

**Spring Branch Independent School District
Agenda Item Information**

Date of Board Meeting: March 22, 2010

Subject: Request for Approval of Contract Awards

Administrator Responsible:

Name: Barbara Robillard

Position: Director of Purchasing

Purpose of Agenda Item: Action

ADDITIONAL INFORMATION AND/OR BACK-UP:

Summary of Recommended Award of Contracts – documentation attached.

It is recommended that the Board of Trustees approve the award of contracts to the companies listed in the attached summary sheets.

To the extent that funds from future budgets will be used, we will, as a district, use our best effort to raise the money and budget those funds accordingly.

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
 AGENDA ITEM FOR BOARD MEETING

Board Meeting Date: March 22, 2010

SUMMARY OF RECOMMENDED AWARDS OF BOND PROGRAM CONTRACTS:

Finance	Contract for Planning, Acquisition and Project Management of Furniture, Fixtures and Equipment LakeShore Learning Palmer Hamilton LLC Romeo Music LLC Wenger	\$ 750,000.00 estimated
Operations	Change Order No. 2 for Memorial Middle School System Upgrades and Additions Dyad Construction	126,884.00 estimated
Operations	Change Order No. 3 for Memorial Middle School System Upgrades and Additions Dyad Construction	200,000.00 estimated
Operations	Hunters Creek Elementary School Systems Upgrade Prime Contractors, Inc.	2,778,000.00 estimated
Operations	Memorial Drive Elementary School Systems Upgrade Prime Contractors, Inc.	1,905,000.00 estimated
Operations	Professional Services Contract for MEP Engineering, Geotechnical and Material Testing, Surveyors, and HAC Test and Balance Multiple Vendors	3,100,000.00 estimated
Operations	Spring Woods High School Systems Upgrade Drymalla Construction	8,981,000.00 estimated

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
 AGENDA ITEM FOR BOARD MEETING

Board Meeting Date: March 22, 2010

SUMMARY OF RECOMMENDED AWARDS OF CONTRACTS:

Administration & Personnel	Renewal of Contract for Employee Benefits Health Insurance – TRS ActiveCare Dental Insurance – Aetna The Standard – Life Insurance Genworth – Long Term Care Insurance Colonial – Hospital Indemnity Insurance United Healthcare – Vision Insurance The Standard – Disability Insurance (new vendor) Allstate – Cancer Insurance Pre-Paid Legal – Legal Plan EAP – Interface Cobra – Aetn Flex Spending – Boon Chapman	23,951,676.00 estimated
Administration & Personnel	Contract for Employee Benefits Consultant Willis of Texas	N/A estimated
Administration & Personnel	Increase of Contract for Love & Logic Love & Logic	30,000.00 estimated
Administration & Personnel	Contract for the Purchase of Stryker Evacuation Chairs Grainger	72,151.42 estimated
Curriculum & Instruction	Increase of Contract for College Board College Board	44,200.00 estimated
Curriculum & Instruction	Increase of Contract for SureScore SureScore	21,000.00 estimated
Finance	Annual Contract for General Merchandise Costco HEB Jerry's Artarama King Dollar Texas Art Supply Other/Various Vendors	150,000.00 estimated

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
 AGENDA ITEM FOR BOARD MEETING

Board Meeting Date: March 22, 2010

Finance	Document Management System (New/Replacement Copiers) Stargel PC Cabling	103,864.42 estimated
Operations	Renewal of Annual Contract for HVAC Supplies American Industrial Supply Heat Transfer Solutions Johnson Supply Company	75,000.00 estimated
Operations	Renewal of Annual Contract for Plumbing Supplies Moore Supply Company McCoy's Building Supply City Supply	75,000.00 estimated
TOTAL \$		42,363,775.84 estimated

This is to certify that the bidding laws of the State of Texas and the policies of the Spring Branch Independent School District have been followed in the above recommendations.

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
March 22, 2010

Title: Contract for Planning, Acquisition and Project Management of Furniture, Fixtures and Equipment

Administration recommendation: It is recommended the Board of Trustees approve a contract with Wenger, Palmer Hamilton LLC, LakeShore Learning and Romeo Music LLC for Project Management Services to purchase Furniture/Fixtures and Equipment for New and Renovated Schools in the amount of \$750,000.00.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve proposal/contract and project awards greater than \$50,000.00.

The Spring Branch Independent School District Board of Trustees approved, by resolution, the district's participation in the BuyBoard Cooperative Purchasing program.

Plan addressed: To provide the District with highly qualified "Turnkey" services related to Project Management, Planning, Product Selection, Pricing, Detailed Order Management, Installation, Inventory Report of Furniture, Fixtures and Equipment for New and Renovated Schools in conjunction with the 2007 Bond.

Background: The original Board Agenda item was approved June 22, 2009 for Contrax, Corporate Express and School Specialty to provide Project Management Services to purchase furniture/fixtures and equipment for new and renovated schools.

During the process of furniture selection and pricing it was determined, by pulling certain items from the "Turnkey" process and going directly to the listed vendors would provide a significant savings to the district. Spring Branch was able to negotiate better pricing for the items as well as delivery and installation.

Impact of this action: New Furniture/Fixture and Equipment will meet the present and future needs of New and Renovated Schools.

Budget information: Funds will be disbursed from the Bond Fund, Furniture/Fixture and Equipment, Supplies/Contracted Services budgets provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets.

The estimated expenditure for this project is \$750,000.00, to be allocated by account as follows:

Budget code: 09/10 Budget

608.81.6XXX.000.XXX.99.0.000 \$750,000.00
(Bond Fund/Furniture & Equipment)

Monitoring/reporting timeline: April 01, 2010 – June 30, 2010.

Purchasing will monitor and evaluate throughout the process for quality of work, vendor (s) performance and pricing of furniture/fixtures/and equipment for New and Renovated Schools.

Resource Personnel: Karen Wilson, Associate Superintendent of Finance
Barbara Robillard, Director of Purchasing & Contracts
Gerald McCall, Construction/Technology Buyer

Attachments: Price Comparison Sheets

LAKESHORE ASSORTMENT PRICE COMPARISON FOR NEW ELEMENTARY SCHOOLS - 2010

To: Barbara Robillard
 Date: March 01, 2010
 From: Gerald McCall

Description	Purchase Direct Thru LakeShr.			Purchase Thru Contrax		S.P. Does Not Sell		Purchase Thru Corp. Exp.	
	Item#	Lakeshore		Contrax Price	Lakeshore Price Diff	School Specialty Price	Lakeshore Price Diff	Corp. Express Price	Lakeshore Price Diff
Classroom Carpet	TT483	\$312.55	\$428.15	\$115.60				\$698.00	\$385.45
Hwy-Diy Extra-WDE Pckt Chrt	RR476BU	\$28.45	\$38.97	\$10.52				\$64.00	\$35.55
Ex-Wde Adjstble Pckt Chrt Stnd	RR565	\$66.45	\$91.03	\$24.58				\$114.00	\$47.55
Dbl-Wd Tch Easel,Locking Cstrs	JJ516	\$331.55	\$454.18	\$122.63				\$572.00	\$240.45
Clsrm-Tough Woven Bskt-Med	LL302	\$12.30	\$16.85	\$4.55				\$69.00	\$56.70
Classroom Math Manip Center	RA650X	\$255.55	\$350.07	\$94.52				\$394.00	\$138.45
2-Way Sand And Water Table	JJ408	\$113.05	\$154.86	\$41.81				\$314.00	\$200.95
Top For 2-Way Sand Water Table	JJ409	\$28.45	\$38.97	\$10.52				\$94.00	\$65.55
Lkshr Dble-Space Drying Rack	LC651	\$122.55	\$167.88	\$45.33				\$294.00	\$171.45
TOTAL		\$1,270.90	\$1,740.96	\$470.06	\$0.00	-\$1,270.90	\$2,613.00	\$1,342.10	

WENGER MUSIC ASSORTMENT PRICE COMPARISON FOR NEW ELEMENTARY SCHOOLS - 2010

To: Barbara Robillard
 Date: March 01, 2010
 From: Gerald McCall

Description	Purchase Direct from Wenger		Purchase Thru Contrax		Purchase Thru S.P.		Purchase Thru Corp. Exp.	
	Item#	Wenger Price	Contrax Price	Wenger Price Diff	School Specialty Price	Wenger Price Diff	Corp. Express Price	Wenger Price Diff
Music Stand	037C001	\$49.00	\$71.23	\$22.23	\$72.00	\$23.00	\$67.00	\$18.00
Cart, Music, Stand, Sml Pkgd	039B201	\$270.00	\$410.96	\$140.96	\$382.32	\$112.32	\$371.00	\$101.00
PlayRight Chairs	963901	\$65.00	\$104.11	\$39.11	No Price	#VALUE!	\$99.00	\$34.00
Stereo Cabinet, OYS	165H001.103	\$918.00	\$1,397.26	\$479.26	\$1,344.14	\$426.14	\$1,260.00	\$342.00
Flipforms, Set of 4	1801002	\$2,372.00	\$3,610.96	\$1,238.96	\$3,403.57	\$1,031.57	\$3,255.00	\$883.00
Cab, Sml Inst., OYS	166E001.101	\$1,315.00	\$2,000.00	\$685.00	\$1,904.87	\$589.87	\$1,803.00	\$488.00
Cab., Poster Storage, OYS	169D001.101	\$1,454.00	\$2,212.33	\$758.33	\$2,102.41	\$648.41	\$1,944.00	\$490.00
Cab, ORR Garage, OYS	168D001.104	\$1,418.00	\$2,157.53	\$739.53	No Price	#VALUE!	\$1,944.00	\$526.00
ORFF Mobile, Final Assem	167C001	\$738.00	\$1,123.29	\$385.29	\$1,089.26	\$351.26	\$1,013.00	\$275.00
Music Lib 7 Shf Cor 2 Unit OYS	173E700.148	\$2,678.00	\$7,452.05	\$4,774.05	\$7,626.93	\$4,948.93	\$3,674.00	\$996.00
Tourmaster RSR, 3 Step	024G657	\$657.00	\$972.60	\$315.60	No Price	#VALUE!	\$902.00	\$245.00
Dig. Piano Cover	1108101	\$152.00	\$231.51	\$79.51	\$215.37	\$63.37	\$209.00	\$57.00
Dig. Plana Dolly	1106301	\$359.00	\$546.58	\$187.58	\$484.27	\$125.27	\$493.00	\$134.00
Freight		\$2,427.00		-\$2,427.00			\$3,155.00	\$728.00
Install		\$1,550.00		-\$1,550.00				-\$1,550.00
TOTAL		\$16,422.00	\$22,290.41	\$5,868.41	\$18,625.14	\$2,203.14	\$20,189.00	\$3,767.00

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title: Change Order No. 2 for Memorial Middle School System Upgrades and Additions

Administration recommendation: It is recommended that the Board approve a Change Order for system upgrades and additions at Memorial Middle School in the amount of \$126,884.00.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract/proposal awards greater than \$50,000.00.

Plan addressed: To correct the auditorium seating deficiencies in the existing school.

Background: A facilities assessment was performed on all campuses to prioritize replacement of expired systems and additional classrooms.

Original Project was Board approved August 24, 2009, #8871

Impact of this action: The replacement seating will provide a safe and functional environment for the students, staff and patrons.

Budget information: These funds will be disbursed from the 2007 Bond Fund Account designated for Memorial Middle School contingency within this project.

Budget Code: 608.81.6625.000.042.99.0.000.60834
(2007 Bond Fund/General Contractor/Planning & Construction)

Available Contingency funds: \$450,208.00

Change Order: \$126,884.00

Remaining Balance: \$ 323,324.00

Monitoring/reporting timeline: This work commenced September 2009 and is to be complete in August 2010.

Resource personnel: Ruben Reyes, Associate Superintendent of Operations
Terry Bell, Director of Planning & Construction
Kris Drosche, Project Manager

Attachments: Change Order #2



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Change Order

PROJECT <i>(Name and address):</i> Memorial Middle School, System Upgrades and Additions 12550 Vindon Houston, Texas	CHANGE ORDER NUMBER: 002 DATE: February 3, 2010	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Dyad Construction 8505 Holt Street Houston, Texas 77054-4000	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: August 25, 2009 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Provide new auditorium seating per ASI #14. Contractor's Change Proposal and ASI #14 attached.

The original Contract Sum was	\$	6,184,000.00
The net change by previously authorized Change Orders	\$	14,024.00
The Contract Sum prior to this Change Order was	\$	6,198,024.00
The Contract Sum will be increased by this Change Order in the amount of	\$	126,884.00
The new Contract Sum including this Change Order will be	\$	6,324,908.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is August 1, 2010

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

Ambrose and House, Architects, LLP <hr/> ARCHITECT <i>(Firm name)</i> 2323 South Shepherd, Suite 1014, Houston, TX 77019 <hr/> ADDRESS <hr/> BY <i>(Signature)</i> <hr/> <i>(Typed name)</i> <hr/> DATE	Dyad Construction <hr/> CONTRACTOR <i>(Firm name)</i> 8505 Holt Street, Houston, Texas 77054-4000 <hr/> ADDRESS <hr/> BY <i>(Signature)</i> <hr/> <i>(Typed name)</i> <hr/> DATE	Spring Branch Independent School District <hr/> OWNER <i>(Firm name)</i> 955 Campbell, Houston, TX 77024- 2803 <hr/> ADDRESS <hr/> BY <i>(Signature)</i> <hr/> <i>(Typed name)</i> <hr/> DATE
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PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title: Change Order No. 3 for Memorial Middle School System Upgrades and Additions

Administration recommendation: It is recommended that the Board approve a Change Order for system upgrades and additions at Memorial Middle School in the amount of \$200,000.00 allowance.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract/proposal awards greater than \$50,000.00.

Plan addressed: To correct the regulatory deficiencies in existing mechanical and electrical rooms that is required by the City of Houston as well as additional improvements to the storm drainage system.

Background: A facilities assessment was performed on all campuses to prioritize replacement of expired systems and additional classrooms.

Original Project was Board approved August 24, 2009, #8871

Impact of this action: The System Upgrades will provide a safe and functional environment for the students, staff and patrons.

Budget information: These funds will be disbursed from the 2007 Bond Fund Account designated for Memorial Middle School contingency within this project.

Budget Code: 608.81.6625.000.042.99.0.000.60834
(2007 Bond Fund/General Contractor/Planning & Construction)

Available Contingency funds: \$ 323,324.00

Change Order: \$ 200,000.00

Remaining Balance: \$ 123,324.00

Monitoring/reporting timeline:

This work commenced September 2009 and is to be complete in August 2010.

Resource personnel:

Ruben Reyes, Associate Superintendent of Operations
Terry Bell, Director of Planning & Construction
Kris Drosche, Project Manager

Attachments:

Change Order No.3

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Change Order

PROJECT (Name and address): Memorial Middle School 12550 Vindon Houston, Texas	CHANGE ORDER NUMBER: 003 DATE: March 9, 2010	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Dyad Construction 8505 Holt Street Houston, Texas 77054-4000	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: August 25, 2009 CONTRACT FOR: General Construction	

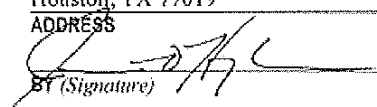
THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Modifications to electrical and mechanical rooms due to regulatory requirements. \$200,000.00
 To be added to Owner's General Contingency.

The original Contract Sum was	\$ 6,184,000.00
The net change by previously authorized Change Orders	\$ 140,908.00
The Contract Sum prior to this Change Order was	\$ 6,324,908.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 200,000.00
The new Contract Sum including this Change Order will be	\$ 6,524,908.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is August 1, 2010

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

Ambrose and House, Architects <hr/> ARCHITECT (Firm name) 2323 South Shepherd, Suite 1014, Houston, TX 77019 <hr/> ADDRESS  <hr/> BY (Signature) James D. Hepburn (Typed name)	Dyad Construction <hr/> CONTRACTOR (Firm name) 8505 Holt Street, Houston, Texas 77054-4000 <hr/> ADDRESS <hr/> BY (Signature) Joe Pigford (Typed name)	Spring Branch Independent School District <hr/> OWNER (Firm name) 955 Campbell, Houston, TX 77024- 2803 <hr/> ADDRESS <hr/> BY (Signature) (Typed name)
<hr/> DATE	<hr/> DATE	<hr/> DATE

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PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title: Hunters Creek Elementary School Systems Upgrade

Administration recommendation: It is recommended that the Board approve a contract with Prime Contractors, Inc for the Hunters Creek Elementary School Systems Upgrade project in the amount of \$ 2,778,000.00.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve proposal awards greater than \$50,000.00.

Plan addressed: To correct the deficiencies determined by the facility assessment and approved by the 2007 Bond Referendum. The project will include, but not limited to:

- HVAC
- Electrical
- Plumbing
- Site
- Roof Interior Finishes
- Technology

Background: A facilities assessment was performed on all campuses to prioritize replacement of expired systems.

Impact of this action: The Systems Upgrades will provide a complete in place, weather tight, structural sound, safe and functional environment for the students, staff, and patrons.

Budget information: These funds will be disbursed from the 2007 Bond Fund Referendum, from the individual Project Budget listed below:

Budget Code:
608.81.6625.000.107.99.0.000.60880
(2007 Bond Fund/General Contractor/Planning & Construction)

Available Funds: \$ 3,278,930.00

Construction Only \$ 2,778,000.00

Remaining Balance \$ 500,930.00

Monitoring/reporting timeline: This work is scheduled to begin as soon as feasibly possible in April and be completed by August 1, 2010.

Resource personnel: Ruben Reyes, Associate Superintendent of Operations
Terry Bell, Director of Planning & Construction
Richard Skalski, Sr. Project Manager

Attachments: Proposal Tabulation #9016P
Letter of Recommendation

SPRING BRANCH I.S.D. Proposal Tabulation

PROPOSAL ON: Hunters Creek Elementary School

Facilities Systems Upgrade

Staff Member Requesting This Item: Terry Bell, Planning & Construction Dept.

Proposal No. 9016P

Proposal Date: February 16, 2010

ITEM NO.	DESCRIPTION	Bass	CA Walker	Comex	Drymalla	ICI	Prime	Sterling	Stone
1.1	Base Proposal	\$2,757,000	\$3,077,000	\$2,660,000	\$2,696,000	\$2,884,000	\$2,525,000	\$2,480,000	\$2,234,222
	Add Alternate No. 1: Remove existing lockers and Replaco with Casework	\$77,000	\$38,000	\$66,000	\$39,900	\$40,000	\$0	\$37,800	\$24,100
1.3A	Add Alternate No. 2: Paint Interior Walls, Plaster Ceilings and Soffits	\$43,000	\$49,000	\$44,000	\$13,500	\$45,000	\$0	\$13,500	\$28,571
1.3C	Add Alternate No. 3: Paint Exterior Walls, Plaster Ceilings Soffits and Canoplos	\$49,000	\$15,000	\$51,000	\$20,000	\$80,000	\$53,000	\$58,700	\$85,629
	Unit Price A: Strap Bean and Addtl. Footings								
	24 inch Diameter:	\$0	\$0	\$2,500	\$0	\$980	\$1,800	\$0	\$750
	32 inch Diameter:	\$0	\$0	\$3,000	\$0	\$1,034	\$2,200	\$0	\$800
	36 inch Diameter:	\$0	\$0	\$3,200	\$0	\$1,045	\$2,500	\$0	\$850
	48 inch Diameter:	\$0	\$0	\$3,600	\$0	\$1,155	\$2,800	\$0	\$1,100
	54 inch Diameter:	\$0	\$0	\$4,000	\$0	\$1,430	\$3,200	\$0	\$1,300
	60 inch Diameter:	\$0	\$0	\$4,500	\$0	\$1,630	\$3,800	\$0	\$1,500
	Unit Price B: Temporary Casing								
	24 inch Diameter:	\$0	\$0	\$25	\$0	\$19	\$22	\$9	\$12
	32 inch Diameter:	\$0	\$0	\$35	\$0	\$23	\$39	\$11	\$18
	36 inch Diameter:	\$0	\$0	\$40	\$0	\$25	\$50	\$13	\$24
	48 inch Diameter:	\$0	\$0	\$45	\$0	\$39	\$68	\$20	\$30
	54 inch Diameter:	\$0	\$0	\$50	\$0	\$55	\$110	\$30	\$36
	60 inch Diameter:	\$0	\$0	\$55	\$0	\$70	\$140	\$60	\$42
	Unit Price C: Replacing Drilled and Belled Footings with Straight Shaft Drilled Footings:								
	24 inch Diameter:	\$0	\$0	\$50	\$0	\$52	\$36	\$0	\$65
	32 inch Diameter:	\$0	\$0	\$60	\$0	\$31	\$64	\$0	\$70
	36 inch Diameter:	\$0	\$0	\$65	\$0	\$38	\$91	\$0	\$75
	48 inch Diameter:	\$0	\$0	\$70	\$0	\$129	\$144	\$0	\$100
	54 inch Diameter:	\$0	\$0	\$75	\$0	\$158	\$180	\$0	\$120
	60 inch Diameter:	\$0	\$0	\$80	\$0	\$175	\$225	\$0	\$140
	Unit Price D: Delta Drop								
	Deduct	\$150	\$0	\$150	\$0	\$200	\$250	\$150	\$180
	Add	\$350	\$50	\$180	\$0	\$250	\$360	\$285	\$210
	Unit Price E: Electrical Outlets								
	Deduct	\$105	\$0	\$105	\$100	\$200	\$450	\$105	\$100
	Add	\$250	\$140	\$130	\$135	\$250	\$600	\$175	\$120
1.3E	Additional Owner Contingency	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
	Total								
1.5	Proposal Bond Form								
1.6	Acknowledges Addenda #1 - #3								

SPRING BRANCH I.S.D. Proposal Tabulation Proposal No. 9016P

PROPOSAL ON: Hunters Creek Elementary School Facilities Systems Upgrade

ITEM NO.	DESCRIPTION	Bass	CA Walker	Comex	Drymalla	ICI	Prime	Sterling	Stone
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Staff Member Requesting This Item: Terry Bell, Planning & Construction Dept.

Proposal Date: February 16, 2010

Charge Budget Code:
608.81.6625.000.107.99.0.000.60880

It is recommended that the contract be awarded to Prime Contractors

- Requests for proposals were distributed to the following:
- 1 Plus
 - ABC Restoration, Inc.
 - Asez Inc. Dba Sterling Security
 - Bartlett Cocke, L.P.
 - Bass Construction
 - Brae Burn Construction
 - Brookstone Corporation
 - C.A. Walker Construction
 - Cadence McShane
 - Centennial Contractors Enterprises, Inc.
 - Clark Construction Group
 - Coleman Contracting Group
 - D.E. Harvey
 - David E. Otwell Company
 - Drymalla Construction
 - DT Construction
 - Durotech, Inc.
 - Dyad Construction, Inc.
 - Frost Construction, Inc.
 - Gamma Construction
 - Garcia Construction
 - Gilbane Company
 - GTT Construction
 - Houton PFG, Inc.
 - Miner-Dederick Constructors, Inc.
 - Morganti, Texas, Inc.
 - PCI Construction
 - Pepper-Lawson Construction
 - Polasek Construction
 - Prime Contractors
 - Purcell Construction
 - Satterfield & Pontikes
 - SCS Construction Management, Inc.
 - SpawGlass Construction
 - State Construction
 - Sterling Structures
 - Stewart Builders
 - Swinerton Builders
 - Synchro
 - TRAD Enterprises
 - Tellepsen Builders
 - The Egochin Total Housing Environmental
 - The Trevino Group
 - Topique Construction
 - Unotec Construction
 - W.A. Robbins Construction
 - Westfall Construction
 - Williams Development & Construction

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046-1104
Phone: 713/965-0608
Fax: 713/961-4571
www.pbk.com

February 23, 2010

VIA: E-Mail (john.bell@springbranchisd.com)



Mr. Terry Bell
Director of Facilities Planning and Construction
Spring Branch Independent School District
1066 Gessner Drive, Building 'A'
Houston, Texas 77055

RE: Hunters Creek Elementary School Facilities System Upgrades and
Memorial Drive Elementary School Facilities System Upgrades
Spring Branch Independent School District
SBISD Proposal No.: 9016P
PBK Project No.: 0987/0988

Dear Terry:

On Tuesday, February 16, 2010, Competitive Sealed Proposals were received by the Spring Branch Independent School District for the Hunters Creek Elementary School Facilities System Upgrades and Memorial Drive Elementary School Facilities System Upgrades projects. A total of eight (8) general contractors submitted proposals.

Based on a thorough review and analysis of the submitted proposals, recommended alternates, and their accompanying proposal bonds, PBK hereby recommends acceptance of the proposal outlined below as submitted by Prime Contractors, Inc. for the sum of \$4,683,000.00. This sum includes the following:

Base Proposal – Hunters Creek Elementary School:	\$ 2,525,000.00
Alternate Proposals:	
A. Hunters Creek Elementary School – Alternate No. 1: Paint Interior Walls, Plaster Ceilings and Soffits.	\$ 0.00
B. Hunters Creek Elementary School – Alternate No. 2: Paint Exterior Walls, Plaster Ceilings and Soffits and Canopy Columns.	\$ 0.00
C. Hunters Creek Elementary School – Alternate No. 3: Replace Air Handling Unit at Gymnasium.	\$ 53,000.00
D. Post Proposal Addendum Allowance:	\$ 200,000.00
TOTAL RECOMMENDED CONTRACT SUM – Hunters Creek Elementary School	\$ 2,778,000.00

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046-1104
Phone: 713/965-0608
Fax: 713/961-4571
www.pbk.com



Architecture
Engineering
Planning
Technology
Facility Consulting

Base Proposal – Memorial Drive Elementary School: \$ 1,635,000.00

Alternate Proposals:

A. Memorial Drive Elementary School – Alternate No. 1: Paint Interior Walls, Plaster Ceilings and Soffits. \$ 0.00

B. Memorial Drive Elementary School – Alternate No. 2: Paint Exterior Walls, Plaster Ceilings and Soffits and Canopy Columns. \$ 0.00

C. Memorial Drive Elementary School – Alternate No. 3: New Doors, New Sidewalk and Covered Canopy. \$ 70,000.00

D. Post Proposal Addendum Allowance: \$ 200,000.00

TOTAL RECOMMENDED CONTRACT SUM – Memorial Drive Elementary School \$ 1,905,000.00

Prime Contractors, Inc. is a Houston, Texas based general contractor that has successfully executed numerous projects for the Spring Branch Independent School District, and for a host of school districts in the Texas Gulf Coast area.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Klussmann and all of the Spring Branch Independent School District staff for the assistance we received during the planning phase of these projects.

We look forward to a successful partnership with the district and Prime Contractors, Inc. as we complete the Hunters Creek Elementary School Facilities System Upgrades and Memorial Drive Elementary School Facilities System Upgrades.

Sincerely,
PBK-Architecture Division

A handwritten signature in black ink, appearing to read 'Irene Nigaglioni', with a horizontal line extending to the right.

Irene Nigaglioni, AIA, REFP
Partner

cc: Mr. Richard Skalski, Spring Branch Independent School District
Eric Smith, AIA, PBK
Martin Mendoza, PBK
File 5C

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title: Memorial Drive Elementary School Systems Upgrade

Administration recommendation: It is recommended that the Board approve a contract with Prime Contractors, Inc for the Memorial Elementary School Systems Upgrade project in the amount of \$ 1,905,000.00.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve proposal awards greater than \$50,000.00.

Plan addressed: To correct the deficiencies determined by the facility assessment and approved by the 2007 Bond Referendum.

Background: A facilities assessment was performed on all campuses to prioritize replacement of expired systems. The project will include, but not limited to:

- HVAC
- Electrical
- Plumbing
- Site
- Roof Interior Finishes
- Technology

Impact of this action: The Systems Upgrades will provide a complete in place, weather tight, structural sound, safe and functional environment for the students, staff, and patrons.

Budget information: These funds will be disbursed from the 2007 Bond Fund Referendum, from the individual Project Budget listed below:

Budget Code:
608.81.6625.000.109.99.0.000.60881
(2007 Bond Fund/General Contractor/Planning & Construction)

Available funds:	\$1,614,732.00
Construction Only	<u>\$1,905,000.00</u>
Remaining Balance	(\$ 290,268.00)
Transfer from Contingency and Fees	\$ 290,268.00
Remaining Balance	\$ 0.00

Monitoring/reporting timeline:

This work is scheduled to begin as soon as feasibly possible in April and be completed by August 1, 2010.

Resource personnel:

Ruben Reyes, Associate Superintendent of Operations
Terry Bell, Director of Planning & Construction
Richard Skalski, Sr. Project Manager

Attachments:

Proposal Tabulation #9016P
Letter of Recommendation

SPRING BRANCH I.S.D.

Proposal Tabulation

Proposal No. 9016P

PROPOSAL ON: Memorial Drive Elementary School
Facilities Systems Upgrade

Staff Member Requesting This Item:
Terry Bell, Planning & Construction Dept.

Proposal Date:
February 16, 2010

ITEM NO.	DESCRIPTION	Bass	CA Walker	Comex	Drymalla	ICI	Prime	Sterling	Stone
1.1	Base Proposal	\$1,825,000	\$1,620,000	\$2,003,000	\$1,771,000	\$1,950,000	\$1,635,000	\$1,620,000	\$1,644,021
1.3A	1.1 Add Alternate No. 1: Remove existing lockers and Replace with Casework	\$42,000	\$44,000	\$40,000	\$36,000	\$45,000	\$0	\$34,000	\$24,100
1.3B	1.1 Add Alternate No. 2: Paint Interior Walls, Plaster Collings and Soffits	\$43,000	\$43,000	\$40,000	\$34,000	\$45,000	\$0	\$5,700	\$20,554
1.3C	1.1 Add Alternate No. 3: Paint Exterior Walls, Plaster Collings Soffits and Canopies	\$55,000	\$100,285	\$73,000	\$51,000	\$70,000	\$70,000	\$60,400	\$39,528
	Unit Price A: Strap Bean and Adttl. Footings								
	24 Inch Diameter:	\$0	\$0	\$2,500	\$0	\$890	\$1,800	\$0	\$750
	32 Inch Diameter:	\$0	\$0	\$3,000	\$0	\$1,034	\$2,200	\$0	\$800
	36 Inch Diameter:	\$0	\$0	\$3,200	\$0	\$1,045	\$2,500	\$0	\$850
	48 Inch Diameter:	\$0	\$0	\$3,600	\$0	\$1,155	\$2,800	\$0	\$1,100
	54 Inch Diameter:	\$0	\$0	\$4,000	\$0	\$1,430	\$3,200	\$0	\$1,300
	60 Inch Diameter:	\$0	\$0	\$4,500	\$0	\$1,630	\$3,800	\$0	\$1,500
	Unit Price B: Temporary Casing								
	24 Inch Diameter:	\$0	\$0	\$25	\$0	\$19	\$22	\$0	\$12
	32 Inch Diameter:	\$0	\$0	\$35	\$0	\$23	\$29	\$0	\$16
	36 Inch Diameter:	\$0	\$0	\$40	\$0	\$25	\$50	\$13	\$24
	48 Inch Diameter:	\$0	\$0	\$45	\$0	\$39	\$88	\$20	\$30
	54 Inch Diameter:	\$0	\$0	\$50	\$0	\$55	\$110	\$30	\$36
	60 Inch Diameter:	\$0	\$0	\$55	\$0	\$70	\$140	\$60	\$42
	Unit Price C: Replacing Drilled and Belled Footings with Straight Shaft Drilled Footings:								
	24 Inch Diameter:	\$0	\$0	\$50	\$0	\$62	\$36	\$0	\$65
	32 Inch Diameter:	\$0	\$0	\$60	\$0	\$81	\$64	\$0	\$70
	36 Inch Diameter:	\$0	\$0	\$65	\$0	\$88	\$81	\$0	\$75
	48 Inch Diameter:	\$0	\$0	\$70	\$0	\$129	\$144	\$0	\$100
	54 Inch Diameter:	\$0	\$0	\$75	\$0	\$158	\$180	\$0	\$120
	60 Inch Diameter:	\$0	\$0	\$80	\$0	\$175	\$225	\$0	\$140
	Unit Price D: Data Drop								
	Duct	\$150	\$0	\$150	\$0	\$200	\$250	\$150	\$180
	Add	\$350	\$50	\$180	\$0	\$250	\$360	\$285	\$210
	Unit Price E: Electrical Outlets								
	Duct	\$105	\$0	\$105	\$100	\$200	\$450	\$105	\$100
	Add	\$250	\$140	\$130	\$135	\$250	\$600	\$175	\$120
1.3E	Additional Owner Contingency	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
	Total								
1.5	Proposal Bond Form						\$1,905,000		
1.6	Acknowledges Addenda #1 - #3								

SPRING BRANCH I.S.D.

Proposal No. 9016P

PROPOSAL ON: Memorial Drive Elementary School Facilities Systems Upgrade		Staff Member Requesting This Item:			Proposal Date:	
		Terry Bell, Planning & Construction Dept.			February 16, 2010	
ITEM NO.	DESCRIPTION	Bass	CA Walker	Comex	Drymalla	ICI
				Prime	Sterling	Stone

Charge Budget Code:
608.81.6625.000.109.99.0.000.60881

Requests for proposals were distributed to the following:

- | | | | |
|--|----------------------------|-----------------------------------|---|
| 1 Plus | ABC Restoration, Inc. | Meridian Construction | Stewart Builders |
| Asez Inc. Dba Sterling Security | Meridian Commerical | Miner-Dederick Constructors, Inc. | Swinerton Builders |
| Barlett Cooke, L.P. | Morganti Texas, Inc. | PCI Construction | Synchro |
| Bass Construction | Pepper-Lawson Construction | Prime Contractors | TAD Enterprises |
| Brae Burn Construction | Purcell Construction | Satterfield & Pontikes | Tellepsen Builders |
| Brookstone Corporation | State Construction | SCS Construction Management, Inc. | The Egochin Total Housing Environmental |
| C.A. Walker Construction | Sterling Structures | SpawGlass Construction | The Trevino Group |
| Cadence McShane | | State Construction | Topique Construction |
| Centennial Contractors Enterprises, Inc. | | Sterling Structures | Unotec Construction |
| Clark Construction Group | | | |
| Coleman Contracting Group | | | |
| D.E. Harvey | | | |
| David E. Orwell Company | | | |

It is recommended that the contract be awarded to Prime Contractors.

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046-1104
Phone: 713/965-0608
Fax: 713/961-4571
www.pbk.com

February 23, 2010

VIA: E-Mail (john.bell@springbranchisd.com)



Architecture
Engineering
Planning
Technology
Facility Consulting

Mr. Terry Bell
Director of Facilities Planning and Construction
Spring Branch Independent School District
1066 Gessner Drive, Building 'A'
Houston, Texas 77055

RE: Hunters Creek Elementary School Facilities System Upgrades and
Memorial Drive Elementary School Facilities System Upgrades
Spring Branch Independent School District
SBISD Proposal No.: 9016P
PBK Project No.: 0987/0988

Dear Terry:

On Tuesday, February 16, 2010, Competitive Sealed Proposals were received by the Spring Branch Independent School District for the Hunters Creek Elementary School Facilities System Upgrades and Memorial Drive Elementary School Facilities System Upgrades projects. A total of eight (8) general contractors submitted proposals.

Based on a thorough review and analysis of the submitted proposals, recommended alternates, and their accompanying proposal bonds, PBK hereby recommends acceptance of the proposal outlined below as submitted by Prime Contractors, Inc. for the sum of \$4,683,000.00. This sum includes the following:

Base Proposal – Hunters Creek Elementary School:	\$ 2,525,000.00
Alternate Proposals:	
A. Hunters Creek Elementary School – Alternate No. 1: Paint Interior Walls, Plaster Ceilings and Soffits.	\$ 0.00
B. Hunters Creek Elementary School – Alternate No. 2: Paint Exterior Walls, Plaster Ceilings and Soffits and Canopy Columns.	\$ 0.00
C. Hunters Creek Elementary School – Alternate No. 3: Replace Air Handling Unit at Gymnasium.	\$ 53,000.00
D. Post Proposal Addendum Allowance:	\$ 200,000.00
TOTAL RECOMMENDED CONTRACT SUM – Hunters Creek Elementary School	\$ 2,778,000.00

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046-1104
Phone: 713/965-0608
Fax: 713/961-4571
www.pbk.com



Base Proposal – Memorial Drive Elementary School: \$ 1,635,000.00

Alternate Proposals:

A. Memorial Drive Elementary School – Alternate No. 1: Paint Interior Walls, Plaster Ceilings and Soffits. \$ 0.00
B. Memorial Drive Elementary School – Alternate No. 2: Paint Exterior Walls, Plaster Ceilings and Soffits and Canopy Columns. \$ 0.00
C. Memorial Drive Elementary School – Alternate No. 3: New Doors, New Sidewalk and Covered Canopy. \$ 70,000.00
D. Post Proposal Addendum Allowance: \$ 200,000.00

TOTAL RECOMMENDED CONTRACT SUM – Memorial Drive Elementary School \$ 1,905,000.00

Prime Contractors, Inc. is a Houston, Texas based general contractor that has successfully executed numerous projects for the Spring Branch Independent School District, and for a host of school districts in the Texas Gulf Coast area.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Klussmann and all of the Spring Branch Independent School District staff for the assistance we received during the planning phase of these projects.

We look forward to a successful partnership with the district and Prime Contractors, Inc. as we complete the Hunters Creek Elementary School Facilities System Upgrades and Memorial Drive Elementary School Facilities System Upgrades.

Sincerely,
PBK-Architecture Division

A handwritten signature in black ink, appearing to read 'Irene Nigaglioni', with a horizontal line extending to the right and a small flourish at the end.

Irene Nigaglioni, AIA, REFP
Partner

cc: Mr. Richard Skalski, Spring Branch Independent School District
Eric Smith, AIA, PBK
Martin Mendoza, PBK
File 5C

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title:

Professional Services Contracts for:

- o MEP Engineering
- o Geotechnical and Material Testing
- o Surveyors
- o HVAC Test and Balance

In the amount of \$3,100,000.00

Administration recommendation:

It is recommended that the Board approve the following Professional Services Consultants and MEP Engineers for 2010 – 2011 (2007 Bond projects):

Firms:

MEP Engineers:

KME Engineering
DBR Engineering

Geotechnical and Material Testing:

HTS, Inc. Consultant
Paradigm Consultant
Fugro Consultants LP
Terracon Consultants, Inc.
QC Laboratories

Surveyors:

West Belt Surveying, Inc.
Cotton Surveying Company
Mustang Engineering
Thompson Surveying

HVAC Test & Balance:

Engineered Air Balance (EAB)
Percisionaire of Texas

Authority for this action:

Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$50,000.00.

Plan addressed:

To provide professional services to insure that work is performed and materials are provided per plans and specifications.

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title:

Professional Services Contracts for:

- o MEP Engineering
- o Geotechnical and Material Testing
- o Surveyors
- o HVAC Test and Balance

In the amount of \$3,100,000.00

Administration recommendation:

It is recommended that the Board approve the following Professional Services Consultants and MEP Engineers for 2010 – 2011 (2007 Bond projects):

Firms:

MEP Engineers:

KME Engineering
DBR Engineering

Geotechnical and Material Testing:

HTS, Inc. Consultant
Paradigm Consultant
Fugro Consultants LP
Terracon Consultants, Inc.
QC Laboratories

Surveyors:

West Belt Surveying, Inc.
Cotton Surveying Company
Mustang Engineering
Thompson Surveying

HVAC Test & Balance:

Engineered Air Balance (EAB)
Percisionaire of Texas

Authority for this action:

Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$50,000.00.

Plan addressed:

To provide professional services to insure that work is performed and materials are provided per plans and specifications.

Background: Required Engineering and Construction Consultants assignments to support the 2007 Bond Program projects.

Expenditure History for 2009/2010:

09/10 Board Approved Amount	\$1,930,000.00
Expenditure to Date	<u>\$1,026,461.10</u>

Remaining Balance	\$ 903,538.90
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Impact of this action: Consultants will provide pre-design surveying, construction materials testing and HVAC air balancing to insure that the work is installed per contract documents.

Budget information: These funds will be disbursed from individual project budgets established in the 1999 and 2007 Bond Fund Referendum.

Budget Codes:

625.81.6622.000.XXX.99.0.000.625XX
608.81.6622.000.XXX.99.0.000.608XX
(1999/2007 Bond Fund/Surveyor/Geotechnical/Planning & Construction)

Budget Codes:

625.81.6627.000.XXX.99.0.000.625XX
608.81.6627.000.XXX.99.0.000.608XX
(1999/2007 Bond Fund/Materials Testing/Planning & Construction)

	<u>Budget Balances</u>
625.11.66XX.000.000.99.0.000.XXXXX	\$256,145,230.00
608.81.66XX.000.000.99.0.000.XXXXX	\$483,215,012.00

Monitoring/reporting timeline: These Engineers and/or Professional Services Consultants will be assigned Projects from the 2007 Bond Referendum as needed to facilitate the Bond Project Schedule.

Resource personnel: Ruben Reyes, Associate Superintendent of Operations
Terry Bell, Director of Planning & Construction
Richard Skalski, Senior Project Manager

Attachments: Attached Lists of MEP Engineers, Geotechnical & Material Testing, Surveyors and HVAC Test & Balance Consultants

Background: Required Engineering and Construction Consultants assignments to support the 2007 Bond Program projects.

Expenditure History for 2009/2010:

09/10 Board Approved Amount	\$1,930,000.00
Expenditure to Date	<u>\$1,026,461.10</u>

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Impact of this action: Consultants will provide pre-design surveying, construction materials testing and HVAC air balancing to insure that the work is installed per contract documents.

Budget information: These funds will be disbursed from individual project budgets established in the 1999 and 2007 Bond Fund Referendum.

Budget Codes:

625.81.6622.000.XXX.99.0.000.625XX
608.81.6622.000.XXX.99.0.000.608XX
(1999/2007 Bond Fund/Surveyor/Geotechnical/Planning & Construction)

Budget Codes:

625.81.6627.000.XXX.99.0.000.625XX
608.81.6627.000.XXX.99.0.000.608XX
(1999/2007 Bond Fund/Materials Testing/Planning & Construction)

Monitoring/reporting timeline: These Engineers and/or Professional Services Consultants will be assigned Projects from the 2007 Bond-Referendum as needed to facilitate the Bond Project Schedule.

Resource personnel: Ruben Reyes, Associate Superintendent of Operations
Terry Bell, Director of Planning & Construction
Richard Skalski, Senior Project Manager

Attachments: Attached Lists of MEP Engineers, Geotechnical & Material Testing, Surveyors and HVAC Test & Balance Consultants

**Geotechnical & Material Testing, Surveyors, HVAC Test & Balance and MEP Engineers
2010-2011**

Geotechnical & Material Testing

HTS, Inc. Consultant	\$250,000	
Paradigm Consultant	\$250,000	
Fugro Consultants LP	\$250,000	
Terracon Consultants, Inc.	\$250,000	(added this year for additional project load)
QC Laboratories	\$250,000	(added this year for additional project load)

Surveyors

West Belt Surveying, Inc.	\$200,000
Cotton Surveying Company	\$200,000
Mustang Engineering	\$200,000
Thompson Surveying	\$200,000

HVAC Test & Balance

Engineered Air Balance (EAB)	\$600,000
Percisionaire of Texas, Inc.	\$250,000

MEP Engineers (for individual issue)

KME Engineering	\$100,000
DBR Engineering	\$100,000

Total **\$3,100,000**

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title: Spring Woods High School Systems Upgrade

Administration recommendation: It is recommended that the Board approve a contract with Drymalla Construction for the Spring Woods High School Systems Upgrade project in the amount of \$8,981,000.00.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve proposal awards greater than \$50,000.00.

Plan addressed: To correct the deficiencies determined by the facility assessment and approved by the 2007 Bond Referendum. Project to include:

- Sitework
- Significant MEP Systems Upgrades
- Masonry
- Drywall Finishes
- HVAC
- Electrical
- Plumbing

Background: A facilities assessment was performed on all campuses to prioritize replacement of expired systems.

Impact of this action: The Systems Upgrades will provide a safe and functional environment for the students, staff, and patrons.

Budget information: These funds will be disbursed from the 2007 Bond Fund Referendum, from the individual Project Budget listed below:

Budget Code:
608.81.6625.000.003.99.0.000.60878
(2007 Bond Fund/General Contractor/Planning & Construction)

Available funds:	\$ 9,156,935.00
Construction Only	<u>\$ 8,981,000.00</u>
Remaining Balance	\$ 175,935.00

Monitoring/reporting timeline:

This work is scheduled begin as soon as feasibly possible in April and be completed by August 1, 2010.

Resource personnel:

Ruben Reyes, Associate Superintendent of Operations
Terry Bell, Director of Planning & Construction
Richard Skalski, Sr. Project Manager

Attachments:

Proposal Tabulation #8975P
Letter of Recommendation

PROPOSAL ON: Spring Woods High School Systems Upgrades & Renovations		Staff Member Requesting This Item: Terry Bell, Planning & Construction Dept.				Proposal Date: February 23, 2010	
ITEM NO.	DESCRIPTION	Comex	Drymalla Construction	Dyad Construction	Gamma Construction	ICI Construction	Miner-Dederick
1.1	Base Proposal	\$9,510,000	\$8,387,000	\$9,307,000	\$8,436,000	\$9,200,000	\$8,990,000
1.3A	Add Alternate No. 1: Mini-Gym Renovations (New seating 205 Capacity)	(\$200,000)	\$155,900	\$43,000	\$158,000	(\$290,000)	\$79,000
1.3B	Add Alternate No. 2: Aquatics Lab- Remodel Existing Room B114	\$0	\$62,600	\$35,000	\$45,000	\$54,000	\$19,000
1.3C	Add Alternate No. 3: Tiger Gym Renovations- West Wall (New Masonry Wall)	\$0	\$116,100	\$100,000	\$102,000	\$85,000	\$80,000
1.3C	Add Alternate No. 4: Elastomeric Coating for Existing Metal Roof (Install Elastomeric Coating)	\$0	\$9,400	\$10,000	\$9,500	\$6,500	\$8,000
	Unit Price No. 1:		\$400	\$500	\$450	\$495	\$500
	Additional Data Outlets	\$475					
	Unit Price No. 2:		\$175	\$350	\$300	\$275	\$300
	Additional Duplex Outlets	\$275					
	Unit Price No. 3:		\$4,000	\$3,000	\$1,820	\$1,705	\$1,650
	Refurbishment of existing air handler	\$1,800					
	Unit Price No. 4:		\$10,000	\$12,000	\$6,900	\$6,875	\$6,750
	Unit Cost for replacement of unit ventilator	\$7,000					
	Unit Price No. 5:		\$2,000	\$2,000	\$700	\$715	\$750
	Unit cost for replacement of chilled water & hot water isolation valves for a unit ventilator/fan coil	\$700					
	Unit Price No. 6:		\$3,000	\$4,000	\$975	\$990	\$1,000
	Unit cost for replacement of chilled water & hot water isolation valves for an air handling unit	\$1,000					
1.3E	Additional Owner Contingency	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
1.5	Proposal Bond Form						
1.6	Acknowledges Addenda #1 - #3						
	Total for Board Approval		8,981,000.00				It is recommended that the contract be awarded to Drymalla Construction.

<p>PROPOSAL ON: Spring Woods High School Systems Upgrades & Renovations</p>	<p>Staff Member Requesting This Item: Terry Bell, Planning & Construction Dept.</p>	<p>Proposal Date: February 23 ,2010</p>
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Requests for proposals were distributed to the following:

Charge to Budget Code:
608.81.6625.000.003.99.0.000.60878

- | | | | |
|--|---|--|--|
| <p>1 Plus
ABC Restoration, Inc.
Asez Inc. Dba Sterling Security
Bartlett Cocke, L.P.
Bass Construction
Brae Bum Construction
Brookstone Corporation
C.A. Walker Construction
Cadence McShane
Centennial Contractors Enterprises, Inc.
Clark Construction Group
Coleman Contracting Group
D.E. Harvey
David E. Otwell Company</p> | <p>Drymalla Construction
DT Construction
Durotech, Inc.
Dyad Construction, Inc.
Frost Construction, Inc.
Gamma Construction
Garcia Construction
Gilbane Company
GTT Construction
Houton PFG, Inc.
Hul & Hull, Inc.
Hunt Construction Group
Journeyman Construction
Marshal Construction</p> | <p>McKenna Construction
Meridian Commercial
Miner-Dederick Constructors, Inc.
Morganti Texas, Inc.
PCI Construction
Pepper-Lawson Construction
Polasek Construction
Prime Contractors
Purcell Construction
Satterfield & Pontikes
SCS Construction Management, Inc
SpawGlass Construction
State Construction
Sterling Structures</p> | <p>Stewart Builders
Swinerton Builders
Synchro
TAD Enterprises
Tellepsen Builders
The Egochin Total Housing Environmental
The Trevino Group
Topique Construction
Unotec Construction
W.A. Robbins Construction
Williams Development & Constructi</p> |
|--|---|--|--|



February 26, 2010

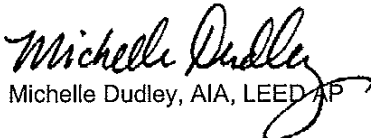
Richard E. Skalski, CPE
Senior Project Manager
SBISD Planning and Construction
1066 Gessner Road
Building A
Houston, Texas 77055

RE: Recommendation for General Contractor on Spring Woods High School

Dear Richard,

Together with Spring Branch ISD, we have completed the evaluation of the proposals submitted for the Systems Upgrades & Renovations at Spring Woods High School. Competitive Sealed Proposals were received on Tuesday, February 23, 2010 from six general contractors. We evaluated each general contractor based on the district submittal requirements outlined in the specifications. Based on this objective evaluation, the general contractor that provides the best value to Spring Branch ISD for the Spring Woods High School project is Drymalla Construction Company. We recommend that the district award this project to Drymalla Construction Company and we look forward to working with them on this very challenging and important project for Spring Branch ISD.

Respectfully Submitted,


Michelle Dudley, AIA, LEED AP

cc: Terry Bell, Director of Planning and Construction
Gerald McCall, Director of Purchasing

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
March 22, 2010

Title: Contracts for Employee Benefits

Administration
recommendation:

It is recommended that the Board approve contracts with:

- Health Insurance – TRS ActiveCare
- Dental Insurance – Aetna
- The Standard – Life Insurance
- Genworth – Long Term Care Insurance
- Colonial – Hospital Indemnity Insurance
- United Healthcare – Vision Insurance
- The Standard – Disability Insurance (new vendor)
- Allstate – Cancer Insurance
- Pre-Paid Legal – Legal Plan
- EAP – Interface
- Cobra – Aetna
- Flex Spending – Boon Chapman

Authority for this action:

Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$50,000.00.

TRS ActiveCare Health Program conforms to Texas Education Code, Chapter 1579 and 1581 Provisions of the Insurance Code.

The Spring Branch Independent School District Board of Trustees approved, by resolution, the district's participation in the Texas Cooperative Purchasing (Region IV Texas) Cooperative.

Plan addressed:

To provide all employees a comprehensive employee benefits package.

Background:

On September 1, 2002, TRS introduced TRS-ActiveCare, a new statewide health coverage program for public education employees established by the 77th Texas Legislature. Participation in the program has grown to over 334,000 employees and dependents. Of the 1,249 districts/entities eligible to participate in TRS-ActiveCare, over 85 percent, or 1,066 now do so.

Due to a 17% rate increase requested by Unum, the current disability insurance provider, we recommend changing vendors to The Standard. The Standard will provide the same plan design at the same rates Unum is currently charging.

Impact of this action:

The District is committed to providing a competitive employee benefits package to retain and recruit employees of the highest possible caliber.

Budget information:

Funds to be disbursed from various budgets (General Fund, Special Revenue Fund, Payroll) provided for this purpose. This is a multi-year contract with expenditures in 10-11 and 11-12 budget years. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. Total estimated expenditure for health insurance premium for one year including district and employee contributions is \$23,951,676.00 to be allocated as follows:

Budget codes:	<u>10/11 Budget</u>
199.XX.6142.000.XXX.XX.X.XXX (Employee Benefits/Payroll)	\$ 15,592,953.00
,XXX.XX.6142.000.XXX.XX.X.XXX (Special Revenue/ Empl. Benefits)	\$ 3,007,187.00
	<u>11/12 Budget</u>
199.XX.6142.000.XXX.XX.X.XXX (Employee Benefits/Payroll)	\$15,592,953.00
XXX.XX.6142.000.XXX.XX.X.XXX (Special Revenue/ Empl. Benefits)	\$ 3,007,187.00

Coverage	Vendor	District Cost
Health	TRS ActiveCare	\$17,461,692.00
Dental	Aetna	Employee Paid
Life	Standard	\$45,471.00
Long Term Care	Aetna	Employee Paid
Hospital Indemnity	Colonial	Employee Paid
Vision	United	Employee Paid
Disability	Standard	Employee Paid
Cancer	Allstate	Employee Paid
Legal	Pre-Paid	Employee Paid
EAP	Interface	\$88,320.00
Cobra	Aetna	\$18,320.00
Flex Spending	Boon Chapman	\$98,550.00

Monitoring and reporting timeline:

These contracts are reviewed annually.

Resource personnel:

Marianne Cribbin, Executive Director of Human Resources
David M. Hammonds, Director of Employee Services
Barbara Robillard, Director of Purchasing and Contracts

Attachments:

Willis recommendation, disability insurance pricing analysis

Spring Branch ISD Disability Insurance Premiums

	Unum Current Plans		Unum Option 1		Unum Option 2		Unum Option 3		The Standard			The Hartford	
	Plan A	Plan B	Plan A	Plan B	Plan A	Plan B	Plan A	Plan B	Plan A	Plan B	Premium Plan	Select Plan	
14 days	\$3.12	\$1.36	\$3.59	\$1.56	\$3.29	\$1.46	\$3.59	\$1.89	\$3.12	\$1.36	\$3.14	\$2.54	
30 days	\$2.97	\$1.21	\$3.42	\$1.39	\$3.10	\$1.29	\$3.42	\$1.82	\$2.97	\$1.21	\$2.62	\$1.92	
90 days	\$2.42	\$0.91	\$2.78	\$1.05	\$2.45	\$0.95	\$2.78	\$1.67	\$2.42	\$0.91	\$1.48	\$1.08	
180 days	\$2.16	\$0.62	\$2.48	\$0.71	\$2.15	\$0.62	\$2.48	\$1.22	\$2.16	\$0.62	\$1.14	\$0.86	
Rate Guarantee	not applicable		2 years		2 years		2 years		3 years			3 years	

Monthly Rates per \$100 of monthly benefit

NOTE:

UNUM Option 2 reduces the minimum benefit from 25% to 10%, and the 12 month integration with sick leave/other sources reduces to 6 months.

UNUM Option 3 changes the maximum on Plan B to ADEA II for injury, 5 year for sickness

Spring Branch ISD
Disability Insurance Plan Provisions

Benefit Design	Unum Current	Unum	The Standard	The Hartford
Elimination Period	14,30,90,180	14,30,90,180	14,30,90,180	14,30,90,180
Benefit Increments	\$100	\$100	\$100	\$100
Maximum Benefit	66 2/3% up to \$7,500	66 2/3% up to \$10,000	66 2/3% up to \$8,000	66 2/3% up to \$7,500
Minimum Benefit	\$200	\$200	\$200	\$200
Guarantee Issue Limit	\$7,500	\$10,000	\$8,000	\$7,500
Duration of Benefits - Plan A	to age 65 (ADEA II)	to age 65 (ADEA II)	to age 65	to age 65 (ADEA I)
Duration of Benefits - Plan B	1 Year	1 Year	1 Year	Sickness - 5 years Accident - ADEA I
Policy Provisions				
Integration with Workers Comp	Yes, immediately	Yes, immediately	Yes after 12 months	Yes, immediately
Integration with Sick Leave	Yes after 12 months	Yes after 12 months	Yes after 12 months	Yes after 12 months
Integration with all other Sources	Yes after 12 months	Yes after 12 months	Yes after 12 months	Yes after 12 months
Minimum Benefit with Integration	25% of regular monthly benefit	25% of regular monthly benefit	25% of regular monthly benefit	25% of regular monthly benefit
Own Occupation	2 yrs	2 yrs	24 Months	24 Months
Partial Disability	Yes	Yes	Yes	Yes
Return to Work Incentive	Yes	Yes	Yes	Yes
Worksite Modification	Yes	Yes	Yes, to \$25,000	Yes, to \$1,000 or equal to 2 months payment
Mental and Nervous Limit	24 Months	24 Months	24 Months	24 Months
Alcoholism/Substance Abuse Limit	24 Months	24 Months	24 Months	24 Months
Self-reported Symptoms	24 Months	24 Months	24 Months	As any other illness
Pre-existing Conditions	3/12	3/12	3/12	3/3/12
Continuity of Coverage	N/A	N/A	Yes, AAW applies	Yes, AAW applies
Rehabilitation Benefit	Yes	Yes	Yes	Yes
Survivor Benefits	3 month Lump sum, after 6 months of benefits	3 month Lump sum, after 6 months of benefits	3 months	3 months

Spring Branch ISD
Disability Insurance Plan Provisions

	Unum Current	Unum	The Standard	The Hartford
Accelerated Survivor Benefit	Yes, in lieu of survivor benefit	Yes, in lieu of survivor benefit	No	No
Waiver of Premium	Yes, after 90 days	Yes, after 90 days	Yes, no waiting period	Yes, no waiting period
Waive Elimination Period with Hospital Admission	Yes for elimination periods less than 30 days	Yes for elimination periods less than 30 days	Yes for elimination periods less than 30 days	Yes for elimination periods less than 30 days
EAP	Yes	Yes	Yes	Yes
Child Care Expense Benefit	\$350 to \$1,000/month	\$350 to \$1,000/month	Yes, family care benefit	Yes, family care benefit
Education Benefits (for children)	\$200 for each eligible child	\$200 for each eligible child	\$200 for each eligible child	\$200 for each eligible child
Conversion	Yes	Yes	Yes	Yes
Participation Requirement	25%	25%	25%	25%

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
March 22, 2010

Title: Contract for Employee Benefits Consultant

Administration recommendation: It is recommended that the Board of Trustees approve a contract with Willis of Texas, Inc.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$50,000.00.

The Spring Branch Independent School District Board of Trustees approved, by resolution, the district's participation in the Texas Cooperative Purchasing (Region IV Texas) Cooperative.

Plan addressed: Provide a nine (9) month contract for consulting services due to the following:

- Negotiation expertise with finalists for best and final rates plus service offers designed to meet the goals of the District.
- Provide the District with implementation support for all lines of coverage and services.

The District will bid benefits consulting services in May 2010. We are recommending the Willis contract be extended only to December 31, 2010. This is recommended so the District will have a consultant in place to assist with the early open enrollment period (mid-April) as mandated by TRS-ActiveCare. Going forward, the consultant would be contracted on a calendar year basis, January through December.

Background: Neal Welch, currently with Willis, has served the District as an advisor and subject matter expert in the preparation and negotiation of the District's proposals for medical, vision, dental, disability and life insurance products since February 2002. Now that the District has joined the TRS-ActiveCare plan administered by Blue Cross Blue Shield, Neal's firm no longer provides review of medical proposals.

Impact:	<p>Willis will provide insurance expertise and support services in reviewing existing employee benefits programs for the coordination of benefits.</p> <ul style="list-style-type: none"> • Consultant assists Administration in preparing reports for presentation to the Board of Trustees. • Consultant supports the District integrating appropriate accountability measures to recommend vendors, while the District maintains contract oversight responsibilities. • Consultant assists with the development of a Benefits package recommendation that is meaningful, affordable, and beneficial for District employees.
Budget information:	Willis' services are funded through Highlander Financial Services.
Monitoring and reporting timeline:	Contract commences September 1, 2010 and continues through December 31, 2010, four months.
Resource personnel:	<p>Marianne Cribbin, Executive Director of Human Resources David M. Hammonds, Director of Employee Services Barbara A. Robillard, Director of Purchasing and Contracts</p>
Attachments:	Willis / Highlander commission grid

Spring Branch ISD

Commissions effective September 1, 2009

Coverage	Company	Commission Payable (total)	Willis share	Highlander Financial share
Cancer	Allstate	New 70% Renewal 10%	45%	55%
Basic Life	Standard	0%	0%	0%
Supplemental Life	Standard	15%	45%	55%
Dental (PPO / HMO)	Aetna	10%	30%	70% (1)
Disability	UNUM	15% (std) 3% (override)	0%	100%
Legal	Pre-Paid Legal	New 48% (approx.) Renewal is based on persistence (approx. 5% at this time)	45%	55%
HIP	Colonial	New 18% Renewal 3.5%	45%	55%
Vision	United Healthcare	10%	100%	0%
Flex, HSA	Boon-Chapman	0%	0%	0%
COBRA	Aetna	0%	0%	0%
Medical	TRS ActiveCare / Blue Cross	0%	0%	0%

Notes:

1) Pays for Paity (Highlander)

Willis pays Region 4 endorsement fee

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title: Increase of Contract for Love and Logic

Administration recommendation: It is recommended that the Board approve an increase of the contract with Love and Logic for consultant services, training and materials for all SBISD employees.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contracts greater than \$50,000.00.

Plan addressed: Love and Logic – to provide training materials and consulting services implement a student discipline management system supportive of social and emotional learning.

Background: Continued support of the Five-Year Educational Plan through Love and Logic will exceed the originally projected \$50,000.00. Original contract approved in April 2009. It is estimated continued training for employees will necessitate an increase of contract for an additional \$30,000.00.

Impact of this action: All SBISD employees will be trained in Love and Logic. This will provide a focused and consistent approach to student discipline and foster positive relationships.

Budget information: These funds will be disbursed from the Department of Administration Funds budget provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. Total increased expenditure requested for this contract is \$30,000.00, to be allocated by account as follows:

Budget code:	<u>09/10 Budget</u>
199.XX.XXXX.XXX.780.99.0.780 (General Funds)	\$132,949.15

Monitoring / reporting timeline: 2009-2010 School Year

Resource personnel: Margie Duffey, Assoc. Superintendent of Administration and Human Resources
Sofia Petrou, Executive Director of Secondary Services
Patti Pace, Executive Director of Elementary Services

Attachment: None

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
March 22, 2010

Title: Contract for the Purchase of Stryker Evacuation Chairs

Administration recommendation: It is recommended that the Board of Trustees approve the contract award to Grainger for the purchase of Stryker Evacuation Chairs.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$50,000.00.

The Spring Branch Independent School District Board of Trustees approved, by resolution, the district's participation in the TCPN Cooperative Purchasing Program (Region IV).

Plan addressed: These chairs will create a quick and efficient evacuation of disabled or medically fragile students and staff, in buildings that are 2-3 stories without injury.

Background: The District at present is depending on other able bodied staff to use a two person arm carry to evacuate staff and students that are disabled on second and third stories. Two different evacuation chairs were reviewed with Stryker found to be the best made and most durable with very easy ability of use.

Impact of this action: A quick and more effective evacuation with less possibility of injury to either the staff or student that is being moved or the staff who are helping to move.

Budget information: These funds will be disbursed from the workers' compensation/savings, supply budget provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The estimated expenditure for this purchase is approximately \$72,151.42 to be allocated by account as follows:

Budget code:	<u>09/10 Budget Balance</u>
753.41.6391.000.789.99.0.000	\$84,588.71
(General Funds/Worker's Compensation)	

Monitoring and reporting timeline: Vendors' service, delivery and quality of instrument will be closely monitored.

Resource personnel: Margie Duffey, Associate Superintendent for Administration
Dave Hammonds, Director of Employee Services
Ann Fisher, Coordinator of Safety and Risk Management

Attachment: Stryker Evaluation Chair Distribution List

Stryker Evacuation Chair Distribution List:

22 evacuation chairs with foot rests and storage cabinets. Senior Staff has approved these items and these chairs will be placed as follows:

Facility/Campus	Number Evacuation Chairs	Cost
Memorial HS	2	\$6,559.22
Northbrook HS	2	\$6,559.22
SBEC/Cornerstone	2	\$6,559.22
Spring Woods HS	2	\$6,559.22
WAIS	2	\$6,559.22
Northbrook MS	2	\$6,559.22
Spring Forest MS	2	\$6,559.22
Spring Oaks MS	2	\$6,559.22
Spring Woods MS	2	\$6,559.22
Spring Shadows ES	1	\$ 3,279.61
Sherwood ES	1	\$ 3,279.61
Administration	1	\$ 3,279.61
Memorial MS	1	\$ 3,279.61
Total Cost	22	\$72,151.42

PURCHASING AGENDA ITEM

BOARD MEETING DATE
March 22, 2010

Title: Increase of Contract for College Board AP Summer Institute

Administration Recommendation: It is recommended that the Board approve a contract with College Board to provide a customized Pre-AP and AP Summer Institute in Mathematics for Spring Branch ISD.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$50,000.00

College Board conforms to Texas Education Code, Sub-Chapter B of Section 44.031 as a Sole Source Supplier.

Plan addressed: Provide a customized SBISD Pre-AP/AP Summer Institute in Mathematics that focuses on vertical teaming and best practices.

Services will include College Board consultants and materials to conduct the 30 hour training.

Background: The College Board is a not-for-profit membership association whose mission is to connect students to college success and opportunity. Each year, the College Board serves seven million students and their parents, 23,000 high schools, and 3,800 colleges through major programs and services in college readiness, college admission, guidance, assessment, financial aid, enrollment, and teaching and learning. Among its best-known programs are the SAT®, the PSAT/NMSQT® and the Advanced Placement Program® (AP®). The College Board is committed to the principles of excellence and equity, and that commitment is embodied in all of its programs, services, activities and concerns.

Impact of this action: College Board will provide staff development focused on vertical teams in mathematics grades 6-12. The focus will be on strengthening the Pre-AP program in order to increase the success of students in Pre-AP courses and to improve AP exam results in mathematics.

Budget information:

These funds will be disbursed from General Fund, Advanced Studies, contracted services fund, provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. Prior Board approvals with College Board for 09/10 school year to date is \$176,976.00. Estimated increased expenditure requested for this contract is \$44,200.00, to be allocated by accounts as follows:

Budget Codes:	<u>09-10 Budget Balance</u>
199.13.6219.000.962.21.0.962 (Advanced Studies General Funds/Contracted Services)	\$69,122.00

Monitoring and reporting timeline:

SBISD Curriculum and Instruction Administrators will monitor staff development June 7-10, 2010.

Resource personnel:

Jennifer Blaine, Associate Superintendent for Curriculum and Instruction
Lynette Breedlove, Director of Advanced Studies
Pat Waldrop, Director of Guidance and Counseling

Attachment:

College Board Contract
Sole Source Letter

COLLEGE READINESS SYSTEM™ PRODUCTS AGREEMENT**COLLEGE BOARD CONTRACT #: 2010S-K12-6482**

THIS AGREEMENT, including all appendices, exhibits and schedules attached hereto, (the "Agreement"), is made as of this 27th day of January, 2009, by and between Spring Branch Independent School District ("Client") and the College Board (the "College Board").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to College Readiness System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services And Deliverables: The College Board shall furnish Client with the following selected services and/or deliverables in accordance with such service and/or deliverable Schedule:

College Readiness Professional Development Workshop and Materials

The parties agree that any exams, products, and services that are purchased by Client from the College Board after the commencement date of this Agreement shall be added by a schedule covering such exams, products, and/or services that is signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 22, 2009 and, unless sooner terminated as provided in this Agreement, will expire on September 30, 2010 ("Initial Term"). Thereafter, Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement, unless this Agreement is sooner terminated as provided in Section 2.2 (Termination). During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal and shall take into account the number of schools and/or students that Client expects to participate during the Renewal Term. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term".

2.2 Termination. If either party should commit a breach of any of the provisions of this Agreement (including but not limited to any failure by Client to make payments when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, that if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, that if Client should breach the provisions of Representations and Warranties or Confidentiality, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the deliverables under that Schedule shall cease, and

Client shall; (a) immediately cease all use of the applicable deliverables and purge any and all software, content and materials from Client's computer systems, storage media and files and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services rendered and/or costs incurred by the College Board prior to the effective date of any termination under the Agreement.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2009 -2010 implementation year pursuant to the College Readiness Budget Schedule. Unless otherwise indicated in a Schedule, Client shall remit payment within thirty (30) days upon receipt of the invoice from the College Board to: The College Board PO Box 30171, New York, NY 10087-0171.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any Fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered by and through a person with the authority to execute the Agreement on its behalf.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this agreement, Client agrees to indemnify, hold harmless and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board Site, CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) as applicable, providing prompt access to Client's personnel, equipment, software, systems, documentation (b) fulfilling its obligations under the applicable Schedule; (c) furnishing College Board with Client contact information; and (d) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1, labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law. This Agreement is governed by the laws of the State of Texas, U.S.A. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, on the seventh (7th) day following such mailing or by national courier service on the third (3rd) business day following such mailing, or if sent by facsimile on the day faxed, or if not a business day, the next succeeding business day, provided that, the facsimile is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K12 Contracts Management
The College Board
45 Columbus Avenue
New York, NY 10023
Tel: (212) 373-8751
Fax: (212) 262-1427

With a copy to:
Legal Department
The College Board
45 Columbus Avenue
New York, NY 10023
Tel: (212) 713-8000
Fax: (212) 713-8036

To Client:
Lynette Breedlove
Spring Branch ISD
955 Campbell Road
Houston, TX 77024
Tel: (713) 464-1511
Fax:

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services and deliverables provided for under this Agreement

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees or joint ventures of the other party. Neither party shall have any authority to bind the other party to any

obligation by contract or otherwise. The College Board's employees shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor, and that neither the College Board nor any of the College Board's employees or agents is an employee of Client.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement, including by way of example and without limitation, payment, ownership intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 herein, entitled Miscellaneous

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. The Parties have attached the following Schedule(s) to this Agreement, each of which the Parties agree to incorporate in and make a part of this Agreement:

Schedule

- College Readiness Professional Development
- Professional Development Budget Schedule

In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause.

9.12 Entire Agreement. This Agreement with all attached Schedules (and any attachments to those Schedules) sets forth the entire Agreement between the College Board and Client, supersedes any and all other agreements and understandings (oral or written) between the College Board and Client concerning the subject matter of this Agreement.

9.13 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. A signature delivered by facsimile shall be considered binding for both parties.

**SPRING BRANCH INDEPENDENT
SCHOOL DISTRICT**

THE COLLEGE BOARD

Signature

Signature

Duncan Klussman
Name

Trevor Packer
Name

Superintendent of Schools
Title

Vice President, Advanced Placement
Title

Date

Date

COLLEGE READINESS PROFESSIONAL DEVELOPMENT SCHEDULE

I. SCOPE OF WORK

Professional Development Workshop and Materials

The College Board shall furnish the below referenced professional development workshop(s) for a period indicated below, which is mutually selected, agreed upon, and scheduled by the College Board and Client. During each workshop, the College Board will provide Client's officials, teachers and administrators with instructional strategies, technical training, and associated support. At each workshop the College Board will provide each participant with one copy of the instructional materials. The College Board's obligation to furnish this workshop is contingent upon the Client complying with the obligations set forth in Exhibit A, Workshop Checklist, incorporated by reference herein.

Workshop Name	Duration	Tentative Date	Workshop Fee
PASI for Pre-AP VT	5 Days	6/7/10 -6/10/10	\$11,050
PASI for Pre-AP VT	5 Days	6/7/10 -6/10/10	\$11,050
PASI for Pre-AP VT	5 Days	6/7/10 -6/10/10	\$11,050
PASI for Pre-AP VT	5 Days	6/7/10 -6/10/10	\$11,050

The total fees for Workshop shall be **\$44,200**.

The workshop fee does not cover the following costs associated with the workshop: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or transportation expenses. Client shall be responsible for and pay directly the costs not covered by the fee.

III. FEES

The total fees for the Professional Development Workshops shall be **\$44,200**.

III. TERMS AND CONDITIONS

Workshop Cancellation and Rescheduling. The College Board shall make the workshops available to Client at the dates and times set forth in the letter agreement. In the event that Client wishes to cancel or reschedule a workshop, Client shall notify the College Board in writing no later than thirty (30) days prior to the first day of the workshop. If Client cancels or reschedules a workshop less than thirty (30) days prior to the first day of the workshop, then Client shall pay the College Board for its costs incurred to reschedule the workshop, including consultant fees, materials costs, and other expenses incurred prior to the College Board's receipt of Client's request to reschedule or cancel. Such fee shall not apply to any cancellations or rescheduling caused by a Force Majeure event.

**EXHIBIT A
WORKSHOP CHECK LIST**

Client will collect and provide the College Board with the following implementation information ("Implementation Information") selected below (Please check the appropriate box(es) then delete this instruction):

- District Information.** District contact information, superintendent or Designee's contact information, District Workshop Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.
- School Information.** Client shall provide the school contact information, principal contact information, school workshop coordinator, and where applicable information technology contact.
- Workshop Site.** Client shall provide College Board with a venue to host the workshop, which includes a meeting room and where applicable audio-visual equipment.
- Participant Information.** Client shall provide the College Board with a list of the number of all workshop participants by subject. Client agrees that the College Board may rely on such list in determining the number of materials and of consultants provided by the College Board to Client at such workshop
- Designation of Workshop Coordinator.** Client shall designate, and shall cause each school to designate, a workshop coordinator. The workshop coordinator shall be Client's principal contact with the College Board and shall assist in the organization and training.
- Information Technology Contact.** Client shall designate, and shall cause each school to designate an information technology contact. The Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the workshop.
- Network Access and Internet Connectivity.** Client will ensure network access and Internet connectivity during the workshop and, and will require the Client information technology contact or another appropriate staff person to be available during the workshop to assist in the maintenance of such network access and Internet connectivity.
- Accommodations and Instruments.** Furnish workshop space and instruments such as overheads, chairs and desks, VCR and monitor, and whiteboards as necessary for the workshops. Furthermore, College Board shall not provide food and or refreshments for participants.

Client shall be responsible for confirming that the duration, scope, and dates of the workshops are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not receive the information required under this section within said time frame, the College may or may not furnish a Workshop. If the College Board furnishes a Workshop, then the quality

of the workshop may be affected, and the College Board shall not be responsible for any problems, issues or effectiveness of the Services based on Client's failure to provide such information on a timely basis.

PROFESSIONAL DEVELOPMENT BUDGET SCHEDULE

	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	<u>Discount</u>	<u>Total Cost</u>
<i>1. Professional Development</i>					
Professional Development Private Workshop - 5 day member	1	\$11,050.00	\$11,050.00	\$0.00	\$11,050.00
Professional Development Private Workshop - 5 day member	1	\$11,050.00	\$11,050.00	\$0.00	\$11,050.00
Professional Development Private Workshop - 5 day member	1	\$11,050.00	\$11,050.00	\$0.00	\$11,050.00
Professional Development Private Workshop - 5 day member	1	\$11,050.00	\$11,050.00	\$0.00	\$11,050.00
<i>Sub Total for 1. Professional Development</i>			<i>\$44,200.00</i>	<i>\$0.00</i>	<i>\$44,200.00</i>
<i>Total</i>			<i>\$44,200.00</i>	<i>\$0.00</i>	<i>\$44,200.00</i>

RECEIVED
SBISD PURCHASING DEPT
2008 MAY -7 AM 11:14

May 7, 2008

Daneen Curran
1031 Witte Road, Building E
Houston, TX 77055

Re: Sole Source Justification

Dear Ms. Curran,

This letter is to affirm that the College Board is the sole source owner of the following Programs, examinations, publications, and software, which include tangible and intangible related services and materials collectively referred to as "Official College Board Offerings". Such Official College Board offerings include without limitation the following: Advanced Placement Programs, AP, AP Central, AP Potential, Pre AP, AP Vertical Teams, Accuplacer, CLEP, PSAT/NMSQT, PSSS, Recruitment PLUS, SAT, SAT Readiness Program, SAT Reasoning Test, SAT Subject Test, CollegED, SpringBoard, APSI, and MyRoad.

Fell free to contact the undersigned if you should have any questions or concerns. We thank you for the opportunity to utilize College Board Offerings to help your students connect to college success.

Regards,

Kea Waithe
Director of Publications/ Fulfillment
The College Board
45 Columbus Avenue
New York, NY 10023-6992
(212) 713-8165 phone
(212) 713-8143 fax

PURCHASING AGENDA ITEM

BOARD MEETING DATE
March 22, 2010

Title: Increase of Contract with SureScore College Readiness

Administration Recommendation: It is recommended that the Board approve an increase of contract with SureScore to provide Vision Curriculum and training for the Spring Branch summer program, Dream BIG.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$50,000.00

The Spring Branch Independent School District Board of Trustees approved, by resolution, the district's participation in the TCPN Cooperative Purchasing Program (Region IV).

Plan addressed: Provide Vision Curriculum for the 2009-2010 Spring Branch summer program, Dream BIG.

Services will include Vision and Study Skills curriculum, student materials and teacher training.

The SAT prep program will include individual student reports and class summary reports for each diagnostic. SAT consumable will also be provided for participating students.

Background: SureScore is an educational consulting firm that specializes in providing college preparation programs to school districts throughout the country. Our mission is to become the leading provider of cost-effective yet comprehensive programs to campuses, grant-based organizations, and other entities seeking to develop college preparation initiatives that target diverse student populations. In the end, all students should have access to the skills and resources that are necessary to take the next step towards attending college.

Impact of this action: SureScore will provide staff development and curriculum which will prepare students and teachers to better equip them for success in the Pre-AP program.

Budget information: These funds will be disbursed from General Fund, Advanced Academic Studies, contracted services fund provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. Prior Board approvals with SureScore for 09/10 school year to date is \$85,000.00. Estimated increased expenditure requested for this contract is \$21,000.00, to be allocated by accounts as follows:

Budget Codes:	<u>09-10 Budget Balance</u>
199.13.6219.00.960.99.0.960 (Advanced Studies General Funds/Contracted Services)	\$69,122.00

Monitoring and reporting timeline: SBISD Curriculum and Instruction Administrators will monitor SureScore program through the summer of 2010.

Resource personnel: Jennifer Blaine, Associate Superintendent for Curriculum and Instruction
Lynette Breedlove, Director of Advanced Studies
Pat Waldrop, Director of Guidance and Counseling

Attachment: SureScore College Readiness Proposal



Higher Expectations. Higher Education.

College Readiness Proposal

Spring Branch ISD

Dream Big Program

February 2, 2010

Prepared for:
Lynette Breedlove, Ph.D.
Director of Advanced Studies
Spring Branch ISD
955 Campbell
Houston, TX 77024
P (713) 251-1998

SureScore Sales Contact:
Bret Cormier
Regional Manager
P (210) 269-2383
F (888) 470-8015
bcormier@surescore.com



Higher Expectations. Higher Education.

I. Proposal Summary

College Readiness Proposal for Spring Branch ISD impacting Summer and Fall 2010

Dream Big Enrichment Program for Spring Branch ISD:

- Reaching middle school and high school students
- Course includes Vision and Study Skills
- Summer Program
 - 16 hours of instruction for one week (four hours a day for four days)
- Fall Program
 - Embedded into advisory class
- Professional development for teachers implementing Vision and Study Skills



Higher Expectations. Higher Education.

II. Proposal Cost Detail

Option One – 400 students (200 middle school and 200 high school)

College Readiness Initiative Spring Branch ISD	Number of Students	Average Cost Per Student	Total Cost
High School Program			
Curriculum	200	\$75.00	\$15,000.00
Professional Development			\$1,500.00
Curriculum Discount	200	(\$30.00)	(\$6,000.00)
Middle School Program			
Curriculum	200	\$75.00	\$15,000.00
Professional Development			\$1,500.00
Curriculum Discount	200	(\$30.00)	(\$6,000.00)
Total Program Cost			\$21,000.00

Option Two – 280 students – (140 middle school and 140 high school)

College Readiness Initiative Spring Branch ISD	Number of Students	Average Cost Per Student	Total Cost
High School Program			
Curriculum	140	\$75.00	\$10,500.00
Professional Development			\$1,500.00
Curriculum Discount	140	(\$30.00)	(\$4,200.00)
Middle School Program			
Curriculum	140	\$75.00	\$6,300.00
Professional Development			\$1,500.00
Curriculum Discount	140	(\$30.00)	(\$4,200.00)
Total Program Cost			\$15,600.00

Option Three – 200 students (100 middle school and 100 high school)

College Readiness Initiative Spring Branch ISD	Number of Students	Average Cost Per Student	Total Cost
High School Program			
Materials/Curriculum	100	\$75.00	\$7,500.00
Professional Development			\$1,500.00
Curriculum Discount	100	(\$30.00)	(\$3,000.00)
Middle School Program			
Materials/Curriculum	100	\$75.00	\$7,500.00
Professional Development			\$1,500.00
Curriculum Discount	100	(\$30.00)	(\$3,000.00)
Total Program Cost			\$12,000.00



Higher Expectations. Higher Education.

III. Description of Proposed Programs

Dream Big Enrichment Program

- Summer and Fall Program that combines Vision and Study Skills
 - Program that increases career and college awareness through in-depth career exploration and college planning; includes enrichment curriculum focused on improving study, organization, and time-management skills
 - \$75.00 per student (special price, \$45.00)
- Includes student consumables for each participating student
- Teacher Training for up to 20 teachers per program; one day training at \$1,500.00 per session
- Classroom facilities provided by Spring Branch ISD

IV. Terms and Agreement

Licensing Period:

All programs are licensed through December 31, 2010.

Payment Terms:

Payment is due at implementation of professional development or shipment of materials, unless alternative terms agreed between parties.

Pricing:

Above prices are good for 45 days from date of proposal.

Purchase Order Number: _____

SureScore TCPN #R4846

Signatures:

For Spring Branch ISD: _____

For SureScore: _____

PURCHASING AGENDA ITEM:

BOARD MEETING DATE
March 22, 2010

- Title: Annual Contract for General Merchandise
- Administration Recommendation: It is recommended that the Board of Trustees approve a contract to the below listed vendors for the purchase of General Merchandise for the District.
- Costco
 - HEB
 - Jerry's Artarama
 - King Dollar
 - Texas Art Supply
 - Other/Various Vendors
- Authority for this action: Policy CH (Local) requires the Board of Trustees to approve bid/proposal awards greater than \$50,000.00.
- Plan addressed: To establish an annual contract to qualified vendors for General Merchandise for the District. This contract shall be for the 2010-2011 school year. General Merchandise Items include, but are not limited to the following:
- Art Supplies/Crafts
 - Child Care Supplies/Services
 - Pastry/Baked Goods
 - Homeless Student Supplies
 - School Supplies
 - Snacks (Events)
 - Drama Supplies
 - Gardening Supplies
 - First-Aid/Health Supplies
 - Building Supplies & Materials
 - Culinary Supplies
 - Specialty Items
- Background: The SBISD Purchasing Department reviews and monitors the purchasing history of goods and services and expenditures for district and state purchasing compliance.
- Impact of this action: Provide General Merchandise/Products and services to SBISD sixty two (62) locations. Campus/Departments will be able to order, retrieve and pay with a district Purchase Order or Activity Fund Check.

Budget information: These Funds will be disbursed from the General Fund, Campus/Department Supply Budget(s) provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual campus/department budgets. The estimated expenditure for this project is \$150,000.00 to be allocated by accounts as follows:

Budget Codes:	<u>09-10 Budget</u>
199.XX.6391.XXX.XXX.XX.X.XXX (General Fund/Supply Budget)	\$1,208,636.00
199.XX.6391.XXX.XXX.XX.X.XXX (General Fund/Supply Budget)	<u>10-11 Proposed Budget</u> \$3,329,090.00

Monitoring and reporting timeline: SBISD Campuses/Departments shall be responsible for scheduling, correct ordering, payments, and coordinating the event with vendor(s). This contract will be reviewed annually.

Resource personnel: Karen Wilson, Associate Superintendent of Finance
Barbara Robillard – Director of Purchasing
Becki Luchak – Manager of Purchasing and Textbooks
Nicole Ricketts – Buyer

Attachment: Proposal Tabulations # 9052P and 9056P

SPRING BRANCH I.S.D.

PROPOSAL NO:
9052P & 9056P
PROPOSAL DATE:
March 3, 2010

PROPOSAL TABULATION: Annual Contract for General Merchandise		Staff Member Requesting This Item: Barbara Robillard, Director of Purchasing				
DESCRIPTION	Form Received	Costco	HEB	Jerry's Artarama	King Dollar	Texas Art Supply
Felony Conviction Notice	Yes/No	yes	yes	yes	yes	yes
Residency Certificate	Yes/No	yes	yes	yes	yes	yes
Conflict of Interest	Yes/No	yes	yes	yes	yes	yes
Debarment Certification	Yes/No	yes	yes	yes	yes	yes
Non-Collusion Statement	Yes/No	yes	yes	yes	yes	yes
Vendor Information	Yes/No	yes	yes	yes	yes	yes
Proposal Form						
Shelf Discount	%	0	0	0	0	10
Accepts Purchase Orders	Yes/No	no	no	yes	yes	yes
Other Methods of Payment		AMEX/Check	Credit/Check	n/a	n/a	credit cards
Corporate Account Required?	Yes/No	yes	n/a	yes	no	yes
Will Corporate/Store Account be effective for all locations	Yes/No	yes	yes	no	no	yes
Delivery Available	Yes/No	no	no	yes	no	yes

It is recommended that all responding vendors be awarded successful status.

Requests for bids were distributed to the following:	
Academy	Garden Ridge
Arne's Warehouse	HEB
Babies-R-Us	Hobby Lobby
Conn's	Home Depot
Costco	Ikea
Dollar Tree	Lowe's
	Michaels
	Sam's
	Target
	Teacher Heaven
	Walgreen's
	Walmart

Charge to budget code: 199.XX.6391.X.XX.X Estimated Amount of Contract: \$150,000.00

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
March 22, 2010

Title: Document Management Service (New/Replacement Copiers)

Administration recommendation: It is recommended that the Board approve the contract with Stargel Office Solutions for the document management service, and PC Cable for networking.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve proposals greater than \$50,000.00.

Plan addressed: Provide a full solution document creation, submission, job acceptance, production, finishing, distribution and archival through vendor software and hardware equipment, operational support, technical support, and consulting and training services.

Background: SBISD has been with its current document management service provider since November 2006 (8052P), Board of Trustees approved August 28, 2006. The four (4) year contract will expire October 2010.

SBISD elected to buy out the lease on the current contract for \$1.00. As per the original proposal, SBISD could negotiate a new contract for "New Services" within the current contract terms.

Impact of this action: The intention of this document management service contract is to provide each high school with two (2) replacement machines; and, one (1) at WAIS, as they received a new machine in October 2009.

The three-year renewal contract shall be for a period of one (1) year, April 1, 2010 through March 30, 2011, with the option to renew annually for an additional two (2) years if the renewal is agreed to in writing by both parties.

Budget Information:

These funds will be disbursed from General Fund, contract services budget provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The estimated annual expenditure for one (1) year is \$103,864.42 to be allocated by account as follows:

Budget Code:	<u>09-10 Budget Balance</u>
199.11.6269.XXX.XXX.XX.X.XXX	\$ 15,283.84
(Gen. Fund/Contract Services)	

	<u>10-11 Proposed Budget</u>
199.11.6269.XXX.XXX.XX.X.XXX	\$ 113,228.00
(Gen/ Fund/Contract Services)	

Monitoring and reporting timeline:

Installation, implementation and transition will be a phased approach during the month of April-June, 2010, in a way that is not disruptive to the educational process.

Resource Personnel:

Karen Wilson, Associate Superintendent of Finance
Barbara A. Robillard, Director of Purchasing

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
March 22, 2010

Title: Renewal of Annual Contract for the Heating, Ventilation, and Air Conditioning (HVAC) Supplies

Administration recommendation: It is recommended that the Board of Trustees approve the renewal of the contract American Industrial Supply, Heat Transfer Solutions, Johnson Supply Co. for the purchase of HVAC supplies and materials

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$50,000.00.

Plan addressed: In order to maintain a comfortable atmosphere for instruction and learning, many supplies and parts are needed to maintain the HVAC equipment in the classrooms. Many of these supplies are used on a daily basis and essential for the technicians to do their job efficiently. Sufficient stock must be maintained in order to get the most value for budget funds, minimize interruptions to instruction and reduce man hours spent on retrieving commonly used parts from vendor sites.

Background: This is the first renewal of contract # 8797P, which was originally Board approved on March 23, 2009. This contract will have the option to renew annually for one (1) additional year.

Expenditure History for 2008 / 2009

American Industrial Supply	\$ 0.00
Heat Transfer Solutions	\$ 6,578.28
Johnson Supply	<u>\$ 47,905.42</u>
Total Expenditure	\$ 54,483.70

Spring Branch ISD has many types of equipment to provide cooling in the summer and heating in the winter. It is the responsibility of maintenance to insure this equipment is functioning throughout the district, and that the supplies are available to keep them operational. Our vendors make sure that the supplies and materials are in stock and readily available.

Impact of this action: The suppliers listed on this contract will provide Spring Branch with quality products that are needed here in the district at a competitive price. With forty-seven (47) schools and six (6) administrative campuses a variety of supplies are used on a daily basis (Freon, rags, oil, vents, belts, fasteners, etc.) and with the aging equipment these supplies get depleted quickly.

Budget Information: These funds will be disbursed from the General Fund/ Heating, Ventilation, and Air Conditioning (HVAC) budget provided for this purpose. This is a multi-year contract that will cover portions of the 2009/2010 and 2010/2011 fiscal years. Individual requisitions are not approved without sufficient funds available in the individual department/ campus budgets.

The estimated expenditure for these contracts are \$75,000.00, to be allocated by accounts as follows:*

Budget Codes:

	<u>09/10 Balance</u>
199.51.6316.142.971.99.0.971 (General Fund/ HVAC Supplies & Material)	\$10,241.94

	<u>10/11 Proposed Budget</u>
199.51.6316.142.971.99.X.971 (General Fund/ HVAC Supplies & Material)	\$127,500.00

* Expenditures will cross over into 2010-2011 budget year.

Monitoring and reporting timeline:

These contracts will be reviewed annually.

Resource personnel:

Ruben Reyes, Associate Superintendent of Operations
Vinod Bahl, Director of Maintenance
Ernest Palomo, HVAC/Fire Alarm/ Preventive Maintenance Supervisor

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:

March 22, 2010

Title: Renewal of Annual Contract for Plumbing Supplies

Administration recommendation: It is recommended that the Board of Trustees approve contract renewal to Moore Supply Co., McCoy's Building Supply, and City Supply for the purchase of plumbing supplies.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve proposal awards greater than \$50,000.00.

Plan addressed: To improve efficiency in supplying Maintenance Repairs Operations (MRO) products; to provide reduced costs of acquisition and possession of MRO products (i.e. porcelain fixtures, fixture repairs, repair parts, pipe fittings, valves and pipe), and improve delivery of materials, while providing safe, clean, well-maintained and comfortable facilities.

Background: This is the final renewal of Proposal #8550P, which was originally approved by the Board on 24 March 2008.

Expenditure History for 2008/2009

The original contract was for an estimated \$75,000.00

Moore Supply Co.	\$ 90,332.21
McCoy's Building Supply	\$ 0.00
City Supply	\$ 0.00
Total:	\$ 90,332.21

Impact of this action: To support the District's continuing efforts to optimize resources, ensure prompt delivery, and improve productivity.

Budget information: These funds will be disbursed from the General Funds/Plumbing Supplies budget provided for this purpose. This multi-year contract will cover portions of the 2009/2010 and 2010 /2011 fiscal years. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The estimated annual expenditure for the contracts is approximately \$75,000.00 to be allocated by account as follows: *

Budget Code:	<u>09/10 Budget Balance</u>
199.51.6316.145.971.99.0.971 (General Fund/Plumbing Supplies)	\$ 8,063.02
	<u>10/11 Proposed Budget</u>
199.51.6316.XXX.971.99.X.971 (General Fund/Plumbing Supplies)	\$478,356.00

*Expenditures will cross over into 2010-2011 budget year.

Monitoring and reporting timeline: This contract is reviewed annually.

Resource personnel: Ruben Reyes, Associate Superintendent for Operations
Vinod Bahl, Director of Maintenance
Jose Galvan, Building Maintenance Supervisor

Attachment: None