporary construction office - portable (trailer)	1.00 MO	0.00	279.08	0.00	27.90	306.98
2. Temporary toilet (per month)	2.00 MO	0.00	147.38	0.00	29.48	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	0.00	1,401.32	0.00	140.14	1,541.46
Fee Type	Fee Amount					
PERMIT FEE BUILDING	\$1,322.00					
TECH SURCHARGE	\$39.66					
DEV SVC SURCHARGE	\$39.66					
Total:						\$1,401.32
4. Engineering fees (Bid Item)	1.00 EA	0.00	37,156.00	0.00	0.00	37,156.00
Architect and engineering per Raba Kischner 8.13 percent 457029 x .0813 = 37156						
5. Commercial Supervision / Project Management - per hour	80.00 HR	0.00	56.90	0.00	455.20	5,007.20
Totals: General conditions				0.00	652.72	44,335.88

Exterior

Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
6. Dumpster load - Approx. 20 yards, 4 tons of debris	4.00 EA	556.00	0.00	0.00	222.40	2,446.40
7. Telehandler/forklift and operator	160.00 HR	0.00	116.73	0.00	1,867.68	20,544.48
8. Crane and operator - 14 ton capacity - 65' extension boom	80.00 HR	0.00	130.00	0.00	1,040.00	11,440.00
Total: Exterior				0.00	3,130.08	34,430.88

Main building

Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Additional charge for high roof (2 stories or greater)	304.20 SQ	4.08	0.00	0.00	124.12	1,365.26
10. Additional charge for high roof (2 stories or greater)	304.20 SQ	0.00	15.14	0.00	460.56	5,066.15
11. R&R Modified bitumen roof	304.20 SQ	41.38	364.86	0.00	12,357.82	135,936.03

Art Boutin
 4507 Walton Heath Cir
 Austin, TX 78747

CONTINUED - Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
12. R&R Insulation - perlite board, 1"	304.20 SQ	31.23	184.36	0.00	6,558.26	72,140.74
13. R&R Insulation - ISO board, 3"	304.20 SQ	31.23	336.98	0.00	11,200.96	123,210.45
14. R&R Cap flashing - large	1,515.00 LF	0.46	22.66	0.00	3,502.70	38,529.50
15. R&R Flash parapet wall only - bitumen	1,515.00 LF	1.54	12.39	0.00	2,110.40	23,214.35
16. Retrofit curb - large	5.00 EA	0.00	2,251.62	0.00	1,125.82	12,383.92
Totals: Roof				0.00	37,440.64	411,846.40

Walkway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
17. R&R Metal roofing	560.00 SF	0.39	5.41	0.00	324.80	3,572.80
Totals: Walkway				0.00	324.80	3,572.80
Total: Main building				0.00	37,765.44	415,419.20
Total: Exterior				0.00	40,895.52	449,850.08
Line Item Totals: HAWTHORN-ELEMENTARY				0.00	41,548.24	494,185.96

Art Boutin
4507 Walton Heath Cir
Austin, TX 78747

Summary for Dwelling

Line Item Total	452,637.72
Overhead	20,774.12
Profit	20,774.12
Replacement Cost Value	\$494,185.96
Less Depreciation	(18,138.48)
Actual Cash Value	\$476,047.48
Net Claim	\$476,047.48
Total Recoverable Depreciation	18,138.48
Net Claim if Depreciation is Recovered	\$494,185.96

Art Boutin
4507 Walton Heath Cir
Austin, TX 78747

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	38,301.68		38,301.68
HEAVY EQUIPMENT	29,076.80		29,076.80
PERMITS AND FEES	1,401.32		1,401.32
HEAT, VENT & AIR CONDITIONING	11,258.10	2,496.25	8,761.85
LABOR ONLY	4,552.00		4,552.00
ROOFING	330,317.98	13,993.29	316,324.69
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	415,481.72	16,489.54	398,992.18
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	37,156.00		37,156.00
Non-O&P Items Subtotal	37,156.00	0.00	37,156.00
O&P Items Subtotal	415,481.72	16,489.54	398,992.18
Overhead	20,774.12	824.47	19,949.65
Profit	20,774.12	824.47	19,949.65
Total	494,185.96	18,138.48	476,047.48

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Thomas Jefferson High School
Property: 723 Donaldson Ave
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/11/2018 9:19 AM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: JEFFERSON-HS-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

JEFFERSON-HS-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	2.00 MO	279.08	0.00	55.82	613.98	(0.00)	613.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	3,165.00	0.00	316.50	3,481.50	(0.00)	3,481.50
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$2,986.00						
TECH SURCHARGE	\$89.58						
DEV SVC SURCHARGE	\$89.58						
Total:							
		\$3,165.16					
4. Engineering fees (Bid Item)	1.00 EA	104,988.00	0.00	0.00	104,988.00	(0.00)	104,988.00
Architect and engineering per Raba Kischner 8.13 percent							
1,291,370 x .0813 = 104,988							
5. Commercial Supervision / Project Management - per hour	320.00 HR	56.90	0.00	1,820.80	20,028.80	(0.00)	20,028.80
Totals: General conditions			0.00	2,222.60	129,436.52	0.00	129,436.52

Main building

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Telehandler/forklift and operator	40.00 HR	116.73	0.00	466.92	5,136.12	(0.00)	5,136.12
7. Crane and operator - 14 ton capacity - 65' extension boom	40.00 HR	130.00	0.00	520.00	5,720.00	(0.00)	5,720.00
8. Dumpster load - Approx. 40 yards, 7-8 tons of debris	10.00 EA	842.02	0.00	842.02	9,262.22	(0.00)	9,262.22
Total: Exterior			0.00	1,828.94	20,118.34	0.00	20,118.34

Roofs

Roofs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Specialty Items (Bid Item) Metal dome*	2.00 EA	20,000.00	0.00	4,000.00	44,000.00	(0.00)	44,000.00
Total: Roofs			0.00	4,000.00	44,000.00	0.00	44,000.00

Art Boutin
 665 Floral
 New Braunfels, Tx78130

Tile roofs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
10. Tile roofing - Clay - Barrel (mission) tile	3.00 SQ	732.04	0.00	219.62	2,415.74	(0.00)	2,415.74
11. Additional charge for high roof (2 stories or greater)	3.00 SQ	4.08	0.00	1.22	13.46	(0.00)	13.46
12. Additional charge for high roof (2 stories or greater)	3.00 SQ	15.14	0.00	4.54	49.96	(0.00)	49.96
13. R&R Roof vent - dormer type - Metal	4.00 EA	79.15	0.00	31.66	348.26	(0.00)	348.26
Totals: Tile roofs			0.00	257.04	2,827.42	0.00	2,827.42

Bitumen roofs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
14. Additional charge for high roof (2 stories or greater)	1,977.15 SQ	4.08	0.00	806.68	8,873.45	(0.00)	8,873.45
15. Additional charge for high roof (2 stories or greater)	318.10 SQ	15.14	0.00	481.60	5,297.63	(0.00)	5,297.63
16. R&R Flash parapet wall only - bitumen	4,249.00 LF	13.93	0.00	5,918.86	65,107.43	(12,619.54)	52,487.89
17. Elastomeric roof coating - Flat roof	197,715. SF 00	2.49	0.00	49,231.04	541,541.39	(0.00)	541,541.39
18. Clean with pressure/chemical spray	197,715. SF 00	0.32	0.00	6,326.88	69,595.68	(0.00)	69,595.68
Totals: Bitumen roofs			0.00	62,765.06	690,415.58	12,619.54	677,796.04

Auditorium roof

Auditorium roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. Additional charge for high roof (2 stories or greater)	111.60 SQ	4.08	0.00	45.54	500.87	(0.00)	500.87
20. Additional charge for high roof (2 stories or greater)	111.60 SQ	15.14	0.00	168.96	1,858.58	(0.00)	1,858.58
21. Elastomeric roof coating - Flat roof	1,116.00 SF	2.49	0.00	277.88	3,056.72	(871.60)	2,185.12
22. R&R Flash parapet wall only - bitumen	426.00 LF	13.93	0.00	593.42	6,527.60	(1,265.22)	5,262.38
23. Retrofit curb	2.00 EA	1,344.17	0.00	268.84	2,957.18	(0.00)	2,957.18
Total: Auditorium roof			0.00	1,354.64	14,900.95	2,136.82	12,764.13

Gravel ballast

Art Boutin
 665 Floral
 New Braunfels, Tx78130

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
24. R&R Built-up 3 ply roofing - in place	12.00 SQ	357.51	0.00	429.00	4,719.12	(0.00)	4,719.12
25. R&R Built-up roofing - gravel ballast	12.00 SQ	104.84	0.00	125.80	1,383.88	(0.00)	1,383.88
26. R&R Insulation - perlite board, 1"	12.00 SQ	215.59	0.00	258.72	2,845.80	(120.56)	2,725.24
27. R&R Insulation - ISO board, 1 1/2"	12.00 SQ	241.38	0.00	289.66	3,186.22	(0.00)	3,186.22
28. R&R Flash parapet wall only	404.00 LF	12.72	0.00	513.90	5,652.78	(662.16)	4,990.62
29. Additional charge for high roof (2 stories or greater)	12.00 SQ	4.08	0.00	4.90	53.86	(0.00)	53.86
30. Additional charge for high roof (2 stories or greater)	12.00 SQ	15.14	0.00	18.16	199.84	(0.00)	199.84
Totals: Gravel ballast			0.00	1,640.14	18,041.50	782.72	17,258.78
Total: Auditorium roof			0.00	2,994.78	32,942.45	2,919.54	30,022.91

Domes

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Price per Woody Chipman - historical architect							
31. SPECIALTY ITEMS	2.00 EA	20,000.00	0.00	4,000.00	44,000.00	(0.00)	44,000.00
32. Crane and operator - 14 ton capacity - 65' extension boom	8.00 HR	130.00	0.00	104.00	1,144.00	(0.00)	1,144.00
33. Roofer - per hour	32.00 HR	105.04	0.00	336.12	3,697.40	(0.00)	3,697.40
Totals: Domes			0.00	4,440.12	48,841.40	0.00	48,841.40
Total: Roofs			0.00	74,457.00	819,026.85	15,539.08	803,487.77

Front Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
34. Exterior light fixture - Premium grade	4.00 EA	183.83	0.00	73.54	808.86	(484.00)	324.86
35. R&R Gutter / downspout - copper - 7" to 8"	330.00 LF	35.81	0.00	1,181.74	12,999.04	(2,864.32)	10,134.72
Totals: Front Elevation			0.00	1,255.28	13,807.90	3,348.32	10,459.58

Rear Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
36. R&R Gutter / downspout - copper - 7" to 8"	290.00 LF	35.81	0.00	1,038.50	11,423.40	(2,517.13)	8,906.27

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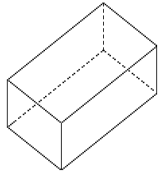
CONTINUED - Rear Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Rear Elevation			0.00	1,038.50	11,423.40	2,517.13	8,906.27
Total: Exterior			0.00	78,579.72	864,376.49	21,404.53	842,971.96

Interior

Hallway

LxWxH 54' x 19' x 12'

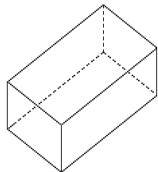


1752.00 SF Walls	1026.00 SF Ceiling
2778.00 SF Walls & Ceiling	1026.00 SF Floor
114.00 SY Flooring	146.00 LF Floor Perimeter
648.00 SF Long Wall	228.00 SF Short Wall
146.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
37. Apply anti-microbial agent to the walls and ceiling	2,778.00 SF	0.22	0.00	61.12	672.28	(0.00)	672.28
38. Clean exterior masonry - acid wash	1,752.00 SF	0.52	0.00	91.10	1,002.14	(0.00)	1,002.14
39. R&R 5/8" drywall - hung, taped, floated, ready for paint	1,026.00 SF	2.85	0.00	292.42	3,216.52	(0.00)	3,216.52
40. Seal/prime then paint the ceiling twice (3 coats)	1,026.00 SF	1.03	0.00	105.68	1,162.46	(0.00)	1,162.46
41. Mask wall - plastic, paper, tape (per LF)	146.00 LF	1.45	0.00	21.18	232.88	(0.00)	232.88
42. Floor protection - self-adhesive plastic film	1,026.00 SF	0.51	0.00	52.32	575.58	(0.00)	575.58
43. Clean floor, strip & wax	1,026.00 SF	0.79	0.00	81.06	891.60	(0.00)	891.60
Totals: Hallway			0.00	704.88	7,753.46	0.00	7,753.46

Auditorium

LxWxH 100' x 96' x 40'



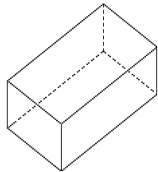
15680.00 SF Walls	9600.00 SF Ceiling
25280.00 SF Walls & Ceiling	9600.00 SF Floor
1066.67 SY Flooring	392.00 LF Floor Perimeter
4000.00 SF Long Wall	3840.00 SF Short Wall
392.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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CONTINUED - Auditorium

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
44. Scaffolding (Bid Item)	1.00 EA	5,000.00	0.00	500.00	5,500.00	(0.00)	5,500.00
45. Seal/prime then paint the walls twice (3 coats)	15,680.00 SF	1.03	0.00	1,615.04	17,765.44	(0.00)	17,765.44
46. R&R Acoustic ceiling tile - High grade	9,600.00 SF	5.27	0.00	5,059.20	55,651.20	(0.00)	55,651.20
47. Seal & paint acoustic ceiling tile	9,600.00 SF	0.96	0.00	921.60	10,137.60	(0.00)	10,137.60
48. Painting (Bid Item) Ornate design*	1.00 EA	5,000.00	0.00	500.00	5,500.00	(0.00)	5,500.00
49. Floor protection - self-adhesive plastic film	9,600.00 SF	0.51	0.00	489.60	5,385.60	(0.00)	5,385.60
50. Protect contents - Cover with plastic	9,600.00 SF	0.27	0.00	259.20	2,851.20	(0.00)	2,851.20
51. Remove Glue down carpet - heavy traffic	2,000.00 SF	0.48	0.00	96.00	1,056.00	(0.00)	1,056.00
52. Glue down carpet - heavy traffic	2,300.00 SF	4.41	0.00	1,014.30	11,157.30	(0.00)	11,157.30
15 % waste added for Glue down carpet - heavy traffic.							
53. Floor prep (scrape rubber back residue)	2,000.00 SF	0.53	0.00	106.00	1,166.00	(0.00)	1,166.00
Totals: Auditorium			0.00	10,560.94	116,170.34	0.00	116,170.34



Stage

LxWxH 100' x 30' x 57'

11856.00 SF Walls	3000.00 SF Ceiling
14856.00 SF Walls & Ceiling	3000.00 SF Floor
333.33 SY Flooring	208.00 LF Floor Perimeter
5700.00 SF Long Wall	1710.00 SF Short Wall
208.00 LF Ceil. Perimeter	

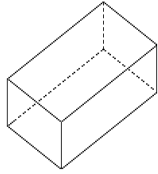
Missing Wall - Goes to Floor/Ceiling

52' X 57'

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
54. Scaffolding (Bid Item)	1.00 EA	5,000.00	0.00	500.00	5,500.00	(0.00)	5,500.00
55. Seal/prime then paint the walls and ceiling twice (3 coats)	14,856.00 SF	1.03	0.00	1,530.16	16,831.84	(0.00)	16,831.84
56. Floor protection - self-adhesive plastic film	3,000.00 SF	0.51	0.00	153.00	1,683.00	(0.00)	1,683.00
57. Protect contents - Cover with plastic	3,000.00 SF	0.27	0.00	81.00	891.00	(0.00)	891.00
Totals: Stage			0.00	2,264.16	24,905.84	0.00	24,905.84

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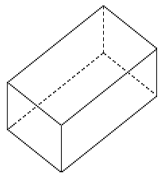


Upstairs hall

LxWxH 130' x 11' 6" x 10'

2830.00 SF Walls	1495.00 SF Ceiling
4325.00 SF Walls & Ceiling	1495.00 SF Floor
166.11 SY Flooring	283.00 LF Floor Perimeter
1300.00 SF Long Wall	115.00 SF Short Wall
283.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
58. R&R Suspended ceiling grid - 2' x 4'	149.50 SF	1.96	0.00	29.30	322.32	(0.00)	322.32
Totals: Upstairs hall			0.00	29.30	322.32	0.00	322.32

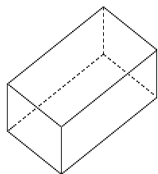


Room 3600

LxWxH 34' x 28' x 10'

1240.00 SF Walls	952.00 SF Ceiling
2192.00 SF Walls & Ceiling	952.00 SF Floor
105.78 SY Flooring	124.00 LF Floor Perimeter
340.00 SF Long Wall	280.00 SF Short Wall
124.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
59. R&R Suspended ceiling grid - 2' x 4'	190.40 SF	1.96	0.00	37.32	410.51	(0.00)	410.51
Totals: Room 3600			0.00	37.32	410.51	0.00	410.51



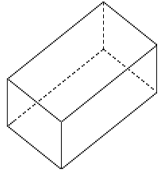
Room 3602

LxWxH 40' x 26' x 10'

1320.00 SF Walls	1040.00 SF Ceiling
2360.00 SF Walls & Ceiling	1040.00 SF Floor
115.56 SY Flooring	132.00 LF Floor Perimeter
400.00 SF Long Wall	260.00 SF Short Wall
132.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
60. R&R Suspended ceiling grid - 2' x 4'	208.00 SF	1.96	0.00	40.78	448.46	(0.00)	448.46
Totals: Room 3602			0.00	40.78	448.46	0.00	448.46

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 New Braunfels, Tx78130



Room 3604

LxWxH 40' x 26' x 10'

1320.00 SF Walls	1040.00 SF Ceiling
2360.00 SF Walls & Ceiling	1040.00 SF Floor
115.56 SY Flooring	132.00 LF Floor Perimeter
400.00 SF Long Wall	260.00 SF Short Wall
132.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
61. R&R Suspended ceiling grid - 2' x 4'	208.00 SF	1.96	0.00	40.78	448.46	(0.00)	448.46
Totals: Room 3604			0.00	40.78	448.46	0.00	448.46
Total: Interior			0.00	13,678.16	150,459.39	0.00	150,459.39
Total: Main building			0.00	92,257.88	1,014,835.88	21,404.53	993,431.35

Building 2

Exterior

Bitumen roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
62. Additional charge for high roof (2 stories or greater)	1,977.15 SQ	4.08	0.00	806.68	8,873.45	(0.00)	8,873.45
63. Additional charge for high roof (2 stories or greater)	1,977.15 SQ	15.14	0.00	2,993.40	32,927.45	(0.00)	32,927.45
64. Roll roofing	1,977.15 SQ	89.27	0.00	17,650.02	194,150.20	(123,140.85)	71,009.35
Totals: Bitumen roof			0.00	21,450.10	235,951.10	123,140.85	112,810.25
Total: Exterior			0.00	21,450.10	235,951.10	123,140.85	112,810.25
Total: Building 2			0.00	21,450.10	235,951.10	123,140.85	112,810.25

Building 4

Bitumen roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
65. Additional charge for high roof (2 stories or greater)	40.86 SQ	4.08	0.00	16.68	183.39	(0.00)	183.39
66. Additional charge for high roof (2 stories or greater)	40.86 SQ	15.14	0.00	61.86	680.48	(0.00)	680.48
67. Elastomeric roof coating - Flat roof	4,086.00 SF	2.49	0.00	1,017.42	11,191.56	(0.00)	11,191.56

Art Boutin
 665 Floral
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CONTINUED - Bitumen roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
68. Clean with pressure/chemical spray	4,086.00 SF	0.32	0.00	130.76	1,438.28	(0.00)	1,438.28
Totals: Bitumen roof			0.00	1,226.72	13,493.71	0.00	13,493.71
Total: Building 4			0.00	1,226.72	13,493.71	0.00	13,493.71

Hvac Air Clinic

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
69. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	2,400.00	0.00	240.00	2,640.00	(0.00)	2,640.00
Totals: Hvac Air Clinic			0.00	240.00	2,640.00	0.00	2,640.00
Line Item Totals: JEFFERSON-HS-529			0.00	117,397.30	1,396,357.21	144,545.38	1,251,811.83

Grand Total Areas:

35,998.00 SF Walls	18,153.00 SF Ceiling	54,151.00 SF Walls and Ceiling
18,153.00 SF Floor	2,017.00 SY Flooring	1,417.00 LF Floor Perimeter
12,788.00 SF Long Wall	6,693.00 SF Short Wall	1,417.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	1,278,959.91
Overhead	58,698.65
Profit	58,698.65
Replacement Cost Value	\$1,396,357.21
Less Depreciation	(144,545.38)
Actual Cash Value	\$1,251,811.83
Net Claim	\$1,251,811.83
Total Recoverable Depreciation	144,545.38
Net Claim if Depreciation is Recovered	\$1,396,357.21

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
ACOUSTICAL TREATMENTS	47,551.74		47,551.74
CLEANING	66,297.90		66,297.90
CONTENT MANIPULATION	3,402.00		3,402.00
GENERAL DEMOLITION	41,108.11		41,108.11
DRYWALL	2,807.48		2,807.48
HEAVY EQUIPMENT	10,909.20		10,909.20
FLOOR COVERING - CARPET	11,203.00		11,203.00
PERMITS AND FEES	3,165.00		3,165.00
HEAT, VENT & AIR CONDITIONING	5,088.34		5,088.34
LABOR ONLY	18,208.00		18,208.00
LIGHT FIXTURES	735.32	440.00	295.32
PAINTING	53,674.12		53,674.12
ROOFING	796,397.22	126,072.65	670,324.57
SCAFFOLDING	10,000.00		10,000.00
SOFFIT, FASCIA, & GUTTER	21,960.40	4,892.21	17,068.19
SPECIALTY ITEMS	80,000.00		80,000.00
TEMPORARY REPAIRS	852.92		852.92
WATER EXTRACTION & REMEDIATION	611.16		611.16
O&P Items Subtotal	1,173,971.91	131,404.86	1,042,567.05
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	104,988.00		104,988.00
Non-O&P Items Subtotal	104,988.00	0.00	104,988.00
O&P Items Subtotal	1,173,971.91	131,404.86	1,042,567.05
Overhead	58,698.65	6,570.26	52,128.39
Profit	58,698.65	6,570.26	52,128.39
Total	1,396,357.21	144,545.38	1,251,811.83

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Lamar Elementary
Property: 201 Parland
San Antonio

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 1/13/2019 7:07 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: LAMAR-ELEM-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

LAMAR-ELEM-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	1,221.12	0.00	122.12	1,343.24	(0.00)	1,343.24
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$1,152.00						
TECH SURCHARGE	\$34.56						
DEV SVC SURCHARGE	\$34.56						
Total:							
		\$1,221.12					
4. Engineering fees (Bid Item)	1.00 EA	30,255.39	0.00	0.00	30,255.39	(0.00)	30,255.39
Architect and engineering per Raba Kischner 8.13 percent							
372145 x .0813 = 30,255.39							
5. Commercial Supervision / Project Management - per hour	160.00 HR	56.90	0.00	910.40	10,014.40	(0.00)	10,014.40
Totals: General conditions			0.00	1,089.90	42,244.25	0.00	42,244.25

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Dumpster load - Approx. 20 yards, 4 tons of debris	4.00 EA	556.00	0.00	222.40	2,446.40	(0.00)	2,446.40
7. Telehandler/forklift and operator	160.00 HR	116.73	0.00	1,867.68	20,544.48	(0.00)	20,544.48
8. Crane and operator - 14 ton capacity - 65' extension boom	80.00 HR	130.00	0.00	1,040.00	11,440.00	(0.00)	11,440.00
Total: Exterior			0.00	3,130.08	34,430.88	0.00	34,430.88

Main building

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Additional charge for high roof (2 stories or greater)	256.00 SQ	4.08	0.00	104.44	1,148.92	(0.00)	1,148.92
10. Additional charge for high roof (2 stories or greater)	256.00 SQ	15.14	0.00	387.58	4,263.42	(0.00)	4,263.42
11. R&R Modified bitumen roof	256.00 SQ	406.24	0.00	10,399.74	114,397.18	(6,773.18)	107,624.00
12. Remove Insulation - perlite board, 1"	256.00 SQ	31.23	0.00	799.48	8,794.36	(0.00)	8,794.36

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
13. Insulation - ISO board, 3"	256.00 SQ	336.98	0.00	8,626.68	94,893.56	(1,351.21)	93,542.35
14. R&R Cap flashing - large	683.00 LF	23.12	0.00	1,579.10	17,370.06	(1,735.51)	15,634.55
15. Retrofit curb - large	5.00 EA	2,251.62	0.00	1,125.82	12,383.92	(0.00)	12,383.92
16. R&R Flash parapet wall only - bitumen	683.00 LF	13.93	0.00	951.42	10,465.61	(507.13)	9,958.48
Totals: Roof			0.00	23,974.26	263,717.03	10,367.03	253,350.00

Arched metal roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
17. R&R Metal roofing - Premium grade	1,720.83 SF	8.39	0.00	1,443.78	15,881.54	(323.05)	15,558.49
Totals: Arched metal roof			0.00	1,443.78	15,881.54	323.05	15,558.49
Total: Main building			0.00	25,418.04	279,598.57	10,690.08	268,908.49

Hvac Air Clinic

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
18. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	850.00	0.00	85.00	935.00	(0.00)	935.00
Totals: Hvac Air Clinic			0.00	85.00	935.00	0.00	935.00
Total: Exterior			0.00	28,633.12	314,964.45	10,690.08	304,274.37

Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. Additional charge for high roof (2 stories or greater)	22.17 SQ	4.08	0.00	9.04	99.49	(0.00)	99.49
20. Additional charge for high roof (2 stories or greater)	22.17 SQ	15.14	0.00	33.56	369.21	(0.00)	369.21
21. R&R Built-up 3 ply roofing - in place	22.17 SQ	357.51	0.00	792.60	8,718.60	(365.64)	8,352.96
22. Remove Insulation - perlite board, 1"	22.17 SQ	31.23	0.00	69.24	761.61	(0.00)	761.61

Art Boutin
665 Floral
New Braunfels, Tx78130

CONTINUED - Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
23. Insulation - ISO board, 1 1/2"	22.17 SQ	210.15	0.00	465.90	5,124.93	(63.20)	5,061.73
24. R&R Cap flashing - large	739.00 LF	23.12	0.00	1,708.58	18,794.26	(1,877.79)	16,916.47
25. R&R Flash parapet wall only - bitumen Perimeter x 3 feet	739.00 LF	13.93	0.00	1,029.42	11,323.69	(548.71)	10,774.98
Totals: Gravel ballast roof			0.00	4,108.34	45,191.79	2,855.34	42,336.45
Line Item Totals: LAMAR-ELEM-529			0.00	33,831.36	402,400.49	13,545.42	388,855.07

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	368,569.13
Overhead	16,915.68
Profit	16,915.68
Replacement Cost Value	\$402,400.49
Less Depreciation	(13,545.42)
Actual Cash Value	\$388,855.07
Net Claim	\$388,855.07
Total Recoverable Depreciation	13,545.42
Net Claim if Depreciation is Recovered	\$402,400.49

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	27,199.23		27,199.23
HEAVY EQUIPMENT	29,076.80		29,076.80
PERMITS AND FEES	1,221.12		1,221.12
HEAT, VENT & AIR CONDITIONING	12,108.10		12,108.10
LABOR ONLY	9,104.00		9,104.00
ROOFING	259,030.65	12,314.04	246,716.61
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	338,313.74	12,314.04	325,999.70
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	30,255.39		30,255.39
Non-O&P Items Subtotal	30,255.39	0.00	30,255.39
O&P Items Subtotal	338,313.74	12,314.04	325,999.70
Overhead	16,915.68	615.69	16,299.99
Profit	16,915.68	615.69	16,299.99
Total	402,400.49	13,545.42	388,855.07

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Maverick Elementary
Property: 107 Raleigh Place
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 1/12/2019 8:58 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: MAVERICK-529

Art Boutin
665 Floral
New Braunfels, Tx78130

MAVERICK-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	1,647.00	0.00	164.70	1,811.70	(0.00)	1,811.70
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$1,554.00						
TECH SURCHARGE	\$46.62						
DEV SVC SURCHARGE	\$46.62						
Total:							
		\$1,647.24					
4. Engineering fees (Bid Item)	1.00 EA	42,982.57	0.00	0.00	42,982.57	(0.00)	42,982.57
Architect and engineering per Raba Kischner 8.13 percent 528,690.89x.0813=42,982.57							
5. Commercial Supervision / Project Management - per hour	160.00 HR	56.90	0.00	910.40	10,014.40	(0.00)	10,014.40
Totals: General conditions			0.00	1,132.48	55,439.89	0.00	55,439.89

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Dumpster load - Approx. 20 yards, 4 tons of debris	4.00 EA	556.00	0.00	222.40	2,446.40	(0.00)	2,446.40
7. Telehandler/forklift and operator	160.00 HR	116.73	0.00	1,867.68	20,544.48	(0.00)	20,544.48
8. Crane and operator - 14 ton capacity - 65' extension boom	80.00 HR	130.00	0.00	1,040.00	11,440.00	(0.00)	11,440.00
Total: Exterior			0.00	3,130.08	34,430.88	0.00	34,430.88

Main building

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Additional charge for high roof (2 stories or greater)	362.00 SQ	4.08	0.00	147.70	1,624.66	(0.00)	1,624.66
10. Additional charge for high roof (2 stories or greater)	362.00 SQ	15.14	0.00	548.06	6,028.74	(0.00)	6,028.74
11. R&R Modified bitumen roof	362.00 SQ	406.24	0.00	14,705.90	161,764.78	(9,577.71)	152,187.07
12. R&R Insulation - perlite board, 1"	362.00 SQ	215.59	0.00	7,804.36	85,847.94	(909.23)	84,938.71

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
13. R&R Insulation - ISO board, 3"	362.00 SQ	368.21	0.00	13,329.20	146,621.22	(1,910.70)	144,710.52
14. R&R Cap flashing - large	395.00 LF	23.12	0.00	913.26	10,045.66	(1,003.69)	9,041.97
15. R&R Flash parapet wall only - bitumen	395.00 LF	13.93	0.00	550.24	6,052.59	(293.29)	5,759.30
Totals: Roof			0.00	37,998.72	417,985.59	13,694.62	404,290.97
Total: Main building			0.00	37,998.72	417,985.59	13,694.62	404,290.97

Bld 734 roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
16. R&R Ridge cap - composition shingles	68.00 LF	5.35	0.00	36.38	400.18	(13.46)	386.72
17. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	21.76 SQ	46.36	0.00	100.88	1,109.67	(0.00)	1,109.67
18. 3 tab - 25 yr. - composition shingle roofing - incl. felt	24.00 SQ	189.56	0.00	454.94	5,004.38	(425.30)	4,579.08
19. R&R Drip edge	200.00 LF	2.14	0.00	42.80	470.80	(20.74)	450.06
20. Asphalt starter - peel and stick	136.00 LF	1.86	0.00	25.30	278.26	(25.06)	253.20
21. R&R Flashing - pipe jack - lead	1.00 EA	66.57	0.00	6.66	73.23	(0.00)	73.23
22. Prime & paint roof vent	1.00 EA	27.79	0.00	2.78	30.57	(0.00)	30.57
23. Meter mast for overhead power - Detach & reset	1.00 EA	522.72	0.00	52.28	575.00	(0.00)	575.00
24. Prime & paint exterior fascia - wood, 6"- 8" wide	200.00 LF	1.67	0.00	33.40	367.40	(13.20)	354.20
25. Two ladders with jacks and plank (per week)	1.00 WK	325.12	0.00	32.52	357.64	(0.00)	357.64
Totals: Bld 734 roof			0.00	787.94	8,667.13	497.76	8,169.37

Bld 741 roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
26. R&R Ridge cap - composition shingles	48.00 LF	5.35	0.00	25.68	282.48	(9.50)	272.98
27. R&R Continuous ridge vent - shingle-over style	20.00 LF	7.90	0.00	15.80	173.80	(9.96)	163.84
28. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	24.48 SQ	46.36	0.00	113.48	1,248.37	(0.00)	1,248.37

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CONTINUED - Bld 741 roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
29. 3 tab - 25 yr. - composition shingle roofing - incl. felt	27.00 SQ	189.56	0.00	511.82	5,629.94	(478.47)	5,151.47
30. R&R Drip edge	208.00 LF	2.14	0.00	44.50	489.62	(21.57)	468.05
31. Asphalt starter - peel and stick	136.00 LF	1.86	0.00	25.30	278.26	(25.06)	253.20
32. R&R Flashing - pipe jack - lead	1.00 EA	66.57	0.00	6.66	73.23	(0.00)	73.23
33. Prime & paint roof vent	1.00 EA	27.79	0.00	2.78	30.57	(0.00)	30.57
34. Meter mast for overhead power - Detach & reset	1.00 EA	522.72	0.00	52.28	575.00	(0.00)	575.00
35. Prime & paint exterior fascia - wood, 6"- 8" wide	208.00 LF	1.67	0.00	34.74	382.10	(13.72)	368.38
36. Two ladders with jacks and plank (per week)	1.00 WK	325.12	0.00	32.52	357.64	(0.00)	357.64
Totals: Bld 741 roof			0.00	865.56	9,521.01	558.28	8,962.73

Bld 772 roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
37. R&R Ridge cap - composition shingles	48.00 LF	5.35	0.00	25.68	282.48	(9.50)	272.98
38. R&R Continuous ridge vent - shingle-over style	20.00 LF	7.90	0.00	15.80	173.80	(9.96)	163.84
39. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	24.48 SQ	46.36	0.00	113.48	1,248.37	(0.00)	1,248.37
40. 3 tab - 25 yr. - composition shingle roofing - incl. felt	27.00 SQ	189.56	0.00	511.82	5,629.94	(478.47)	5,151.47
41. R&R Drip edge	208.00 LF	2.14	0.00	44.50	489.62	(21.57)	468.05
42. Asphalt starter - peel and stick	136.00 LF	1.86	0.00	25.30	278.26	(25.06)	253.20
43. R&R Flashing - pipe jack - lead	1.00 EA	66.57	0.00	6.66	73.23	(0.00)	73.23
44. Prime & paint roof vent	1.00 EA	27.79	0.00	2.78	30.57	(0.00)	30.57
45. Meter mast for overhead power - Detach & reset	1.00 EA	522.72	0.00	52.28	575.00	(0.00)	575.00
46. Prime & paint exterior fascia - wood, 6"- 8" wide	208.00 LF	1.67	0.00	34.74	382.10	(13.72)	368.38
47. Two ladders with jacks and plank (per week)	1.00 WK	325.12	0.00	32.52	357.64	(0.00)	357.64
Totals: Bld 772 roof			0.00	865.56	9,521.01	558.28	8,962.73

Bld 754 roof

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 New Braunfels, Tx78130

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
48. R&R Ridge cap - composition shingles	68.00 LF	5.35	0.00	36.38	400.18	(13.46)	386.72
49. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	24.48 SQ	46.36	0.00	113.48	1,248.37	(0.00)	1,248.37
50. 3 tab - 25 yr. - composition shingle roofing - incl. felt	27.00 SQ	189.56	0.00	511.82	5,629.94	(478.47)	5,151.47
51. R&R Drip edge	208.00 LF	2.14	0.00	44.50	489.62	(21.57)	468.05
52. Asphalt starter - peel and stick	136.00 LF	1.86	0.00	25.30	278.26	(25.06)	253.20
53. R&R Flashing - pipe jack - lead	1.00 EA	66.57	0.00	6.66	73.23	(0.00)	73.23
54. Prime & paint roof vent	1.00 EA	27.79	0.00	2.78	30.57	(0.00)	30.57
55. Meter mast for overhead power - Detach & reset	1.00 EA	522.72	0.00	52.28	575.00	(0.00)	575.00
56. Prime & paint exterior fascia - wood, 6" - 8" wide	208.00 LF	1.67	0.00	34.74	382.10	(13.72)	368.38
57. Two ladders with jacks and plank (per week)	1.00 WK	325.12	0.00	32.52	357.64	(0.00)	357.64
Totals: Bld 754 roof			0.00	860.46	9,464.91	552.28	8,912.63
Total: Exterior			0.00	44,508.32	489,590.53	15,861.22	473,729.31

Hvac

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
58. Heat, Vent, & Air Conditioning (Bid Item) Air Clinic Air Conditioning and Heating	1.00 EA	24,958.00	0.00	2,495.80	27,453.80	(0.00)	27,453.80
Totals: Hvac			0.00	2,495.80	27,453.80	0.00	27,453.80
Line Item Totals: MAVERICK-529			0.00	48,136.60	572,484.22	15,861.22	556,623.00

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665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	524,347.62
Overhead	24,068.30
Profit	24,068.30
Replacement Cost Value	\$572,484.22
Less Depreciation	(15,861.22)
Actual Cash Value	\$556,623.00
Net Claim	\$556,623.00
Total Recoverable Depreciation	15,861.22
Net Claim if Depreciation is Recovered	\$572,484.22

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	47,243.66		47,243.66
ELECTRICAL	2,090.88		2,090.88
HEAVY EQUIPMENT	29,076.80		29,076.80
PERMITS AND FEES	1,647.00		1,647.00
HEAT, VENT & AIR CONDITIONING	24,958.00		24,958.00
LABOR ONLY	9,104.00		9,104.00
PAINTING	1,487.24	49.44	1,437.80
ROOFING	363,883.15	14,369.90	349,513.25
SCAFFOLDING	1,300.48		1,300.48
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	481,365.05	14,419.34	466,945.71
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	42,982.57		42,982.57
Non-O&P Items Subtotal	42,982.57	0.00	42,982.57
O&P Items Subtotal	481,365.05	14,419.34	466,945.71
Overhead	24,068.30	720.94	23,347.36
Profit	24,068.30	720.94	23,347.36
Total	572,484.22	15,861.22	556,623.00

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Pershing Elementary
Property: 600 Sandmeyer
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/18/2018 8:54 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: PERSHING

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 New Braunfels, Tx78130

PERSHING

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	1,329.24	0.00	132.92	1,462.16	(0.00)	1,462.16
Minimum Fees Due for Permit Issuance							
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$1,254.00						
TECH SURCHARGE	\$37.62						
DEV SVC SURCHARGE	\$37.62						
Total:		\$1,329.24					
2. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
3. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
4. Engineering fees (Bid Item)	1.00 EA	34,359.17	0.00	0.00	34,359.17	(0.00)	34,359.17
Architect and engineering per Raba Kischner 8.13 percent $422,622.91 \times 0.0813 = \$34,359.17$							
5. Commercial Supervision / Project Management - per hour	160.00 HR	56.90	0.00	910.40	10,014.40	(0.00)	10,014.40
Totals: General conditions			0.00	1,100.70	46,466.95	0.00	46,466.95

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Dumpster load - Approx. 20 yards, 4 tons of debris	4.00 EA	556.00	0.00	222.40	2,446.40	(0.00)	2,446.40
7. Telehandler/forklift and operator	160.00 HR	116.73	0.00	1,867.68	20,544.48	(0.00)	20,544.48
8. Crane and operator - 14 ton capacity - 65' extension boom	80.00 HR	130.00	0.00	1,040.00	11,440.00	(0.00)	11,440.00
Total: Exterior			0.00	3,130.08	34,430.88	0.00	34,430.88

Main Building

Built up roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Additional charge for high roof (2 stories or greater)	99.86 SQ	4.08	0.00	40.74	448.17	(0.00)	448.17
10. Additional charge for high roof (2 stories or greater)	99.86 SQ	15.14	0.00	151.18	1,663.06	(0.00)	1,663.06
11. R&R Modified bitumen roof	99.86 SQ	406.24	0.00	4,056.72	44,623.85	(0.00)	44,623.85

Art Boutin
 665 Floral
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CONTINUED - Built up roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. R&R Insulation - perlite board, 1"	99.86 SQ	215.59	0.00	2,152.88	23,681.70	(0.00)	23,681.70
13. R&R Insulation - ISO board, 3"	99.86 SQ	368.21	0.00	3,676.94	40,446.39	(0.00)	40,446.39
14. R&R Cap flashing - large	395.00 LF	23.12	0.00	913.26	10,045.66	(0.00)	10,045.66
Totals: Built up roof			0.00	10,991.72	120,908.83	0.00	120,908.83

Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
15. R&R Built-up roofing - gravel ballast	57.09 SQ	104.84	0.00	598.52	6,583.83	(0.00)	6,583.83
16. R&R Built-up 3 ply roofing - in place Parapet 1902 x3 = 57.09 sq repair	57.09 SQ	357.51	0.00	2,041.02	22,451.27	(3,766.26)	18,685.01
17. R&R Insulation - perlite board, 1"	57.09 SQ	215.59	0.00	1,230.82	13,538.85	(573.56)	12,965.29
18. Roofing felt - 15 lb.	57.09 SQ	24.71	0.00	141.06	1,551.75	(329.07)	1,222.68
19. R&R Flash parapet wall only 260 feet of interior parapet	1,902.00 LF	12.72	0.00	2,419.34	26,612.78	(3,117.38)	23,495.40
20. R&R Cap flashing - large	129.00 LF	23.12	0.00	298.26	3,280.74	(1,311.16)	1,969.58
21. R&R Flashing - pipe jack - lead	8.00 EA	66.57	0.00	53.26	585.82	(92.15)	493.67
22. Additional charge for high roof (2 stories or greater)	57.09 SQ	4.08	0.00	23.30	256.23	(0.00)	256.23
23. Additional charge for high roof (2 stories or greater)	27.09 SQ	15.14	0.00	41.02	451.16	(0.00)	451.16
24. Retrofit curb - extra large	3.00 EA	4,018.34	0.00	1,205.50	13,260.52	(6,072.00)	7,188.52
25. Retrofit curb	2.00 EA	1,344.17	0.00	268.84	2,957.18	(1,292.50)	1,664.68
26. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	5.00 EA	120.16	0.00	60.08	660.88	(74.04)	586.84
27. Roof vent - Detach & reset	8.00 EA	62.49	0.00	50.00	549.92	(0.00)	549.92
Totals: Gravel ballast roof			0.00	8,431.02	92,740.93	16,628.12	76,112.81

West elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
28. R&R Wrap wood window frame & trim with aluminum sheet - XLarge	20.00 EA	321.86	0.00	643.72	7,080.92	(282.40)	6,798.52
29. Scaffolding (Bid Item)	1.00 EA	2,000.00	0.00	200.00	2,200.00	(0.00)	2,200.00

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 New Braunfels, Tx78130

CONTINUED - West elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: West elevation			0.00	843.72	9,280.92	282.40	8,998.52

Arch roof sidewalk

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
30. Commercial sign (Bid Item)	1.00 EA	8,000.00	0.00	800.00	8,800.00	(0.00)	8,800.00
31. R&R Metal roofing - Premium grade	1,736.00 SF	8.39	0.00	1,456.50	16,021.54	(651.81)	15,369.73
32. R&R Patio Cover - Attached - Aluminum - Light load	668.00 SF	12.65	0.00	845.02	9,295.22	(1,584.71)	7,710.51
Totals: Arch roof sidewalk			0.00	3,101.52	34,116.76	2,236.52	31,880.24
Total: Main Building			0.00	23,367.98	257,047.44	19,147.04	237,900.40

Sidewalk roofs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
33. R&R Patio Cover - Attached - Aluminum - Light load	2,752.00 SF	12.65	0.00	3,481.28	38,294.08	(0.00)	38,294.08
Totals: Sidewalk roofs			0.00	3,481.28	38,294.08	0.00	38,294.08

Building 2

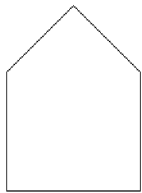
Metal roof 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
34. Additional charge for high roof (2 stories or greater)	55.55 SQ	4.08	0.00	22.66	249.30	(0.00)	249.30
35. Additional charge for high roof (2 stories or greater)	55.55 SQ	15.14	0.00	84.10	925.13	(0.00)	925.13
36. Bird stop - Eave closure strip for tile roofing - metal	348.00 LF	3.08	0.00	107.18	1,179.02	(60.10)	1,118.92
37. R&R Ridge cap - metal roofing	87.00 LF	7.32	0.00	63.68	700.52	(14.23)	686.29
38. Remove Metal roofing - ribbed - 24 gauge - up to 1"	5,394.00 SF	0.39	0.00	210.36	2,314.02	(0.00)	2,314.02

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CONTINUED - Metal roof 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
39. Metal roofing - ribbed - 24 gauge - up to 1"	5,660.00 SF	5.90	0.00	3,339.40	36,733.40	(0.00)	36,733.40
40. R&R Drip edge	174.00 LF	2.14	0.00	37.24	409.60	(0.00)	409.60
41. Gutter / downspout - Detach & reset	328.00 LF	3.89	0.00	127.60	1,403.52	(0.00)	1,403.52
42. Roof vent - Detach & reset	5.00 EA	62.49	0.00	31.24	343.69	(0.00)	343.69
43. R&R Ridge vent - Metal roofing - floating ventilator	87.00 LF	33.91	0.00	295.02	3,245.19	(0.00)	3,245.19
44. Telehandler/forklift and operator	40.00 HR	116.73	0.00	466.92	5,136.12	(0.00)	5,136.12
Totals: Metal roof 1			0.00	4,785.40	52,639.51	74.33	52,565.18



West elevation

Formula Elevation 60' x 2' x 6'

300.00 SF Walls
 300.00 SF Long Wall
 61.19 LF Ceil. Perimeter

60.00 LF Floor Perimeter
 300.00 SF Short Wall

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
45. R&R Siding - steel (29 gauge)	300.00 SF	6.27	0.00	188.10	2,069.10	(0.00)	2,069.10
46. Scaffolding (Bid Item)	1.00 EA	1,000.00	0.00	100.00	1,100.00	(0.00)	1,100.00
Totals: West elevation			0.00	288.10	3,169.10	0.00	3,169.10

HVAC

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
47. R&R Central air - condenser unit - 5 ton - 16-21 SEER	2.00 EA	3,026.23	0.00	605.26	6,657.72	(1,833.33)	4,824.39
48. R&R Central air - condenser unit - 3 ton - 14-15 SEER	1.00 EA	2,123.17	0.00	212.32	2,335.49	(610.52)	1,724.97
Totals: HVAC			0.00	817.58	8,993.21	2,443.85	6,549.36
Total: Building 2			0.00	5,891.08	64,801.82	2,518.18	62,283.64

Art Boutin
665 Floral
New Braunfels, Tx78130

Playground

Tent 1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
49. Awnings & Patio Covers (Bid Item)	1,320.00 SF	6.00	0.00	792.00	8,712.00	(0.00)	8,712.00
50. Telehandler/forklift and operator	8.00 HR	116.73	0.00	93.38	1,027.22	(0.00)	1,027.22
Totals: Tent 1			0.00	885.38	9,739.22	0.00	9,739.22

Tent 2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
51. Awnings & Patio Covers (Bid Item)	784.00 SF	6.00	0.00	470.40	5,174.40	(0.00)	5,174.40
52. Telehandler/forklift and operator	8.00 HR	116.73	0.00	93.38	1,027.22	(0.00)	1,027.22
Totals: Tent 2			0.00	563.78	6,201.62	0.00	6,201.62

Total: Playground			0.00	1,449.16	15,940.84	0.00	15,940.84
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Total: Exterior			0.00	37,319.58	410,515.06	21,665.22	388,849.84
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Line Item Totals: PERSHING			0.00	38,420.28	456,982.01	21,665.22	435,316.79
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Grand Total Areas:

300.00 SF Walls	0.00 SF Ceiling	300.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	60.00 LF Floor Perimeter
300.00 SF Long Wall	300.00 SF Short Wall	61.19 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	418,561.73
Overhead	19,210.14
Profit	19,210.14
Replacement Cost Value	\$456,982.01
Less Depreciation	(21,665.22)
Actual Cash Value	\$435,316.79
Net Claim	\$435,316.79
Total Recoverable Depreciation	21,665.22
Net Claim if Depreciation is Recovered	\$456,982.01

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
AWNINGS & PATIO COVERS	50,483.40	1,440.65	49,042.75
GENERAL DEMOLITION	34,009.22		34,009.22
MISC. EQUIPMENT - COMMERCIAL	8,000.00		8,000.00
HEAVY EQUIPMENT	35,613.68		35,613.68
PERMITS AND FEES	1,329.24		1,329.24
HEAT, VENT & AIR CONDITIONING	22,822.21	8,916.69	13,905.52
LABOR ONLY	9,104.00		9,104.00
ROOFING	210,507.45	9,081.58	201,425.87
SCAFFOLDING	3,000.00		3,000.00
SIDING	7,483.60	256.72	7,226.88
SOFFIT, FASCIA, & GUTTER	1,275.92		1,275.92
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	384,202.56	19,695.64	364,506.92
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	34,359.17		34,359.17
Non-O&P Items Subtotal	34,359.17	0.00	34,359.17
O&P Items Subtotal	384,202.56	19,695.64	364,506.92
Overhead	19,210.14	984.79	18,225.35
Profit	19,210.14	984.79	18,225.35
Total	456,982.01	21,665.22	435,316.79

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Pfeifer / EETC
Property: 4551 Dietrich
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/21/2018 1:39 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: PFEIFER-EETC

Art Boutin
 665 Floral
 New Braunfels, Tx78130

PFEIFER-EETC

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	1,494.60	0.00	149.46	1,644.06	(0.00)	1,644.06
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$1,410.00						
TECH SURCHARGE	\$42.30						
DEV SVC SURCHARGE	\$42.30						
Total:							
\$1,494.60							
2. Temporary toilet (per month)	1.00 MO	147.38	0.00	14.74	162.12	(0.00)	162.12
3. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
4. Engineering fees (Bid Item)	1.00 EA	40,764.51	0.00	0.00	40,764.51	(0.00)	40,764.51
Architect and engineering per Raba Kischner 8.13 percent							
501,408.55 x .0813 = \$40,764.51							
5. Commercial Supervision / Project Management - per hour	80.00 HR	56.90	0.00	455.20	5,007.20	(0.00)	5,007.20
Totals: General conditions			0.00	647.30	47,884.87	0.00	47,884.87

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Telehandler/forklift and operator	40.00 HR	116.73	0.00	466.92	5,136.12	(0.00)	5,136.12
Total: Exterior			0.00	466.92	5,136.12	0.00	5,136.12

Main Building

Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
7. R&R Built-up roofing - gravel ballast	209.88 SQ	104.84	0.00	2,200.38	24,204.20	(415.56)	23,788.64
8. R&R Gravel stop	952.00 LF	2.11	0.00	200.88	2,209.60	(394.94)	1,814.66
9. R&R Built-up 3 ply roofing - in place	209.88 SQ	357.51	0.00	7,503.42	82,537.62	(13,845.92)	68,691.70
10. R&R Insulation - perlite board, 1"	209.88 SQ	215.59	0.00	4,524.80	49,772.83	(0.00)	49,772.83
11. Remove Insulation - ISO board, 1 1/2"	209.88 SQ	31.23	0.00	655.46	7,210.01	(0.00)	7,210.01
12. Insulation - ISO board, 3"	209.88 SQ	336.98	0.00	7,072.54	77,797.90	(4,431.12)	73,366.78
13. Roofing felt - 15 lb.	209.88 SQ	24.71	0.00	518.62	5,704.75	(1,209.75)	4,495.00
14. R&R Flashing - pipe jack - lead	14.00 EA	66.57	0.00	93.20	1,025.18	(161.26)	863.92

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
15. Additional charge for high roof (2 stories or greater)	209.88 SQ	4.08	0.00	85.64	941.95	(0.00)	941.95
16. Additional charge for high roof (2 stories or greater)	209.88 SQ	15.14	0.00	317.76	3,495.34	(0.00)	3,495.34
17. Retrofit curb - extra large	1.00 EA	4,018.34	0.00	401.84	4,420.18	(2,024.00)	2,396.18
18. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	1.00 EA	120.16	0.00	12.02	132.18	(14.80)	117.38
19. R&R Flash parapet wall only - bitumen	272.00 LF	13.93	0.00	378.88	4,167.84	(403.92)	3,763.92
Totals: Gravel ballast roof			0.00	23,965.44	263,619.58	22,901.27	240,718.31
Total: Main Building			0.00	23,965.44	263,619.58	22,901.27	240,718.31

Building 2

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
20. Roofer - per hour Temporary repairs	24.00 HR	105.04	0.00	252.10	2,773.06	(0.00)	2,773.06
21. Additional charge for high roof (2 stories or greater)	168.96 SQ	4.08	0.00	68.94	758.30	(0.00)	758.30
22. Additional charge for high roof (2 stories or greater)	168.96 SQ	15.14	0.00	255.80	2,813.85	(0.00)	2,813.85
23. R&R Modified bitumen roof	168.96 SQ	406.24	0.00	6,863.84	75,502.15	(13,410.89)	62,091.26
24. R&R Insulation - perlite board, 1"	168.96 SQ	215.59	0.00	3,642.60	40,068.69	(1,273.12)	38,795.57
25. R&R Insulation - ISO board, 3"	168.93 SQ	368.21	0.00	6,220.16	68,421.87	(2,674.93)	65,746.94
26. R&R Cap flashing - large	220.00 LF	23.12	0.00	508.64	5,595.04	(1,677.06)	3,917.98
27. R&R Flash parapet wall only - bitumen	144.00 LF	13.93	0.00	200.60	2,206.52	(320.76)	1,885.76
28. R&R Flashing - pipe jack - lead	12.00 EA	66.57	0.00	79.88	878.72	(207.33)	671.39
29. ROOFING - downblast exhaust vent	4.00 EA	749.99	0.00	300.00	3,299.96	(0.00)	3,299.96
Totals: Roof			0.00	18,392.56	202,318.16	19,564.09	182,754.07
Total: Building 2			0.00	18,392.56	202,318.16	19,564.09	182,754.07

Ac building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
PFEIFER-EETC						5/29/2020	Page: 3

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Ac building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
30. R&R Modified bitumen roof	4.80 SQ	406.24	0.00	195.00	2,144.95	(126.99)	2,017.96
31. R&R Insulation - ISO board, 3"	4.80 SQ	368.21	0.00	176.76	1,944.16	(25.33)	1,918.83
32. ROOFING - downblast exhaust vent	1.00 EA	749.99	0.00	75.00	824.99	(0.00)	824.99
33. R&R Furnace vent - rain cap and storm collar, 6"	1.00 EA	70.00	0.00	7.00	77.00	(5.76)	71.24
34. R&R Flashing - pipe jack - lead	1.00 EA	66.57	0.00	6.66	73.23	(5.76)	67.47
Totals: Ac building			0.00	460.42	5,064.33	163.84	4,900.49
Total: Exterior			0.00	43,285.34	476,138.19	42,629.20	433,508.99

HVAC

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Air Clinic Air Conditioning and Heating							
35. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	16,500.00	0.00	1,650.00	18,150.00	(0.00)	18,150.00
Totals: HVAC			0.00	1,650.00	18,150.00	0.00	18,150.00
Line Item Totals: PFEIFER-EETC			0.00	45,582.64	542,173.06	42,629.20	499,543.86

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	496,590.42
Overhead	22,791.32
Profit	22,791.32
Replacement Cost Value	\$542,173.06
Less Depreciation	(42,629.20)
Actual Cash Value	\$499,543.86
Net Claim	\$499,543.86
Total Recoverable Depreciation	42,629.20
Net Claim if Depreciation is Recovered	\$542,173.06

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	55,022.89		55,022.89
HEAVY EQUIPMENT	4,669.20		4,669.20
PERMITS AND FEES	1,494.60		1,494.60
HEAT, VENT & AIR CONDITIONING	20,580.07	1,845.24	18,734.83
LABOR ONLY	4,552.00		4,552.00
ROOFING	369,080.69	36,908.62	332,172.07
TEMPORARY REPAIRS	426.46		426.46
O&P Items Subtotal	455,825.91	38,753.86	417,072.05
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	40,764.51		40,764.51
Non-O&P Items Subtotal	40,764.51	0.00	40,764.51
O&P Items Subtotal	455,825.91	38,753.86	417,072.05
Overhead	22,791.32	1,937.67	20,853.65
Profit	22,791.32	1,937.67	20,853.65
Total	542,173.06	42,629.20	499,543.86

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Plant Services
Property: 1110 Austin St
SAn Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/20/2016
Date Inspected:

Date Received:
Date Entered: 1/13/2019 2:18 PM

Price List: TXSA8X_MAR18
Restoration/Service/Remodel
Estimate: PLANT-SERVICES-SAT

Art Boutin
 665 Floral
 New Braunfels, Tx78130

PLANT-SERVICES-SAT

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	2,020.36	0.00	2,020.36	(0.00)	2,020.36
Fee Type Fee Amount						
PERMIT FEE BUILDING		\$1,906.00				
TECH SURCHARGE		\$57.18				
DEV SVC SURCHARGE		\$57.18				
Total:						
\$2,020.36						
2. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	279.08	(0.00)	279.08
3. Temporary toilet (per month)	1.00 MO	130.00	0.00	130.00	(0.00)	130.00
4. Engineering fees (Bid Item)	1.00 EA	56,192.00	0.00	56,192.00	(0.00)	56,192.00
.0813 x 691,170 =56,192						
Totals: General conditions			0.00	58,621.44	0.00	58,621.44

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
5. Telehandler/forklift and operator	80.00 HR	93.14	0.00	7,451.20	(0.00)	7,451.20
6. Crane and operator - 14 ton capacity - 65' extension boom	8.00 HR	120.00	0.00	960.00	(0.00)	960.00
Total: Exterior			0.00	8,411.20	0.00	8,411.20

Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
7. R&R Built-up roofing - gravel ballast	258.38 SQ	101.91	0.00	26,331.50	(465.08)	25,866.42
8. R&R Built-up 3 ply roofing - in place	258.38 SQ	355.64	0.00	91,890.27	(15,408.06)	76,482.21
9. R&R Insulation - perlite board, 1"	258.38 SQ	215.50	0.00	55,680.89	(2,359.87)	53,321.02
10. Remove Insulation - ISO board, 1 1/2"	258.38 SQ	31.16	0.00	8,051.12	(0.00)	8,051.12
11. Insulation - ISO board, 3"	258.38 SQ	336.97	0.00	87,066.31	(4,959.17)	82,107.14
12. Roofing felt - 15 lb.	258.38 SQ	22.34	0.00	5,772.21	(1,343.58)	4,428.63
13. R&R Flash parapet wall only	555.00 LF	12.66	0.00	7,026.30	(793.65)	6,232.65
14. R&R Cap flashing - large	555.00 LF	22.33	0.00	12,393.15	(5,128.20)	7,264.95
15. R&R Flashing - pipe jack - lead	6.00 EA	59.87	0.00	359.22	(54.86)	304.36
16. Remove Additional charge for high roof (2 stories or greater)	258.38 SQ	4.08	0.00	1,054.19	(0.00)	1,054.19
17. Additional charge for high roof (2 stories or greater)	258.38 SQ	13.34	0.00	3,446.79	(0.00)	3,446.79

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
18. Retrofit curb - extra large	3.00 EA	4,012.42	0.00	12,037.26	(5,520.00)	6,517.26
19. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	3.00 EA	120.09	0.00	360.27	(40.38)	319.89
20. Roof vent - Detach & reset	8.00 EA	55.09	0.00	440.72	(0.00)	440.72
Totals: Gravel ballast roof			0.00	311,910.20	36,072.85	275,837.35

Roof 2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
21. R&R Built-up roofing - gravel ballast	200.20 SQ	101.91	0.00	20,402.39	(360.36)	20,042.03
22. R&R Built-up 3 ply roofing - in place	200.20 SQ	355.64	0.00	71,199.13	(11,938.59)	59,260.54
23. R&R Insulation - perlite board, 1"	200.20 SQ	215.50	0.00	43,143.10	(1,828.49)	41,314.61
24. Remove Insulation - ISO board, 1 1/2"	200.20 SQ	31.16	0.00	6,238.23	(0.00)	6,238.23
25. Insulation - ISO board, 3"	200.20 SQ	336.97	0.00	67,461.39	(3,842.51)	63,618.88
26. Roofing felt - 15 lb.	200.20 SQ	22.34	0.00	4,472.47	(1,041.04)	3,431.43
27. R&R Gravel stop	664.00 LF	2.11	0.00	1,401.04	(250.42)	1,150.62
28. R&R Flashing - pipe jack - lead	8.00 EA	59.87	0.00	478.96	(73.14)	405.82
29. Remove Additional charge for high roof (2 stories or greater)	200.20 SQ	4.08	0.00	816.82	(0.00)	816.82
30. Additional charge for high roof (2 stories or greater)	200.20 SQ	13.34	0.00	2,670.67	(0.00)	2,670.67
31. Roof vent - Detach & reset	14.00 EA	55.09	0.00	771.26	(0.00)	771.26
Totals: Roof 2			0.00	219,055.46	19,334.55	199,720.91

Roof 3

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
32. R&R Built-up roofing - gravel ballast	137.80 SQ	101.91	0.00	14,043.19	(248.04)	13,795.15
33. R&R Built-up 3 ply roofing - in place	137.80 SQ	355.64	0.00	49,007.19	(8,217.47)	40,789.72
34. R&R Insulation - perlite board, 1"	137.80 SQ	215.50	0.00	29,695.90	(1,258.57)	28,437.33
35. Remove Insulation - ISO board, 1 1/2"	137.80 SQ	31.16	0.00	4,293.85	(0.00)	4,293.85
36. Insulation - ISO board, 3"	137.80 SQ	336.97	0.00	46,434.47	(2,644.84)	43,789.63
37. Roofing felt - 15 lb.	137.80 SQ	22.34	0.00	3,078.45	(716.56)	2,361.89
38. R&R Gravel stop	688.00 LF	2.11	0.00	1,451.68	(259.47)	1,192.21
260 feet of interior parapet						

Art Boutin
665 Floral
New Braunfels, Tx78130

CONTINUED - Roof 3

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
39. R&R Flashing - pipe jack - lead	9.00 EA	59.87	0.00	538.83	(82.29)	456.54
40. Remove Additional charge for high roof (2 stories or greater)	137.80 SQ	4.08	0.00	562.22	(0.00)	562.22
41. Additional charge for high roof (2 stories or greater)	137.80 SQ	13.34	0.00	1,838.25	(0.00)	1,838.25
42. Roof vent - Detach & reset	8.00 EA	55.09	0.00	440.72	(0.00)	440.72
Totals: Roof 3			0.00	151,384.75	13,427.24	137,957.51
Total: Exterior			0.00	690,761.61	68,834.64	621,926.97
Line Item Totals: PLANT-SERVICES-SAT			0.00	749,383.05	68,834.64	680,548.41

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	749,383.05
Replacement Cost Value	\$749,383.05
Less Depreciation	(68,834.64)
Actual Cash Value	\$680,548.41
Net Claim	\$680,548.41
Total Recoverable Depreciation	68,834.64
Net Claim if Depreciation is Recovered	\$749,383.05

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	99,258.26		99,258.26
HEAVY EQUIPMENT	8,411.20		8,411.20
PERMITS AND FEES	58,212.36		58,212.36
HEAT, VENT & AIR CONDITIONING	12,037.26	5,520.00	6,517.26
ROOFING	571,054.89	63,314.64	507,740.25
TEMPORARY REPAIRS	409.08		409.08
Subtotal	749,383.05	68,834.64	680,548.41

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: ROTC
Property: 607 Burleson
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 1/13/2019 2:57 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: ROTC-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

ROTC-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary toilet (per month)	1.00 MO	147.38	0.00	14.74	162.12	(0.00)	162.12
2. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	160.00	0.00	16.00	176.00	(0.00)	176.00
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$150.96						
TECH SURCHARGE	\$4.53						
DEV SVC SURCHARGE	\$4.53						
Total:							
\$160.02							
3. Engineering fees (Bid Item)	1.00 EA	641.00	0.00	64.10	705.10	(0.00)	705.10
.0813 x 7894 = 641.78							
Totals: General conditions			0.00	94.84	1,043.22	0.00	1,043.22

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
4. Telehandler/forklift and operator	4.00 HR	116.73	0.00	46.70	513.62	(0.00)	513.62
Total: Exterior			0.00	46.70	513.62	0.00	513.62

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
5. R&R Built-up 3 ply roofing - in place	6.00 SQ	357.51	0.00	214.52	2,359.58	(197.92)	2,161.66
6. R&R Insulation - perlite board, 1"	6.00 SQ	215.59	0.00	129.36	1,422.90	(60.28)	1,362.62
7. Remove Insulation - ISO board, 1 1/2"	6.00 SQ	31.23	0.00	18.74	206.12	(0.00)	206.12
8. Insulation - ISO board, 3"	6.00 SQ	336.98	0.00	202.18	2,224.06	(63.34)	2,160.72
9. R&R Flashing - pipe jack - lead	2.00 EA	66.57	0.00	13.30	146.44	(23.04)	123.40
10. R&R Roof vent - active ventilation	1.00 EA	95.23	0.00	9.52	104.75	(7.71)	97.04
11. R&R Power attic vent cover only - metal	1.00 EA	89.43	0.00	8.94	98.37	(0.00)	98.37
Totals: Roof			0.00	596.56	6,562.22	352.29	6,209.93
Total: Exterior			0.00	643.26	7,075.84	352.29	6,723.55

Art Boutin
665 Floral
New Braunfels, Tx78130

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. Roofing labor minimum*	1.00 EA	264.07	0.00	26.40	290.47	(0.00)	290.47
13. Heat, vent, & air cond. labor minimum*	1.00 EA	172.50	0.00	17.26	189.76	(0.00)	189.76
Totals: Labor Minimums Applied			0.00	43.66	480.23	0.00	480.23
Line Item Totals: ROTC-529			0.00	781.76	8,599.29	352.29	8,247.00

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	7,817.53
Overhead	390.88
Profit	390.88
Replacement Cost Value	\$8,599.29
Less Depreciation	(352.29)
Actual Cash Value	\$8,247.00
Net Claim	\$8,247.00
Total Recoverable Depreciation	352.29
Net Claim if Depreciation is Recovered	\$8,599.29

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	684.93		684.93
HEAVY EQUIPMENT	466.92		466.92
PERMITS AND FEES	801.00		801.00
HEAT, VENT & AIR CONDITIONING	252.28		252.28
ROOFING	5,465.02	320.25	5,144.77
TEMPORARY REPAIRS	147.38		147.38
O&P Items Subtotal	7,817.53	320.25	7,497.28
Overhead	390.88	16.02	374.86
Profit	390.88	16.02	374.86
Total	8,599.29	352.29	8,247.00

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Sam Houston High School
Property: 4635 E Houston
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/3/2018 8:25 AM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: SAM-HOUSTON-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

SAM-HOUSTON-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	2.00 MO	279.08	0.00	55.82	613.98	(0.00)	613.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	5,874.52	0.00	587.46	6,461.98	(0.00)	6,461.98
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$5,542.00						
TECH SURCHARGE	\$166.26						
DEV SVC SURCHARGE	\$166.26						
Total:							
		\$5,874.52					
4. Engineering fees (Bid Item)	1.00 EA	209,077.99	0.00	0.00	209,077.99	(0.00)	209,077.99
Architect and engineering per Raba Kischner 8.13 percent							
2,571,864.75 x .0813 = \$ 209,077.99							
5. Commercial Supervision / Project Management - per hour	200.00 HR	56.90	0.00	1,138.00	12,518.00	(0.00)	12,518.00
Totals: General conditions			0.00	1,810.76	228,996.19	0.00	228,996.19

Main Building

Main Building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Telehandler/forklift and operator	320.00 HR	116.73	0.00	3,735.36	41,088.96	(0.00)	41,088.96
7. Crane and operator - 14 ton capacity - 65' extension boom	80.00 HR	130.00	0.00	1,040.00	11,440.00	(0.00)	11,440.00
Total: Main Building			0.00	4,775.36	52,528.96	0.00	52,528.96

Bitumen roofing

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
8. Additional charge for high roof (2 stories or greater)	920.85 SQ	4.08	0.00	375.70	4,132.77	(0.00)	4,132.77
9. Additional charge for high roof (2 stories or greater)	920.85 SQ	15.14	0.00	1,394.16	15,335.83	(0.00)	15,335.83
10. R&R Modified bitumen roof	920.85 SQ	406.24	0.00	37,408.62	411,494.72	(97,454.48)	314,040.24
11. R&R Insulation - ISO board, 3"	920.85 SQ	368.21	0.00	33,906.62	372,972.80	(19,441.60)	353,531.20
12. R&R Cap flashing - large	415.00 LF	23.12	0.00	959.50	10,554.30	(4,218.06)	6,336.24
13. R&R Flash parapet wall only - bitumen	415.00 LF	13.93	0.00	578.10	6,359.05	(1,232.56)	5,126.49
14. R&R Flashing - pipe jack - lead	4.00 EA	66.57	0.00	26.64	292.92	(46.07)	246.85

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Bitumen roofing

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
15. Step flashing	164.00 LF	7.54	0.00	123.66	1,360.22	(139.17)	1,221.05
16. R&R Skylight - flat fixed, 9.1 - 10 sf	8.00 EA	553.75	0.00	443.00	4,873.00	(3,743.16)	1,129.84
17. Retrofit curb	9.00 EA	1,344.17	0.00	1,209.76	13,307.29	(5,816.26)	7,491.03
18. Retrofit curb - extra large	2.00 EA	4,018.34	0.00	803.66	8,840.34	(4,048.00)	4,792.34
19. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	11.00 EA	120.16	0.00	132.18	1,453.94	(162.86)	1,291.08
Totals: Bitumen roofing			0.00	77,361.60	850,977.18	136,302.22	714,674.96

Gravel ballast

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
20. Additional charge for high roof (2 stories or greater)	389.05 SQ	4.08	0.00	158.74	1,746.06	(0.00)	1,746.06
21. Additional charge for high roof (2 stories or greater)	389.05 SQ	15.14	0.00	589.02	6,479.24	(0.00)	6,479.24
22. R&R Built-up 3 ply roofing - in place	389.05 SQ	357.51	0.00	13,908.92	152,998.19	(25,665.89)	127,332.30
23. R&R Built-up roofing - gravel ballast	389.05 SQ	104.84	0.00	4,078.80	44,866.80	(770.31)	44,096.49
24. Retrofit curb	2.00 EA	1,344.17	0.00	268.84	2,957.18	(1,292.50)	1,664.68
25. Retrofit curb - extra large	2.00 EA	4,018.34	0.00	803.66	8,840.34	(4,048.00)	4,792.34
26. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	2.00 EA	120.16	0.00	24.04	264.36	(29.62)	234.74
27. R&R Insulation - perlite board, 1"	389.05 SQ	215.59	0.00	8,387.52	92,262.81	(3,908.66)	88,354.15
28. Remove Insulation - ISO board, 1 1/2"	389.05 SQ	31.23	0.00	1,215.00	13,365.03	(0.00)	13,365.03
29. Insulation - ISO board, 3"	389.05 SQ	336.98	0.00	13,110.20	144,212.27	(8,213.89)	135,998.38
30. Roofing felt - 15 lb.	389.05 SQ	24.71	0.00	961.34	10,574.77	(2,242.48)	8,332.29
31. R&R Flash parapet wall only	169.00 LF	12.72	0.00	214.96	2,364.64	(276.99)	2,087.65
32. R&R Gravel stop	1,118.00 LF	2.11	0.00	235.90	2,594.88	(463.81)	2,131.07
33. R&R Flashing - pipe jack - lead	8.00 EA	66.57	0.00	53.26	585.82	(92.15)	493.67
34. Roof vent - Detach & reset	8.00 EA	62.49	0.00	50.00	549.92	(0.00)	549.92
35. R&R Metal decking, 1 1/2" 16 gauge galvanized - 'B'	19,452. SF 50	8.45	0.00	16,437.36	180,810.99	(9,500.61)	171,310.38
Totals: Gravel ballast			0.00	60,497.56	665,473.30	56,504.91	608,968.39

Metal roof

Art Boutin
 665 Floral
 New Braunfels, Tx78130

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
36. R&R Ridge cap - metal roofing	360.00 LF	7.32	0.00	263.52	2,898.72	(117.74)	2,780.98
37. Bird stop - Eave closure strip for tile roofing - metal	720.00 LF	3.08	0.00	221.76	2,439.36	(248.68)	2,190.68
38. R&R Standing seam metal roofing	7,490.00 SF	6.16	0.00	4,613.86	50,752.26	(2,109.18)	48,643.08
39. Additional charge for high roof (2 stories or greater)	7,490.00 SQ	4.08	0.00	3,055.92	33,615.12	(0.00)	33,615.12
40. Additional charge for high roof (2 stories or greater)	7,490.00 SQ	15.14	0.00	11,339.86	124,738.46	(0.00)	124,738.46
Totals: Metal roof			0.00	19,494.92	214,443.92	2,475.60	211,968.32

Gym

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
41. Roofer - per hour Temporary repair	40.00 HR	105.04	0.00	420.16	4,621.76	(0.00)	4,621.76
42. Elastomeric roof coating - Rib roof	9,644.00 SF	3.40	0.00	3,278.96	36,068.56	(4,667.70)	31,400.86
43. R&R Metal roofing	9,644.00 SF	5.80	0.00	5,593.52	61,528.72	(3,875.59)	57,653.13
44. R&R Ridge cap - metal roofing	107.00 LF	7.32	0.00	78.32	861.56	(0.00)	861.56
45. R&R Skylight - flat fixed, 6.1 - 9 sf	10.00 EA	502.39	0.00	502.40	5,526.30	(2,324.43)	3,201.87
Totals: Gym			0.00	9,873.36	108,606.90	10,867.72	97,739.18

Baseball concession

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
46. R&R Ridge cap - metal roofing	40.00 LF	7.32	0.00	29.28	322.08	(6.55)	315.53
47. Bird stop - Eave closure strip for tile roofing - metal	80.00 LF	3.08	0.00	24.64	271.04	(13.82)	257.22
48. Standing seam metal roofing	1,440.00 SF	5.77	0.00	830.88	9,139.68	(202.76)	8,936.92
Totals: Baseball concession			0.00	884.80	9,732.80	223.13	9,509.67

Gazebo

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
49. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	2.00 SQ	46.36	0.00	9.28	102.00	(0.00)	102.00
50. 3 tab - 25 yr. - composition shingle roofing - incl. felt	2.33 SQ	189.56	0.00	44.16	485.83	(41.30)	444.53
51. R&R Ridge cap - composition shingles	48.00 LF	5.35	0.00	25.68	282.48	(9.50)	272.98

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Gazebo

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Gazebo			0.00	79.12	870.31	50.80	819.51
Total: Main Building			0.00	172,966.72	1,902,633.37	206,424.38	1,696,208.99

Building 2

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
52. Additional charge for high roof (2 stories or greater)	190.75 SQ	4.08	0.00	77.82	856.08	(0.00)	856.08
53. Additional charge for high roof (2 stories or greater)	190.75 SQ	15.14	0.00	288.80	3,176.76	(0.00)	3,176.76
54. R&R Modified bitumen roof	190.75 SQ	406.24	0.00	7,749.02	85,239.31	(3,028.09)	82,211.22
55. R&R Insulation - ISO board, 3"	190.75 SQ	368.21	0.00	7,023.62	77,259.68	(604.09)	76,655.59
56. R&R Cap flashing - large	1,109.00 LF	23.12	0.00	2,564.02	28,204.10	(1,690.77)	26,513.33
57. R&R Flash parapet wall only - bitumen	1,109.00 LF	13.93	0.00	1,544.84	16,993.21	(494.07)	16,499.14
58. Retrofit curb	2.00 EA	1,344.17	0.00	268.84	2,957.18	(387.76)	2,569.42
59. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	2.00 EA	120.16	0.00	24.04	264.36	(0.00)	264.36
Totals: Roof			0.00	19,541.00	214,950.68	6,204.78	208,745.90
Total: Building 2			0.00	19,541.00	214,950.68	6,204.78	208,745.90

Hvac Air Clinic

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
60. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	394,875.00	0.00	39,487.50	434,362.50	(0.00)	434,362.50
Totals: Hvac Air Clinic			0.00	39,487.50	434,362.50	0.00	434,362.50
Line Item Totals: SAM-HOUSTON-529			0.00	233,805.98	2,780,942.74	212,629.16	2,568,313.58

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	2,547,136.76
Overhead	116,902.99
Profit	116,902.99
Replacement Cost Value	\$2,780,942.74
Less Depreciation	(212,629.16)
Actual Cash Value	\$2,568,313.58
Net Claim	\$2,568,313.58
Total Recoverable Depreciation	212,629.16
Net Claim if Depreciation is Recovered	\$2,780,942.74

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	240,991.95		240,991.95
HEAVY EQUIPMENT	47,753.60		47,753.60
PERMITS AND FEES	5,874.52		5,874.52
HEAT, VENT & AIR CONDITIONING	428,422.57	14,175.00	414,247.57
LABOR ONLY	11,380.00		11,380.00
METAL STRUCTURES & COMPONENTS	51,526.10	2,101.76	49,424.34
ROOFING	1,425,132.11	162,869.54	1,262,262.57
STEEL COMPONENTS	117,298.58	8,636.91	108,661.67
TEMPORARY REPAIRS	852.92		852.92
WINDOWS - SKYLIGHTS	8,826.42	5,515.99	3,310.43
O&P Items Subtotal	2,338,058.77	193,299.20	2,144,759.57
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	209,077.99		209,077.99
Non-O&P Items Subtotal	209,077.99	0.00	209,077.99
O&P Items Subtotal	2,338,058.77	193,299.20	2,144,759.57
Overhead	116,902.99	9,664.98	107,238.01
Profit	116,902.99	9,664.98	107,238.01
Total	2,780,942.74	212,629.16	2,568,313.58

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Student Support
Property: 1702 N Alamo
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/20/2016
Date Inspected:

Date Received:
Date Entered: 3/17/2018 11:14 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: STUDENT-SUPPORT-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

STUDENT-SUPPORT-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	2,645.76	0.00	264.58	2,910.34	(0.00)	2,910.34
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$2,496.00						
TECH SURCHARGE	\$74.88						
DEV SVC SURCHARGE	\$74.88						
Total:							\$2,645.76
4. Engineering fees (Bid Item)	1.00 EA	78,377.00	0.00	0.00	78,377.00	(0.00)	78,377.00
Architect and engineering per Raba Kischner 8.13 percent 964057 x.0813 = 78377							
5. Commercial Supervision / Project Management - per hour	40.00 HR	56.90	0.00	227.60	2,503.60	(0.00)	2,503.60
Totals: General conditions			0.00	549.56	84,422.16	0.00	84,422.16

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Telehandler/forklift and operator	16.00 HR	116.73	0.00	186.76	2,054.44	(0.00)	2,054.44
Total: Exterior			0.00	186.76	2,054.44	0.00	2,054.44

Metal Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
7. R&R Ridge cap - metal roofing	108.00 LF	7.32	0.00	79.06	869.62	(35.33)	834.29
8. Remove Metal roofing	58.32 SF	0.39	0.00	2.28	25.02	(0.00)	25.02
9. R&R Metal roofing	6,300.00 SF	5.80	0.00	3,654.00	40,194.00	(1,265.88)	38,928.12
10. Step flashing	54.00 LF	7.54	0.00	40.72	447.88	(22.91)	424.97
Totals: Metal Roof			0.00	3,776.06	41,536.52	1,324.12	40,212.40

Art Boutin
665 Floral
New Braunfels, Tx78130

Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11. R&R Built-up roofing - gravel ballast	235.68 SQ	104.84	0.00	2,470.86	27,179.55	(466.64)	26,712.91
12. R&R Built-up 3 ply roofing - in place	235.68 SQ	357.51	0.00	8,425.80	92,683.76	(15,547.98)	77,135.78
13. R&R Insulation - perlite board, 1"	235.68 SQ	215.59	0.00	5,081.02	55,891.27	(2,367.80)	53,523.47
14. Remove Insulation - ISO board, 1 1/2"	235.68 SQ	31.23	0.00	736.02	8,096.31	(0.00)	8,096.31
15. Insulation - ISO board, 3"	235.68 SQ	336.98	0.00	7,941.94	87,361.39	(4,975.82)	82,385.57
16. R&R Flash parapet wall only	212.00 LF	12.72	0.00	269.66	2,966.30	(347.46)	2,618.84
17. R&R Cap flashing - large	212.00 LF	23.12	0.00	490.16	5,391.60	(2,154.76)	3,236.84
18. R&R Flashing - pipe jack - lead	8.00 EA	66.57	0.00	53.26	585.82	(92.15)	493.67
19. Additional charge for high roof (2 stories or greater)	235.68 SQ	4.08	0.00	96.16	1,057.73	(0.00)	1,057.73
20. Additional charge for high roof (2 stories or greater)	242.88 SQ	15.14	0.00	367.72	4,044.92	(0.00)	4,044.92
21. Retrofit curb - extra large	6.00 EA	4,018.34	0.00	2,411.00	26,521.04	(12,144.00)	14,377.04
22. Retrofit curb	9.00 EA	1,344.17	0.00	1,209.76	13,307.29	(5,816.26)	7,491.03
23. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	15.00 EA	120.16	0.00	180.24	1,982.64	(222.08)	1,760.56
24. Roof vent - Detach & reset	8.00 EA	62.49	0.00	50.00	549.92	(0.00)	549.92
Totals: Gravel ballast roof			0.00	29,783.60	327,619.54	44,134.95	283,484.59

Roof 2 gravel ballast

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
25. R&R Built-up roofing - gravel ballast	92.65 SQ	104.84	0.00	971.34	10,684.77	(183.45)	10,501.32
26. R&R Built-up 3 ply roofing - in place	92.64 SQ	357.51	0.00	3,311.98	36,431.71	(6,111.51)	30,320.20
27. R&R Insulation - perlite board, 1"	92.65 SQ	215.59	0.00	1,997.44	21,971.85	(930.82)	21,041.03
28. Remove Insulation - ISO board, 1 1/2"	92.65 SQ	31.23	0.00	289.34	3,182.80	(0.00)	3,182.80
29. Insulation - ISO board, 3"	92.65 SQ	336.98	0.00	3,122.12	34,343.32	(1,956.08)	32,387.24
30. R&R Flash parapet wall only	420.00 LF	12.72	0.00	534.24	5,876.64	(688.38)	5,188.26
31. R&R Cap flashing - large	420.00 LF	23.12	0.00	971.04	10,681.44	(4,268.88)	6,412.56
32. R&R Gravel stop	58.00 LF	2.11	0.00	12.24	134.62	(24.05)	110.57
33. R&R Flashing - pipe jack - lead	8.00 EA	66.57	0.00	53.26	585.82	(92.15)	493.67
34. Additional charge for high roof (2 stories or greater)	92.65 SQ	4.08	0.00	37.80	415.81	(0.00)	415.81
35. Additional charge for high roof (2 stories or greater)	92.65 SQ	15.14	0.00	140.28	1,543.00	(0.00)	1,543.00
36. Retrofit curb	1.00 EA	1,344.17	0.00	134.42	1,478.59	(646.26)	832.33
37. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	1.00 EA	120.16	0.00	12.02	132.18	(14.80)	117.38
Totals: Roof 2 gravel ballast			0.00	11,587.52	127,462.55	14,916.38	112,546.17

Art Boutin
665 Floral
New Braunfels, Tx78130

Hvac

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
38. Heat, Vent, & Air Conditioning (Bid Item) Air Clinic Air Conditioning & Heating	1.00 EA	462,250.00	0.00	0.00	462,250.00	(0.00)	462,250.00
Totals: Hvac			0.00	0.00	462,250.00	0.00	462,250.00
Total: Exterior			0.00	45,333.94	960,923.05	60,375.45	900,547.60
Line Item Totals: STUDENT-SUPPORT-529			0.00	45,883.50	1,045,345.21	60,375.45	984,969.76

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	999,461.71
Overhead	22,941.75
Profit	22,941.75
Replacement Cost Value	\$1,045,345.21
Less Depreciation	(60,375.45)
Actual Cash Value	\$984,969.76
Net Claim	\$984,969.76
Total Recoverable Depreciation	60,375.45
Net Claim if Depreciation is Recovered	\$1,045,345.21

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	59,622.50		59,622.50
HEAVY EQUIPMENT	1,867.68		1,867.68
PERMITS AND FEES	2,645.76		2,645.76
HEAT, VENT & AIR CONDITIONING	37,551.74	16,915.00	20,636.74
LABOR ONLY	2,276.00		2,276.00
ROOFING	354,297.19	37,971.79	316,325.40
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	458,834.71	54,886.79	403,947.92
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	78,377.00		78,377.00
HEAT, VENT & AIR CONDITIONING	462,250.00		462,250.00
Non-O&P Items Subtotal	540,627.00	0.00	540,627.00
O&P Items Subtotal	458,834.71	54,886.79	403,947.92
Overhead	22,941.75	2,744.33	20,197.42
Profit	22,941.75	2,744.33	20,197.42
Total	1,045,345.21	60,375.45	984,969.76

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Transportation
Property: 1103 Austin
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/23/2018 10:58 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: TRANSPORTATION-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

TRANSPORTATION-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
2. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	735.64	0.00	73.56	809.20	(0.00)	809.20
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$694.00						
TECH SURCHARGE	\$20.82						
DEV SVC SURCHARGE	\$20.82						
Total:							
\$735.64							
3. Commercial Supervision / Project Management - per hour	16.00 HR	56.90	0.00	91.04	1,001.44	(0.00)	1,001.44
4. Engineering fees (Bid Item)	1.00 EA	10,575.00	0.00	1,057.50	11,632.50	(0.00)	11,632.50
130,074 x.0813 = 10,575							
Totals: General conditions			0.00	1,251.58	13,767.38	0.00	13,767.38

Exterior

Main building

Main building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
5. Scaffolding (Bid Item)	1.00 EA	2,000.00	0.00	200.00	2,200.00	(0.00)	2,200.00
6. Sand wood - exterior	900.00 SF	1.79	0.00	161.10	1,772.10	(0.00)	1,772.10
7. Paint door/window trim & jamb - 2 coats (per side)	50.00 EA	24.75	0.00	123.76	1,361.26	(0.00)	1,361.26
8. Caulking - silicone	600.00 LF	2.51	0.00	150.60	1,656.60	(0.00)	1,656.60
9. Painter - per hour mask*	24.00 HR	58.17	0.00	139.60	1,535.68	(0.00)	1,535.68
Total: Main building			0.00	775.06	8,525.64	0.00	8,525.64

Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
10. R&R Flash parapet wall only	780.00 LF	12.66	0.00	987.48	10,862.28	(8,673.60)	2,188.68
11. R&R Built-up roofing - gravel ballast	23.40 SQ	101.91	0.00	238.46	2,623.15	(0.00)	2,623.15
12. R&R Built-up 3 ply roofing - in place	23.40 SQ	355.64	0.00	832.20	9,154.17	(0.00)	9,154.17
13. R&R Insulation - ISO board, 1 1/2"	23.40 SQ	241.30	0.00	564.64	6,211.06	(0.00)	6,211.06
14. R&R Exhaust cap - through roof - 6" to 8"	18.00 EA	79.13	0.00	142.44	1,566.78	(742.53)	824.25

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Gravel ballast roof			0.00	2,765.22	30,417.44	9,416.13	21,001.31
Total: Main building			0.00	3,540.28	38,943.08	9,416.13	29,526.95

Metal building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
15. Additional charge for high roof (2 stories or greater)	113.33 SQ	4.08	0.00	46.24	508.63	(0.00)	508.63
16. Additional charge for high roof (2 stories or greater)	113.33 SQ	15.14	0.00	171.58	1,887.40	(0.00)	1,887.40
17. R&R Metal roofing	11,333. SF 00	5.80	0.00	6,573.14	72,304.54	(16,349.74)	55,954.80
Totals: Metal building			0.00	6,790.96	74,700.57	16,349.74	58,350.83

Gas canopy

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
18. Additional charge for high roof (2 stories or greater)	17.60 SQ	4.08	0.00	7.18	78.99	(0.00)	78.99
19. Additional charge for high roof (2 stories or greater)	17.60 SQ	15.14	0.00	26.64	293.10	(0.00)	293.10
20. R&R Ridge cap - metal roofing	44.00 LF	7.32	0.00	32.20	354.28	(0.00)	354.28
21. R&R Metal roofing	1,760.00 SF	5.80	0.00	1,020.80	11,228.80	(1,269.55)	9,959.25
Totals: Gas canopy			0.00	1,086.82	11,955.17	1,269.55	10,685.62

Mechanical building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
22. R&R Flash parapet wall only	64.00 LF	12.66	0.00	81.02	891.26	(711.68)	179.58
23. R&R Built-up roofing - gravel ballast	0.92 SQ	101.91	0.00	9.38	103.14	(0.00)	103.14
24. R&R Built-up 3 ply roofing - in place	1.92 SQ	355.64	0.00	68.30	751.13	(0.00)	751.13
25. R&R Insulation - ISO board, 1 1/2"	1.92 SQ	241.30	0.00	46.32	509.62	(0.00)	509.62

Art Boutin
665 Floral
New Braunfels, Tx78130

CONTINUED - Mechanical building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
26. R&R Gravity roof ventilator - 18"	1.00 EA	267.23	0.00	26.72	293.95	(0.00)	293.95
Totals: Mechanical building			0.00	231.74	2,549.10	711.68	1,837.42
Total: Exterior			0.00	11,649.80	128,147.92	27,747.10	100,400.82
Line Item Totals: TRANSPORTATION-529			0.00	12,901.38	141,915.30	27,747.10	114,168.20

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	129,013.92
Overhead	6,450.69
Profit	6,450.69
Replacement Cost Value	\$141,915.30
Less Depreciation	(27,747.10)
Actual Cash Value	\$114,168.20
Net Claim	\$114,168.20
Total Recoverable Depreciation	27,747.10
Net Claim if Depreciation is Recovered	\$141,915.30

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	10,382.10		10,382.10
PERMITS AND FEES	11,310.64		11,310.64
LABOR ONLY	910.40		910.40
PAINTING	4,244.58		4,244.58
ROOFING	98,365.44	27,747.10	70,618.34
SCAFFOLDING	2,000.00		2,000.00
SIDING	1,506.00		1,506.00
TEMPORARY REPAIRS	294.76		294.76
O&P Items Subtotal	129,013.92	27,747.10	101,266.82
Overhead	6,450.69		6,450.69
Profit	6,450.69		6,450.69
Total	141,915.30	27,747.10	114,168.20

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Travis ECHS
Property: 1915 N Main
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/25/2018 11:27 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: TRAVIS-ECHS-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

TRAVIS-ECHS-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	756.84	0.00	75.68	832.52	(0.00)	832.52
Fee Type	Fee Amount						
PERMIT FEE BUILDING	\$714.00						
TECH SURCHARGE	\$21.42						
DEV SVC SURCHARGE	\$21.42						
Total:							
\$756.84							
4. Engineering fees (Bid Item)	1.00 EA	12,400.00	0.00	0.00	12,400.00	(0.00)	12,400.00
Architect and engineering per Raba Kischner 8.13 percent 152528 x .0813 = 12,400							
Totals: General conditions			0.00	133.06	13,863.74	0.00	13,863.74

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
5. Telehandler/forklift and operator	40.00 HR	116.73	0.00	466.92	5,136.12	(0.00)	5,136.12
6. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	556.00	0.00	55.60	611.60	(0.00)	611.60
Total: Exterior			0.00	522.52	5,747.72	0.00	5,747.72

Bitumen roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
7. Clean with pressure/chemical spray	3,027.00 SF	0.32	0.00	96.86	1,065.50	(0.00)	1,065.50
8. Elastomeric roof coating - Flat roof	3,027.00 SF	2.49	0.00	753.72	8,290.95	(0.00)	8,290.95
9. R&R Flash parapet wall only	359.00 LF	12.72	0.00	456.64	5,023.12	(235.36)	4,787.76
10. R&R Cap flashing - large	359.00 LF	23.12	0.00	830.02	9,130.10	(1,459.54)	7,670.56
Totals: Bitumen roof			0.00	2,137.24	23,509.67	1,694.90	21,814.77

South metal roof

Art Boutin
 665 Floral
 New Braunfels, Tx78130

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11. Additional charge for high roof (2 stories or greater)	79.44 SQ	4.08	0.00	32.42	356.54	(0.00)	356.54
12. Additional charge for high roof (2 stories or greater)	79.44 SQ	15.14	0.00	120.28	1,323.00	(0.00)	1,323.00
13. R&R Ridge cap - metal roofing	366.00 LF	7.32	0.00	267.92	2,947.04	(95.76)	2,851.28
14. Remove Standing seam metal roofing	79.44 SF	0.39	0.00	3.10	34.08	(0.00)	34.08
15. Standing seam metal roofing	8,800.00 SF	5.77	0.00	5,077.60	55,853.60	(1,982.46)	53,871.14
16. Bird stop - Eave closure strip for tile roofing - metal	732.00 LF	3.08	0.00	225.46	2,480.02	(202.26)	2,277.76
17. R&R Valley metal	108.00 LF	4.99	0.00	53.88	592.80	(48.61)	544.19
Totals: South metal roof			0.00	5,780.66	63,587.08	2,329.09	61,257.99

Walkway

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
18. R&R Ridge cap - metal roofing	150.00 LF	7.32	0.00	109.82	1,207.82	(39.24)	1,168.58
19. Remove Standing seam metal roofing	207.00 SF	0.39	0.00	8.08	88.81	(0.00)	88.81
20. Standing seam metal roofing	207.00 SF	5.77	0.00	119.44	1,313.83	(46.63)	1,267.20
21. Bird stop - Eave closure strip for tile roofing - metal	300.00 LF	3.08	0.00	92.40	1,016.40	(82.90)	933.50
22. R&R Valley metal	10.00 LF	4.99	0.00	5.00	54.90	(4.51)	50.39
Totals: Walkway			0.00	334.74	3,681.76	173.28	3,508.48

North Building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
23. Additional charge for high roof (2 stories or greater)	76.44 SQ	4.08	0.00	31.18	343.06	(0.00)	343.06
24. Additional charge for high roof (2 stories or greater)	76.44 SQ	15.14	0.00	115.74	1,273.04	(0.00)	1,273.04
25. R&R Ridge cap - metal roofing	98.00 LF	7.32	0.00	71.74	789.10	(25.65)	763.45
26. Remove Standing seam metal roofing	76.44 SF	0.39	0.00	2.98	32.79	(0.00)	32.79
27. Standing seam metal roofing	8,000.00 SF	5.77	0.00	4,616.00	50,776.00	(1,802.24)	48,973.76
28. Bird stop - Eave closure strip for tile roofing - metal	196.00 LF	3.08	0.00	60.36	664.04	(54.16)	609.88
Totals: North Building			0.00	4,898.00	53,878.03	1,882.05	51,995.98

Hvac Air Clinic

Art Boutin
665 Floral
New Braunfels, Tx78130

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
29. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	600.00	0.00	60.00	660.00	(0.00)	660.00
Totals: Hvac Air Clinic			0.00	60.00	660.00	0.00	660.00
Total: Exterior			0.00	13,733.16	151,064.26	6,079.32	144,984.94
Line Item Totals: TRAVIS-ECHS-529			0.00	13,866.22	164,928.00	6,079.32	158,848.68

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	151,061.78
Overhead	6,933.11
Profit	6,933.11
Replacement Cost Value	\$164,928.00
Less Depreciation	(6,079.32)
Actual Cash Value	\$158,848.68
Net Claim	\$158,848.68
Total Recoverable Depreciation	6,079.32
Net Claim if Depreciation is Recovered	\$164,928.00

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CLEANING	968.64		968.64
GENERAL DEMOLITION	3,622.38		3,622.38
HEAVY EQUIPMENT	4,669.20		4,669.20
PERMITS AND FEES	756.84		756.84
HEAT, VENT & AIR CONDITIONING	600.00		600.00
METAL STRUCTURES & COMPONENTS	98,130.39	3,483.03	94,647.36
ROOFING	29,340.49	2,043.63	27,296.86
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	138,661.78	5,526.66	133,135.12
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	12,400.00		12,400.00
Non-O&P Items Subtotal	12,400.00	0.00	12,400.00
O&P Items Subtotal	138,661.78	5,526.66	133,135.12
Overhead	6,933.11	276.33	6,656.78
Profit	6,933.11	276.33	6,656.78
Total	164,928.00	6,079.32	158,848.68

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Wheatley Middle School
Property: 415 Gabriel
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 3/2/2018 7:01 AM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: WHEATLEY-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

WHEATLEY-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	2.00 MO	279.08	0.00	55.82	613.98	(0.00)	613.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	2,594.88	0.00	259.48	2,854.36	(0.00)	2,854.36
4. Engineering fees (Bid Item) Architect and engineering per Raba Kischner 8.13 percent 1,021,605.19x.0813=\$83,056.48	1.00 EA	83,056.48	0.00	0.00	83,056.48	(0.00)	83,056.48
5. Commercial Supervision / Project Management - per hour	160.00 HR	56.90	0.00	910.40	10,014.40	(0.00)	10,014.40
Totals: General conditions			0.00	1,255.18	96,863.46	0.00	96,863.46

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Telehandler/forklift and operator	120.00 HR	116.73	0.00	1,400.76	15,408.36	(0.00)	15,408.36
7. Crane and operator - 14 ton capacity - 65' extension boom	120.00 HR	130.00	0.00	1,560.00	17,160.00	(0.00)	17,160.00
Total: Exterior			0.00	2,960.76	32,568.36	0.00	32,568.36

Bitumen roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
8. Additional charge for high roof (2 stories or greater)	656.82 SQ	4.08	0.00	267.98	2,947.81	(0.00)	2,947.81
9. Additional charge for high roof (2 stories or greater)	656.82 SQ	15.14	0.00	994.42	10,938.67	(0.00)	10,938.67
10. R&R Modified bitumen roof	656.82 SQ	406.24	0.00	26,682.66	293,509.22	(34,755.97)	258,753.25
11. R&R Insulation - perlite board, 1"	656.82 SQ	215.59	0.00	14,160.38	155,764.21	(0.00)	155,764.21
12. R&R Insulation - ISO board, 3"	656.82 SQ	368.21	0.00	24,184.76	266,032.45	(6,933.60)	259,098.85
13. R&R Cap flashing - large	1,607.00 LF	23.12	0.00	3,715.38	40,869.22	(8,166.78)	32,702.44
14. R&R Flash parapet wall only	1,893.00 LF	12.72	0.00	2,407.90	26,486.86	(1,551.33)	24,935.53
15. Retrofit curb	8.00 EA	1,344.17	0.00	1,075.34	11,828.70	(5,170.00)	6,658.70
16. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	8.00 EA	120.16	0.00	96.12	1,057.40	(118.44)	938.96
Totals: Bitumen roof			0.00	73,584.94	809,434.54	56,696.12	752,738.42

Art Boutin
 665 Floral
 New Braunfels, Tx78130

Standing Seam

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
17. Additional charge for high roof (2 stories or greater)	205.99 SQ	4.08	0.00	84.04	924.48	(0.00)	924.48
18. Additional charge for high roof (2 stories or greater)	205.99 SQ	15.14	0.00	311.86	3,430.55	(0.00)	3,430.55
19. R&R Standing seam metal roofing	20,599. SF 00	6.16	0.00	12,688.98	139,578.82	(5,800.68)	133,778.14
20. R&R Ridge cap - metal roofing	262.00 LF	7.32	0.00	191.80	2,109.64	(85.68)	2,023.96
21. Bird stop - Eave closure strip for tile roofing - metal	534.00 LF	3.08	0.00	164.48	1,809.20	(184.44)	1,624.76
22. Step flashing	52.00 LF	7.54	0.00	39.20	431.28	(22.06)	409.22
23. R&R Valley metal	40.00 LF	4.99	0.00	19.96	219.56	(22.50)	197.06
24. R&R Counterflashing - Apron flashing	474.00 LF	8.03	0.00	380.62	4,186.84	(187.70)	3,999.14
Totals: Standing Seam			0.00	13,880.94	152,690.37	6,303.06	146,387.31

Tile roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
25. Remove Tile roofing - Clay - "S" or flat tile	1.50 SQ	162.53	0.00	24.38	268.18	(0.00)	268.18
26. Tile roofing - Clay - "S" or flat tile	2.00 SQ	630.54	0.00	126.10	1,387.18	(142.70)	1,244.48
Totals: Tile roof			0.00	150.48	1,655.36	142.70	1,512.66

Metal siding

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
27. R&R Standing seam metal roofing West side of hipped roofs on roof	280.00 SF	6.16	0.00	172.48	1,897.28	(78.84)	1,818.44
Totals: Metal siding			0.00	172.48	1,897.28	78.84	1,818.44

Hvac Air Clinic

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
28. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	8,683.00	0.00	868.30	9,551.30	(0.00)	9,551.30
Totals: Hvac Air Clinic			0.00	868.30	9,551.30	0.00	9,551.30

Art Boutin
665 Floral
New Braunfels, Tx78130

Total: Exterior	0.00	91,617.90	1,007,797.21	63,220.72	944,576.49
Line Item Totals: WHEATLEY-529	0.00	92,873.08	1,104,660.67	63,220.72	1,041,439.95

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	1,011,787.59
Overhead	46,436.54
Profit	46,436.54
Replacement Cost Value	\$1,104,660.67
Less Depreciation	(63,220.72)
Actual Cash Value	\$1,041,439.95
Net Claim	\$1,041,439.95
Total Recoverable Depreciation	63,220.72
Net Claim if Depreciation is Recovered	\$1,104,660.67

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
GENERAL DEMOLITION	84,803.57		84,803.57
HEAVY EQUIPMENT	29,607.60		29,607.60
PERMITS AND FEES	2,594.88		2,594.88
HEAT, VENT & AIR CONDITIONING	19,436.36	4,700.00	14,736.36
LABOR ONLY	9,104.00		9,104.00
METAL STRUCTURES & COMPONENTS	120,471.83	5,345.02	115,126.81
ROOFING	661,859.95	47,428.38	614,431.57
TEMPORARY REPAIRS	852.92		852.92
O&P Items Subtotal	928,731.11	57,473.40	871,257.71
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	83,056.48		83,056.48
Non-O&P Items Subtotal	83,056.48	0.00	83,056.48
O&P Items Subtotal	928,731.11	57,473.40	871,257.71
Overhead	46,436.54	2,873.66	43,562.88
Profit	46,436.54	2,873.66	43,562.88
Total	1,104,660.67	63,220.72	1,041,439.95

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: Whittier Middle School
Property: 2101 Edison
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/12/2016
Date Inspected:

Date Received:
Date Entered: 1/13/2019 5:04 PM

Price List: TXSA8X_JAN19
Restoration/Service/Remodel
Estimate: WHITTIER-529

Art Boutin
 665 Floral
 New Braunfels, Tx78130

WHITTIER-529

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	27.90	306.98	(0.00)	306.98
2. Temporary toilet (per month)	2.00 MO	147.38	0.00	29.48	324.24	(0.00)	324.24
3. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	1,144.80	0.00	114.48	1,259.28	(0.00)	1,259.28
Fee Type Fee Amount PERMIT FEE BUILDING \$1,268.00 TECH SURCHARGE \$38.04 DEV SVC SURCHARGE \$38.04 Total: \$1,344.08							
4. Engineering fees (Bid Item)	1.00 EA	31,643.00	0.00	0.00	31,643.00	(0.00)	31,643.00
Architect and engineering per Raba Kischner 8.13 percent 389,224 x .0813 = 31,643							
5. Commercial Supervision / Project Management - per hour	80.00 HR	56.90	0.00	455.20	5,007.20	(0.00)	5,007.20
Totals: General conditions			0.00	627.06	38,540.70	0.00	38,540.70

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
6. Dumpster load - Approx. 20 yards, 4 tons of debris	4.00 EA	556.00	0.00	222.40	2,446.40	(0.00)	2,446.40
7. Telehandler/forklift and operator	40.00 HR	116.73	0.00	466.92	5,136.12	(0.00)	5,136.12
8. Crane and operator - 14 ton capacity - 65' extension boom	16.00 HR	130.00	0.00	208.00	2,288.00	(0.00)	2,288.00
Total: Exterior			0.00	897.32	9,870.52	0.00	9,870.52

Main building

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Additional charge for high roof (2 stories or greater)	752.00 SQ	4.08	0.00	306.82	3,374.98	(0.00)	3,374.98
10. Additional charge for high roof (2 stories or greater)	752.00 SQ	15.14	0.00	1,138.52	12,523.80	(0.00)	12,523.80

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11. Clean with pressure/chemical spray	75,200. SF	0.32	0.00	2,406.40	26,470.40	(0.00)	26,470.40
	00						
12. Elastomeric roof coating - Flat roof	75,200. SF	2.49	0.00	18,724.80	205,972.80	(29,365.60)	176,607.20
	00						
13. R&R Cap flashing - large	1,616.00 LF	23.12	0.00	3,736.20	41,098.12	(4,106.26)	36,991.86
14. Retrofit curb - large	5.00 EA	2,251.62	0.00	1,125.82	12,383.92	(2,745.87)	9,638.05
15. R&R Flash parapet wall only - bitumen	1,616.00 LF	13.93	0.00	2,251.08	24,761.96	(1,199.88)	23,562.08
Totals: Roof			0.00	29,689.64	326,585.98	37,417.61	289,168.37
Total: Main building			0.00	29,689.64	326,585.98	37,417.61	289,168.37
Total: Exterior			0.00	30,586.96	336,456.50	37,417.61	299,038.89

Hvac Air Clinic

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
16. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	41,700.00	0.00	4,170.00	45,870.00	(0.00)	45,870.00
Totals: Hvac Air Clinic			0.00	4,170.00	45,870.00	0.00	45,870.00
Line Item Totals: WHITTIER-529			0.00	35,384.02	420,867.20	37,417.61	383,449.59

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	385,483.18
Overhead	17,692.01
Profit	17,692.01
Replacement Cost Value	\$420,867.20
Less Depreciation	(37,417.61)
Actual Cash Value	\$383,449.59
Net Claim	\$383,449.59
Total Recoverable Depreciation	37,417.61
Net Claim if Depreciation is Recovered	\$420,867.20

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CLEANING	24,064.00		24,064.00
GENERAL DEMOLITION	8,524.16		8,524.16
HEAVY EQUIPMENT	6,749.20		6,749.20
PERMITS AND FEES	1,144.80		1,144.80
HEAT, VENT & AIR CONDITIONING	52,958.10	2,496.25	50,461.85
LABOR ONLY	4,552.00		4,552.00
ROOFING	255,274.08	31,519.76	223,754.32
TEMPORARY REPAIRS	573.84		573.84
O&P Items Subtotal	353,840.18	34,016.01	319,824.17
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	31,643.00		31,643.00
Non-O&P Items Subtotal	31,643.00	0.00	31,643.00
O&P Items Subtotal	353,840.18	34,016.01	319,824.17
Overhead	17,692.01	1,700.80	15,991.21
Profit	17,692.01	1,700.80	15,991.21
Total	420,867.20	37,417.61	383,449.59

Art Boutin
665 Floral
New Braunfels, Tx78130

Insured: YWLA
Property: 2123 Huisache
San Antonio, TX

Claim Number:

Policy Number:

Type of Loss: Hail

Date of Loss: 4/20/2016
Date Inspected:

Date Received:
Date Entered: 1/13/2019 5:34 PM

Price List: TXSA8X_MAR18
Restoration/Service/Remodel
Estimate: YWLA-2123HUISACHE

Art Boutin
 665 Floral
 New Braunfels, Tx78130

YWLA-2123HUISACHE

General conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	1,240.20	0.00	1,240.20	(0.00)	1,240.20
Fee Type Fee Amount						
PERMIT FEE BUILDING		\$1,170.00				
TECH SURCHARGE		\$35.10				
DEV SVC SURCHARGE		\$35.10				
Total:						
\$1,240.20						
2. Temporary construction office - portable (trailer)	1.00 MO	279.08	0.00	279.08	(0.00)	279.08
3. Temporary toilet (per month)	1.00 MO	130.00	0.00	130.00	(0.00)	130.00
4. Engineering fees (Bid Item)	1.00 EA	28,557.00	0.00	28,557.00	(0.00)	28,557.00
.0813 x 351258 = 28,557						
Totals: General conditions			0.00	30,206.28	0.00	30,206.28

Exterior

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
5. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	537.50	0.00	537.50	(0.00)	537.50
6. Telehandler/forklift and operator	40.00 HR	93.14	0.00	3,725.60	(0.00)	3,725.60
7. Crane and operator - 14 ton capacity - 65' extension boom	16.00 HR	120.00	0.00	1,920.00	(0.00)	1,920.00
Total: Exterior			0.00	6,183.10	0.00	6,183.10

Main Building

Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
8. R&R Flash parapet wall only	1,632.00 LF	12.66	0.00	20,661.12	(2,333.76)	18,327.36
9. R&R Built-up roofing - gravel ballast	48.96 SQ	101.91	0.00	4,989.51	(0.00)	4,989.51
10. R&R Built-up 3 ply roofing - in place	48.96 SQ	355.64	0.00	17,412.14	(0.00)	17,412.14
11. R&R Insulation - ISO board, 1 1/2"	48.96 SQ	241.30	0.00	11,814.04	(0.00)	11,814.04
12. R&R Flashing - pipe jack - lead	8.00 EA	59.87	0.00	478.96	(73.14)	405.82
13. Retrofit curb - extra large	6.00 EA	4,012.42	0.00	24,074.52	(11,040.00)	13,034.52
14. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	6.00 EA	120.09	0.00	720.54	(80.76)	639.78
15. Roof vent - Detach & reset	26.00 EA	55.09	0.00	1,432.34	(0.00)	1,432.34

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Gravel ballast roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Totals: Gravel ballast roof			0.00	81,583.17	13,527.66	68,055.51

Bitumen roof

Section1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
16. Retrofit curb - large	2.00 EA	2,247.17	0.00	4,494.34	(399.40)	4,094.94
17. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	2.00 EA	120.09	0.00	240.18	(0.00)	240.18
18. R&R Gravity roof ventilator - 18"	2.00 EA	260.65	0.00	521.30	(117.31)	403.99
19. R&R Flash parapet wall only - bitumen	402.00 LF	13.90	0.00	5,587.80	(536.67)	5,051.13
20. Elastomeric roof coating - Flat roof	4,612.00 SF	2.27	0.00	10,469.24	(0.00)	10,469.24
21. Clean with pressure/chemical spray	4,612.00 SF	0.32	0.00	1,475.84	(0.00)	1,475.84
Totals: Section1			0.00	22,788.70	1,053.38	21,735.32

Section 5

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
22. Retrofit curb - large	3.00 EA	2,247.17	0.00	6,741.51	(599.10)	6,142.41
23. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	3.00 EA	120.09	0.00	360.27	(0.00)	360.27
24. R&R Gravity roof ventilator - 18"	4.00 EA	260.65	0.00	1,042.60	(234.62)	807.98
25. R&R Flash parapet wall only - bitumen	231.00 LF	13.90	0.00	3,210.90	(308.39)	2,902.51
26. Elastomeric roof coating - Flat roof	32.02 SF	2.27	0.00	72.69	(0.00)	72.69
27. Clean with pressure/chemical spray	3,202.00 SF	0.32	0.00	1,024.64	(0.00)	1,024.64
Totals: Section 5			0.00	12,452.61	1,142.11	11,310.50

Section 9

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
28. Retrofit curb - large	2.00 EA	2,247.17	0.00	4,494.34	(399.40)	4,094.94
29. Retrofit curb	1.00 EA	1,341.22	0.00	1,341.22	(0.00)	1,341.22

Art Boutin
 665 Floral
 New Braunfels, Tx78130

CONTINUED - Section 9

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
30. R&R Pitch pan / pocket - up to 6" x 6" x 4" - galvanized	3.00 EA	120.09	0.00	360.27	(0.00)	360.27
31. R&R Gravity roof ventilator - 18"	7.00 EA	260.65	0.00	1,824.55	(410.58)	1,413.97
32. R&R Flash parapet wall only - bitumen	552.00 LF	13.90	0.00	7,672.80	(736.92)	6,935.88
33. R&R Skylight flashing kit - dome - Large - High grade	3.00 EA	155.90	0.00	467.70	(0.00)	467.70
34. Elastomeric roof coating - Flat roof	7,446.00 SF	2.27	0.00	16,902.42	(0.00)	16,902.42
35. Clean with pressure/chemical spray	7,446.00 SF	0.32	0.00	2,382.72	(0.00)	2,382.72
Totals: Section 9			0.00	35,446.02	1,546.90	33,899.12
Total: Bitumen roof			0.00	70,687.33	3,742.39	66,944.94

Walk way roofs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
36. R&R Metal roofing	2,048.00 SF	5.80	0.00	11,878.40	(726.36)	11,152.04
Totals: Walk way roofs			0.00	11,878.40	726.36	11,152.04
Total: Main Building			0.00	164,148.90	17,996.41	146,152.49

Hvac Air Clinic

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
37. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	152,300.00	0.00	152,300.00	(0.00)	152,300.00
Totals: Hvac Air Clinic			0.00	152,300.00	0.00	152,300.00
Total: Exterior			0.00	322,632.00	17,996.41	304,635.59

Gym

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
38. Remove Additional charge for high roof (2 stories or greater)	41.08 SQ	4.08	0.00	167.61	(0.00)	167.61

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New Braunfels, Tx78130

CONTINUED - Gym

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
39. Additional charge for high roof (2 stories or greater)	43.00 SQ	13.34	0.00	573.62	(0.00)	573.62
40. R&R Ridge cap - metal roofing	79.00 LF	6.72	0.00	530.88	(46.98)	483.90
41. Remove Metal roofing	4,108.00 SF	0.39	0.00	1,602.12	(0.00)	1,602.12
42. Metal roofing	4,300.00 SF	5.41	0.00	23,263.00	(1,525.07)	21,737.93
Totals: Gym			0.00	26,137.23	1,572.05	24,565.18

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
43. Skylight labor minimum	1.00 EA	79.72	0.00	79.72	(0.00)	79.72
Totals: Labor Minimums Applied			0.00	79.72	0.00	79.72
Line Item Totals: YWLA-2123HUISACHE			0.00	379,055.23	19,568.46	359,486.77

Art Boutin
665 Floral
New Braunfels, Tx78130

Summary for Dwelling

Line Item Total	379,055.23
Replacement Cost Value	\$379,055.23
Less Depreciation	(19,568.46)
Actual Cash Value	\$359,486.77
Net Claim	\$359,486.77
Total Recoverable Depreciation	19,568.46
Net Claim if Depreciation is Recovered	\$379,055.23

Art Boutin
665 Floral
New Braunfels, Tx78130

Recap by Category with Depreciation

Items	RCV	Deprec.	ACV
CLEANING	4,883.20		4,883.20
GENERAL DEMOLITION	14,326.67		14,326.67
HEAVY EQUIPMENT	5,645.60		5,645.60
PERMITS AND FEES	29,797.20		29,797.20
HEAT, VENT & AIR CONDITIONING	193,445.93	12,437.90	181,008.03
ROOFING	130,017.47	7,130.56	122,886.91
TEMPORARY REPAIRS	409.08		409.08
WINDOWS - SKYLIGHTS	530.08		530.08
Subtotal	379,055.23	19,568.46	359,486.77

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joel@joelongley.com / www.joelongley.com

Admitted to Bar 1969, Texas

Subsequent Admissions:

1970, U.S. Court of Appeals, Fifth and Eleventh Circuits

1975, U.S. District Court, Northern, Western, and Southern Districts of Texas

1990, U.S. Supreme Court

PROFESSIONAL HONORS

2000—Named to *Texas Lawyer's* distinguished list of “100 Legal Legends” for his impact on Texas law protecting consumers and policyholders

2002—Named by *Texas Lawyer's Go-To Guide* as the *Number One Go-to-Lawyer* for Insurance Law in the State of Texas

2003—Selected as a Texas Super Lawyer by *Texas Monthly* magazine in the field of class action/mass torts

2004—2019 Selected each year as a Texas Super Lawyer by *Texas Monthly* magazine in the field of insurance coverage

2011—Recipient “*Insurance Legend*” Award – Insurance Law Section: State Bar of Texas

2017—Named Champion of Justice by Texas Watch – Consumer Watchdog Group

EDUCATION

BBA - University of Texas, 1966

JD - University of Texas, School of Law, 1969

GOVERNMENTAL EXPERIENCE

1963 Clerk–Base Rate Section—Texas State Board of Insurance

1963 Asst. Sergeant-at-Arms; Texas State Senate (Lt. Governor Preston Smith)

1964-1969 Office Assistant—Governor’s Office (Governor John Connally)

1969-1970 Assistant Attorney General of Texas—Antitrust and Consumer Protection Division (Attorney General Crawford C. Martin)

- 1973-1975 Chief, Antitrust & Consumer Protection Division (Attorney General John L. Hill)
- 1976-1979 Elected Director, State Bar of Texas District 9 (Travis County)
- 1976-1979 Member Ex Officio, District 9 Grievance Committee
- 1978 Elected Chair, State Bar of Texas -- Consumer Law Section
- 1988-1989 Appointed by Texas Speaker of the House, Public Member, *Joint Legislative Committee to Study the Deceptive Trade Practices Act*
- 2017 President-Elect, State Bar of Texas
- 2018-2019 President, State Bar of Texas
- 2019-2020 Immediate Past President, State Bar of Texas

PROFESSIONAL EXPERIENCE AND ACTIVITIES

- 1971-1972 Associate Attorney; Edwards & DeAnda, Corpus Christi, Texas
- 1972-1973 Solo practitioner; Law Offices of Joe K. Longley, Austin, Texas
- 1975-1979 Solo practitioner; Law Offices of Joe K. Longley, Austin, Texas
- 1979-2004 Partner, Longley & Maxwell, LLP, Austin, Texas
- 2005-present Solo Practitioner, Law Offices of Joe K. Longley, Austin, Texas
- 2001 Adjunct Professor, University of Texas School of Law (*Insurance law*)
- 2004 Donor, Curator, *Longley & Maxwell DTPA – Insurance Code Collection*, Legislative Archive 1973-2001; Legislative Reference Library of Texas <https://lrl.texas.gov/collections/DTPA/lrlhome.cfm>
- 2019 Donor, “How we did it” State Bar President 2018-2019; Legislative Reference Library of Texas, https://lrl.texas.gov/scanned/SIRSI/B600.8_L862_2019.pdf

GENERAL LEGISLATIVE EXPERIENCE

- 1973 - Present Principal draftsman of the Texas Deceptive Trade Practices Consumer Protection Act (DTPA); and amendments to Chapter 541. TEX. INS. CODE; assisted in drafting the Texas Home Solicitation Transaction Act; assisted in drafting the Texas Debt Collection Practices Act; assisted in drafting the Tenant's Security Deposit Act; Assisted in drafting numerous amendments to the DTPA and Chapters 541; 542 & 544, TEX. INS. CODE

APPROVED AS CLASS COUNSEL

- 2019 Cause No 1:17-cv-00088; *Charles Grigson, Lisa Hoing, and David Kelly, Individually and on behalf of all putative class members vs. Farmers Group, Inc.*, In the United State District Court for the Western District of Texas, Austin Division
- 2011 Cause No. BC300142; *Benjamin Fogel v. Farmers Group, Inc.; Zurich Financial Services*, in the Superior Court of the State of California for the County of Los Angeles
- 2003 Cause No. GN-00-3014; *Betty J. Wendland, on Behalf of Herself and All Others Similarly Situated, et al vs. Insurance of America Agency, Inc., et al.*, in the 201st District Court of Travis County, Texas
- 2001 Cause No. 00-00705, *Ella Mae Rowe, Individually and on Behalf of All Others Similarly Situated vs. National Western Life Ins. Co.*, in the 345th Judicial District Court of Travis County, Texas
- 2000 Cause No. 32,404-A ; *Mike Davis, et al. vs. Monsanto Company, Delta and Pine Land Company, and D & M Partnership, Defendants*; in the 82nd Judicial District Court of Falls County, Texas
- 1999 Cause No. 98-00886; *Shelly E. Stromboe, D.D.S., et al., on Behalf of Themselves and all Others Similarly Situated, vs. Henry Schein, Inc., et al.*; in the 345th District Court of Travis County, Texas

MEDIATOR/ARBITRATOR

- 2008-2010 South Grand/Lloyds of London – Arbitrator – Three Member Panel
- 2012 State of Texas – General Land Office/HTNB – Mediator

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

- International Academy of Trial Lawyers (Fellow 2008)
- American Board of Trial Advocates 1996 (Life Fellow 2001)
- Texas Trial Lawyers Association (30-year member)
- American Association for Justice (Stalwart 2001)
- The Texas Bar Foundation (Life Member)
- Keeton Fellow (University of Texas School of Law)
- The Dean's Roundtable (University of Texas School of Law—2000)
- William Wayne Justice Fund for Public Service (Steering Committee, University of Texas School of Law, 2003—present)

LAW RELATED PUBLICATIONS

BOOKS

Co-Author, *Texas Insurance Law: Rights and Remedies* (2001)

Co-Author, *Texas Consumer Litigation* (1978) and *Texas Consumer Litigation 2d* (1993)

Author, *How We Did It* (2019: https://lrl.texas.gov/scanned/SIRSI/B600.8_L862_2019.pdf)

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Planning Committee Member—INSURANCE LAW INSTITUTE, UNIV. OF TEX. SCHOOL OF LAW, INSURANCE LAW SECTION OF THE STATE BAR OF TEX., 14TH ANNUAL INSURANCE SEMINAR (2009)

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Exhibit 5



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February 17, 2023

Marc Gravely Via Email: mgravely@gravely.law
Gravely Law
16018 Via Shavano
San Antonio, TX 78249

RE: Lexington/San Antonio Independent School District
April 12, 2016, Hail Damage Claim

Dear Marc:

We typically stay out of the appraisal process. We tell our clients' appraisers to contact us only in the event they encounter fraud or other manipulation of the appraisal process.

We recently received a call from Tim Lozos, our client's appraiser in this matter. Based on what Lozos informed us about the ongoing appraisal process, there appears to be, at the very least, manipulation of this appraisal process warranting attention from both of us, as well as attention from the San Antonio Independent School District ("SAISD").

Lozos advised that he received a summary estimate from SAISD's appraiser, Richard Guerra-Prats. Lozos advised that Guerra-Prats' position, submitted on behalf of SAISD, is that the damage resulting from the April 12, 2016 hail event totals \$357 million.

SAISD initially provided notice in June 2016 of a hail loss at Sam Houston High School from the April 2016 hail event. In connection with that submission, SAISD's broker noted that SAISD was continuing to investigate and "[b]ased on the pattern of hail damage to District vehicles, it is likely that a few other locations in the general area could also be affected." SAISD's broker expressed its desire that the claim submission not impact SAISD's renewal rates. A claim was opened based on the notice provided by SAISD. Following SAISD's submission of a signed proof of loss, Lexington made an initial actual cash value payment of \$2.2 million.

Your law firm then appeared as counsel for SAISD. In your pre-suit demand letter, you stated, as counsel for SAISD, that the total "unpaid repair costs" were \$16,308,877.71, listing 21 locations allegedly impacted by the 2016 hail event. Later during the litigation, you revised this position based on estimates prepared by Art Boutin, an estimator that you use often, and we presume you consider to be competent, totaling \$14.3 million for

the same locations. And now, SAISD's appraiser Guerra-Prats submits an estimate more than \$340 million above that number. In this estimate, Guerra-Prats includes approximately 80 locations never referenced by SAISD, Mr. Boutin, or yourself as damaged from the 2016 hail event. Most incredibly, **Guerra-Prats includes estimates for approximately 40 locations that were unquestionably not even affected by the April 12, 2016 hail event.** SAISD never notified Lexington of any claimed damage to these locations from the 2016 hail event and never included these locations in any inventory of claimed loss. Thus, Lexington has not yet had an opportunity to investigate a claim for these locations, let alone to determine coverage questions, set a value for the loss, or have a dispute with SAISD about the value of the loss – all prerequisites to the appraisal process under the Policy.

Similarly, the Guerra-Prats estimate also claims new damage not previously identified or claimed at the 21 existing locations. Remarkably, Guerra-Prats claims damages totaling \$130 million for **the same 21 locations** where SAISD's litigation expert measured the total hail damage at \$14.3 million. Guerra-Prats' new estimate reflects an extraordinary **900% increase** over the prior estimates from your firm and your expert. Guerra-Prats' estimate includes new damage – beyond the roofs previously identified – that SAISD never claimed previously or included in any proof of loss or litigation report.

The Policy and Texas law do not sanction what Guerra-Prats has done here: submitting a baseless \$357 million estimate, including new locations and additional claimed damage at existing locations, which were not part of any pre-appraisal claim as to which the parties reached an impasse.

In light of this inflated estimate, we have grave doubts that Guerra-Prats is a "competent and impartial" appraiser as required by the Policy. It is obvious that his appraisal position is far outside the scope of any loss previously claimed by SAISD, and there has not been any notice or proof of loss as to the newly claimed damage – much less an investigation and impasse reached as required for the appraisal process under the Policy.

Guerra-Prats' appraisal position raises two possibilities. First, that SAISD, you as counsel for SAISD, and the experts you retained on behalf of SAISD so poorly investigated your client's claim that you apparently "missed" over \$340 million in damages from the April 12, 2016 hail event, including \$114 million in damages at the 21 locations that were the basis for SAISD's claim pre-appraisal. Second, that Guerra-Prats is attempting to submit a meritless appraisal position, including locations not impacted by the April 12, 2016 hail event.

If you have some reason to believe that SAISD and the experts you retained on its behalf somehow missed \$340 million in damage, which was only noticed **six years** after the hail event and includes properties in areas that **were not even impacted by the 2016 hail event**, please immediately provide that information to us. If that is the case, SAISD would

need to make a claim for the new damage, which would be evaluated in the adjustment process (to the extent possible at this late date). Otherwise, the only conclusion we can reach is that the Guerra-Prats measure is an improper manipulation of the appraisal process and that Guerra-Prats is not an impartial appraiser.

Please understand that to the extent SAISD adopts Guerra-Prats' report and seeks payment for (among other things) locations which were not impacted by the 2016 hail event, and new damages never previously claimed for the 21 existing locations, it puts SAISD's insurance coverage at significant risk. While Guerra-Prats may believe he can act with impunity in the appraisal process, the Policy requires SAISD to act honestly, with misrepresentation and fraud potentially voiding the Policy. The Policy's "MISREPRESENTATION AND FRAUD" provision states as follows: "This entire Policy shall be void if, whether before or after a loss, the Insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud, or false swearing by the Insured relating thereto."

Accordingly, we demand that SAISD immediately replace Guerra-Prats with a "competent and impartial" appraiser as required by the Policy and confirm your agreement to limit the scope of the appraisal process to the locations and damage components previously identified by SAISD during the claim process and litigation. We will gladly agree to allow SAISD's new appraiser adequate time to complete his work. Please provide the name of your new appraiser.

If SAISD disagrees and chooses to adopt Guerra-Prat's position as its own, we will immediately move forward as follows:

1. File a motion to terminate or stay the appraisal process or in the alternative to disqualify Guerra-Prats as your appraiser. This motion will be based upon the arguments raised here as to Guerra-Prats' actions, and the argument that the new damage reflected in his measure (including but not limited to damage to new locations) is outside the proper scope of the appraisal because, among other things, such damage has not yet been properly claimed by SAISD, with no opportunity to investigate in the claim process and no "impasse" having been reached to trigger appraisal.
2. We will move to conduct full discovery and investigation of all newly claimed loss locations. This includes that we will immediately move forward with depositions in the litigation, including depositions of Superintendent Dr. Jamie Aquino, Deputy Superintendent of Operations Dr. Kenneth Thompson, Board of Trustees President Christina Martinez, and the principals and janitors of the approximately 80 schools included in this claim for the first time by Guerra-Prats.

Lexington reserves all rights under the policy and Texas law, including the right to invoke the fraud and misrepresentation provision above in the event SAISD chooses to adopt the Guerra-Prats appraisal as its position. This includes all objections to the Guerra-Prats appraisal position whether raised herein or not and all rights as to SAISD as its insured, should SAISD adopt this appraisal position.

Lastly, Lozos contacted us again yesterday to advise that Guerra-Prats is now suggesting that the appraisal process be limited to the locations previously included in the claim submission. While, if accurate, this is a step in the right direction, it does not resolve our concerns. Even if Guerra-Prats confirms that he is retracting his assertion of damage to the 80 new locations (and SAISD confirms it is not making a claim to those locations), the estimates provided by Guerra-Prats remain grossly excessive in both scope and measure compared to your client's previous claim position. More fundamentally, Guerra-Prats has already shown that he is not operating as an impartial appraiser. His belated attempt to backtrack and remove the new locations from the appraisal process does not change the fundamental fact that he was willing to assert clearly baseless claims for damage to locations that were not affected by the 2016 hail event as part of the appraisal process. That cannot be countenanced. Accordingly, the only remedy is for Guerra-Prats to be removed as SAISD's appraiser and for the parties to agree, in writing, to limit the appraisal process to the locations and damage components which gave rise to the impasse that triggered appraisal.

Please let us know how SAISD intends to proceed so that we may respond accordingly. I am available for a call at your convenience.

We trust you will share a copy of this letter with Superintendent Dr. Aquino and Board of Trustees President Martinez. We will gladly share any response you send with Lexington.

Regards,



Steven J. Badger

cc: Keith Moskowitz, Erin Bradham, Leanna Anderson @ Dentons US LLP

Exhibit 6



901 MAIN STREET - SUITE 4000
DALLAS, TEXAS 75202
(214) 742-3000 MAIN (214) 760-8994 FAX

STEVEN J. BADGER
sbadger@zellelaw.com
(214) 749-4207

March 3, 2023

Marc Gravely Via Email: mgravely@gravely.law
Gravely Law
16018 Via Shavano
San Antonio, TX 78249

RE: Lexington/San Antonio Independent School District
 April 12, 2016 Hail Damage Claim

Dear Marc:

We have not heard from you in response to our letter dated February 17, 2023.

We recently spoke with our client's appraiser, Tim Lozos, who advises that Richard Guerra-Prats remains the appraiser for San Antonio Independent School District ("SAISD"). Lozos further advises that Guerra-Prats has neither confirmed that he is removing the newly added school locations from his claim measure nor reduced his grossly inflated scope and measure for the school locations previously included in the claim. Accordingly, we must assume that SAISD intends to continue using Mr. Guerra-Prats as its appraiser and that SAISD endorses his conduct in this appraisal process. Please let us know right away if we've misunderstood SAISD's intent, or if there is any other information which you believe bears on the issues outlined in our February 17 letter.

As outlined in our February 17 letter, we object to SAISD's use of Mr. Guerra-Prats as its appraiser in this matter. The significantly broadened scope of damage and repair estimates – to include properties and elements of damage never previously identified by SAISD, its counsel or its experts in the claim or litigation – is inconsistent with the requirements of impartiality as well as the requirement that appraisal is only invoked after the insurer has had a chance to consider the claim and the parties have reached an impasse. For these reasons, our clients will soon be filing a Motion To Stay Appraisal Process and Strike Plaintiff's Appraiser Richard Guerra-Prats. Please let us know if you oppose the filing of this motion.

We would also like to proceed with written discovery and depositions. Written discovery will be issued next week. We request dates for depositions of the following individuals:

Albert White	-	Raba Kistner
David White	-	Raba Kistner

March 3, 2023

Page 2

Art Boutin

Edward Fronapfel - RBSA

Kenneth Thompson - SAISD; Deputy Superintendent of Operations

Kamal Elhabr - SAISD; Employee Benefits Risk Mgmt. and Safety

We would like to take these depositions in the next 30 days. Please provide us with your preferred dates and locations. We are aware that the Raba Kistner consultants have been previously deposed. Those depositions were taken based on SAISD's previous claim measure. The grossly increased claim measure submitted by Guerra-Prats warrants that their depositions be taken again.

After these initial depositions are completed, we would like to begin depositions of the principals and janitors of the 80 schools not previously included in SAISD's claim submission. We will notice these depositions in groups of 10 school locations. We will advise of our first two groups by the end of the week. We suggest two depositions per day, with the janitor in the morning and the principal in the afternoon.

We remain agreeable to resolving our concerns about Guerra-Prats by stipulation or agreement, to avoid the necessity for immediate motion practice and discovery. However, we will need to move forward in the next couple weeks with the Court if we cannot reach an understanding.

Regards,



Steven J. Badger

cc: Keith Moskowitz, Erin Bradham, Leanna Anderson @ Dentons US LLP

Exhibit 7

March 8, 2023

Steven J. Badger
Zelle, LLP
901 Main Street – Suite 4000
Dallas, Texas 75202

Via Email: sbadger@zellelaw.com

Re: Cause No. 2017-CI-15803; *San Antonio Independent School District v. Lexington Insurance Company, et al*; In the 150th District Court of Bexar County, Texas

Dear Steve:

We received your letters dated February 17, 2023 and March 3, 2023, regarding certain defenses raised by your client relating to the above case. While our client generally disagrees with many of the factual and legal statements made in your letter, the primary intent of this correspondence is to inform your client that the properties are, and always have been, available for inspection by your client.

Although SAISD disagrees with your client's position regarding the scope of the notice of loss provided in this case, the prerequisites to appraisal, and/or whether SAISD is required to "make a claim for new damage" (among other contested issues of law and/or fact raised in your letter), your client has the right to raise these defenses if it chooses to do so.

Regardless, the positions raised in your letter amount to defenses regarding coverage and do not change the fact that the agreed method of resolving disputes regarding the *amount of the loss* is the appraisal process. As such, SAISD intends to seek enforcement of the Court's order dated October 23, 2021 should your client continue to refuse to participate in appraisal. However, should your client wish to further inspect the properties, we invite them to do so at their earliest convenience and will make any reasonable accommodations necessary to facilitate doing so.

To be clear, SAISD will not remove its identified appraiser and you have provided no legitimate basis for your request that it do so.

Please identify the SAISD campuses/properties your client wishes to inspect within the next fifteen (15) days or our client will be forced to assume that your client continues to refuse to address the amount of loss at the properties and will proceed with enforcing the Court's previous order regarding appraisal.

Additionally, our office will work with you to schedule the depositions requested in your letter. We will reach out to the identified deponents and provide dates where they and our office are available for in person depositions in our office in San Antonio.

Once your office provides the list of campuses for which it wishes to depose the janitors and principles, our office will work with those individuals to coordinate a time and place for their depositions as well.

Very truly yours,

A handwritten signature in black ink that reads "Marc Gravely". The signature is written in a cursive, slightly slanted style.

Marc E. Gravely

Cc: Keith Moskowitz, Erin Bradham, Leanna Anderson @ Dentons US LLP

Exhibit 8

437 Poenisch Dr.

Re: San Antonio ISD

Corpus Christi, Texas 78412

Various Locations

EIN # 74-2659603

San Antonio, Texas

San Antonio Independent School Dist. vs Lexington Insurance Co.

Claim # 9962010991

Policy # 023175968

Umpire Appraisal for Timothy Lozos & Richard Guerra-Prats

Invoice #1 "Retainer" first 250 hours @ \$300.00 per hour
dedicated to this appraisal = \$75,000.00

Mileage: NA

Hotel / Lodging NA

Eagleview Reports NA

Total \$75,000.00 / 2 = \$37,500.00

Umpire Fee each side \$37,500.00

Amount due from each Appraiser \$37,500.00

ThankYou

Automated Certificate of eService

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Brett Wallingford on behalf of Brett Wallingford

Bar No. 00797618

bwallingford@zellelaw.com

Envelope ID: 74500686

Filing Code Description: MOTION TO STAY

Filing Description: APPRAISAL PENDING REQUISITE NOTICE AND ADJUSTMENT OF ANY NEWLY RAISED LOSSES AND TO

DISQUALIFY RICHARD GUERRA-PRATS AS PLAINTIFF'S APPRAISER

Status as of 4/13/2023 8:12 AM CST

Case Contacts

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Leanna Anderson		leanna.anderson@dentons.com	4/10/2023 7:04:35 PM	SENT
Matthew Pearson		mpearson@gplawfirm.com	4/10/2023 7:04:35 PM	SENT
Lanza Law Firm Eservice		eservice@lanzalawfirm.com	4/10/2023 7:04:35 PM	SENT
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Michael Gavito		mgavito@gravely.law	4/10/2023 7:04:35 PM	SENT

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Brett Wallingford on behalf of Brett Wallingford

Bar No. 00797618

bwallingford@zellelaw.com

Envelope ID: 74500686

Filing Code Description: MOTION TO STAY

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ADJUSTMENT OF ANY NEWLY RAISED LOSSES AND TO

DISQUALIFY RICHARD GUERRA-PRATS AS PLAINTIFF'S APPRAISER

Status as of 4/13/2023 8:12 AM CST

Case Contacts

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Associated Case Party: SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

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Jonathan C.Lisenby		jlisenby@gravely.law	4/10/2023 7:04:35 PM	SENT