

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

Date of Board Meeting: January 21, 2008

Subject: Request for Approval of Contract Awards

Administrator Responsible:

Name: Barbara A. Robillard

Position: Director of Purchasing

Purpose of Agenda Item:

Information only Action needed Report

Summary of Recommended Awards 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: January 21, 2008

SUMMARY OF RECOMMENDED AWARDS OF BOND PROGRAM CONTRACTS:

Operations	Approval of PBK Roof Consultants, Inc. for Roof Consulting Services for Cedar Brook Elementary School Roof Replacement PBK Roof Consultants, Inc.	93,600.00 estimated
Operations	Renewal of Contract with EFI Global EFI Global, Inc.	80,000.00 estimated
Operations	Contract with Thompson Surveying Company Thompson Surveying Company	50,000.00 estimated
Operations	Architectural Services PBK SHW	To be determined

SUMMARY OF RECOMMENDED AWARDS OF CONTRACTS:

Administration	Renewal of Teacher Screening Service Gallup Organization	34,929.00 estimated
Curriculum & Instruction	Contract for Band Instruments for the District Holze Music Company	63,000.00 estimated
Operations	Contract for Heating, Ventilation and Air Conditioning (HVAC) Spare Parts Carrier South Texas Hunton Trane York International Corp. Total for HVAC spare parts vendors	225,000.00 estimated
Operations	Contract for Boiler Replacement, Repair and Services Vendors to be determined	<u>100,000.00</u> estimated
TOTAL		\$ 646,529.00

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:
January 21, 2008

Title: Approval of PBK Roof Consultants, Inc. for roof consulting services for Cedar Brook Elementary Roof Replacement.

Administration recommendation: It is recommended the Board of Trustees approve a contract with PBK Roof Consultants, Inc as the roofing consultant for the roof replacement of Cedar Brook Elementary School in the amount of \$93,600.00

Authority for this action: Policy CH (Local) requires the SBISD Board of Trustees to approve contracts and project awards greater than \$25,000.00.

Plan addressed: To maintain a watertight envelope to protect the structure and provide a safe environment for the building occupants.

Background: SBISD is required by law to have a profession design and provide engineering for all roof replacement work.

Impact of this action: To maintain that SBISD is in full compliance with Local and State Law.

Budget information: Proposed funds would be disbursed upon approval at the January 2008 Board Meeting.

Budget Code: 625.81.6623.86.124.8.99.0.FS \$93,600.00
(Bond Fund/Roofing Consultants/Planning & Construction)

Cost includes 6% of construction costs, Optional QAQC (Quality Assurance & Quality Control), design contingency and reimbursements.

Available Funds	\$1,301,100.00
Cedar Brook Elementary Roof	\$ 93,600.00
Remaining Balance	\$1,207,500.00

Monitoring/reporting timeline: Contracts to be issued against Board approved expenditure. Oversight by SBISD Planning & Construction

Resource Personnel: Terry Bell, Director of Planning and Construction
Richard E. Skalski, Sr. Project Manager

Attachments: Consultant Proposal from PBK Roofing Consultants
Budget Projections



**BUILDING ENVELOPE ASSESSMENT SURVEY
CEDAR BROOK ELEMENTARY SCHOOL
2121 OJEMAN**

RECOMMENDED "SCOPE OF WORK" ESTIMATED PROJECT BUDGET:

RE-ROOF MAIN BUILDING AREA "SCOPE OF WORK" COST ESTIMATE: \$ 1,085,000.00
(Approx. 72,181 s.f.)

- Tear-off existing single-ply membrane off existing light weight insulating concrete roof deck..
- Mechanically attach base sheet to existing light weight insulating concrete.
- Fully adhere smooth surfaced "base-ply" modified bitumen membrane.
- Fully adhere granule surfaced "finish-ply" modified bitumen system w/ a 20 year NDL Full System Warranty.
- Replace all associated penetration flashings, sheet metal and trim.

EXTERIOR WATERPROOFING "SCOPE OF WORK" COST ESTIMATE: \$ 25,000.00

- Remove (grind clean) and replace existing sealant joints at all vertical wall control/expansion joints, around all window/door frames and various other types of wall penetrations. Install new primer, backer rod and sealant as required.

BRICK THROUGH-WALL FLASHING REPLACEMENT "SCOPE OF WORK" COST ESTIMATE: \$ 75,000.00

- Remove existing (3) brick courses above existing through-wall flashing. Replace existing metal through-wall flashing tray/receiver and associated membrane flashing. Replace brick to match existing.

PROJECT "OWNER'S CONTINGENCY" ALLOWANCE: \$ 20,000.00

TOTAL CONSTRUCTION BUDGET ESTIMATE: \$ 1,205,000.00

ARCHITECTURAL FEES (6%): \$ 77,300 .00
(INCLUDES ESTIMATED PRINTING AND ADVERTISEMENT COSTS OF \$5,000.00)

PROJECT "OPTIONAL PART TIME QUALITY ASSURANCE" ALLOWANCE: \$ 20,000.00

TOTAL PROJECT BUDGET ESTIMATE: \$ 1,302,300.00

MISCELLANEOUS COST CONSIDERATIONS:

The cost data provided above is based upon current dollars and includes inflationary cost for labor and material based on recent construction pricing increases, as well as, rising cost of petroleum based products. Additionally, the budgets stated above include cost for insurance and fall protection safety requirements.

Budget Projection

Cedarbrook Elementary

Roof Replacement

Spring Branch Independent School District

Item Description	Roof Replacement	Funding Allocation
Inflation factor:	0	
Number Students:		
Building Sq. Ft.:		
Building Sq. Ft. GMP:		
Building Sq. Ft. Cost:	NA	
Project cost	\$ 1,185,000	Contractor
Telephone Equipment	\$ -	Contractor
Site Adjustments	\$ -	Contractor
Surveillance Cameras/Wiring	\$ -	Contractor / Other
Fiber WAN	\$ -	Contractor
ADA Site Upgrades	\$ -	Contractor / Other
Security System	\$ -	Contractor
Emergency Generator	\$ -	Contractor / Other
Demolition / Abatement	\$ -	Contractor / Other
Construction Cost:	\$ 1,185,000	
Site Acquisition:		
No. of Acres		
Price per acre (\$2.00/sf)		Other
Cost of Site	\$ -	Other
Utilities	\$ -	Other
Offsite Detention/Acre	\$ -	Other
Due Dillgence/Acre	\$ -	Other
Tech.Hardware	\$ -	Other
Furniture/Fixtures/Equipment:	\$ -	Other
Arch. Fees	\$ 71,100	Architect / Engineer
Optinal Quality Assurance	\$ 20,000	Architect / Engineer
Reimbursables & Printing	\$ 2,500	Architect / Engineer
Contingency Allowance	\$ 20,000	Other
Design Contingency	\$ -	Architect / Engineer
TAB	\$ -	Other
Material Testing	\$ -	Other
Speclal Equipment	\$ -	Other
Administrative Fees:		
Geotech Survey	\$ -	Other
Platting & Boundary Survey	\$ -	Other
Topo Survey	\$ -	Other
Bid Advertising	\$ 2,500	Other
TDLR Plan Review	\$ -	Architect / Engineer
Third Party Inspection	\$ -	Other
TOTAL PROJECT COST	\$ 1,301,100	

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
January 21, 2008

Title: Contract with EFI Global

Administration recommendation: It is recommended that the Board of Trustees approve a contract with EFI Global as our professional consultant for asbestos inspections, abatement, hazardous materials and/or mold air quality issues.

Authority for this action: Policy CH (Local) requires the SBISD Board of Trustees to approve contracts awards greater than \$25,000.00.

Plan addressed: Current SBISD asbestos program, construction program and clean air in schools program. Consultant will provide engineering services to investigate, monitor and examine asbestos abatement, hazardous materials and /or mold/air quality issues.

Background: SBISD is required by law to have a licensed asbestos consultant plan and monitor all asbestos, hazardous materials and mold related activities .

Impact of this action: To maintain that SBISD is in full compliance with both Federal and State Law.

Budget information: These funds will be disbursed from Bond Funds, 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 contract will not exceed \$80,000.00.

Budget codes:
625.81.6626.00.920.8.99.0.AB
661.81.6626.00.920.8.88.0.AB
(Bond Funds/Contracted Services)

Monitoring/reporting timeline: Contract compliance will be monitored by the Planning and Construction Department.

Resource Personnel: Terry Bell, Director of Planning & Construction
Richard E. Skalski, Sr. Project Manager, Asbestos Contact

Attachments: Engineering Services Contract
Fee Schedule

Professional Services Contract

Consultant Name or Name of Company:

EFI GLOBAL

Term: This contract is effective as of 1 February 2008 and shall continue in effect until 31 January 2009. (Article I)

Purpose: SBISD agrees to retain consultant and consultant agrees to provide services to SBISD, i.e.: engineering services to investigate, monitor and examine asbestos abatement, hazardous materials and /or mold/air quality issues. (Article III)

Compensation: SBISD agrees to pay Consultant an estimated amount not to exceed \$80,000

including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article IX):

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the SBISD Professional Services Contract.

Consultant Name: EFI Global, Inc.

Signature: [Handwritten Signature] Date: 12/14/07

Address: 11000 Richmond Ave. #250 City, State, Zip Code: Houston TX

Social Security # _____

Telephone # 832-518-5145 Fax# 832-518-5157

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Richard E. Skalski, Sr. Project Manager

Signature: _____ Date: _____

Telephone # 713.365.5751 Fax# 713.973.8351

*Contracts over \$10,000 warrant Director of Purchasing & Contracts signature, prior to execution and authorizing services:



EFI Global

Complex Issues • Solid Solutions

11000 Richmond, Suite 250
Houston, TX 77042
Tel: 832-518-5145
Fax: 832-518-5157

Environmental and Engineering Services Fee Schedule

Technician I	\$50 per hour
Technician II	\$55 per hour
Senior Field Technician	\$60 per hour
Staff Professional II	\$70 per hour
Staff Professional III	\$80 per hour
Project Manager I	\$85 per hour
Project Manager II	\$95 per hour
Senior Project Manager	\$115 per hour
Principal/Vice President/Consultant	\$140 per hour
Graphics Specialist	\$75 per hour
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Mileage	\$ 0.50 per mile
Travel and related expenses	Cost plus 15%
Outside Laboratory & Professional Services	Cost plus 15%
Field equipment and supplies	Cost plus 15%
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Asbestos Visual Estimation Analysis	\$18.00 per sample
Asbestos Point Counting Analysis	\$50.00 per sample
Other Asbestos Analysis	Cost plus 15%
Air sample PCM analysis (<10 samples)	\$12 per sample
Air sample PCM analysis (>10 samples)	\$10 per sample
Air-O-Cell Mold analysis	\$45 per sample
Other Mold Analysis	Cost plus 15%
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Administrative Assistant	\$55 per hour
Photographs - Processing and prints	Cost plus 15%
Copies - Other than normal report copies	\$40 per report copy
Color copies	\$2.00 per page

January 2008

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
January 21, 2008

Title: Contract with Thompson Surveying Company

Administration recommendation: It is recommended the SBISD Board of Trustees approve a contract with Thompson Surveying Company as a professional consultant for surveying services connected with the Westwood Elementary Project.

Authority for this action: Policy CH (Local) requires the SBISD Board of Trustees to approve contracts awards greater than \$25,000.00.

Plan addressed: The consultant will provide professional surveying services connected to the Westwood Elementary Project including but not limited to a Boundary, Topographical, Tree Surveys and Platting Services.

Background: SBISD is required by law to have a surveyor registered with the State of Texas perform surveys and platting.

Impact of this action: To maintain that SBISD is in full compliance with State Law.

Budget information: These funds will be disbursed from Bond Funds, 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 contract will not exceed \$50,000.00. This includes reimbursable estimated government fees.

Budget code:
625.81.6299.00.973.8.99.0.73
(Bond/Contract Services)

Monitoring/reporting timeline: Contract compliance will be monitored by the Planning and Construction Department.

Resource Personnel: Terry Bell, Director of Planning and Construction
Richard E. Skalski, Sr. Project Manager

Attachments: Professional Services Contract
Fee Schedule

Professional Services Contract

Consultant Name or Name of Company:

Thompson Surveying Company

Term: This contract is effective as of January 7, 2008 and shall continue in effect until May 1, 2008. (Article I)

Purpose: SBISD agrees to retain consultant and consultant agrees to provide services to SBISD, i.e.: Boundary, Topographic, and Tree surveys of approximately 19 Acres

at Hammerly Blvd. and Beltway 8, in KM 449-R and subsequent filing of a subdivision plat of said property located in Houston, Houston County, Texas: TSC Job #: 071207PR.SBL.WPD. (Article III)

Compensation: SBISD agrees to pay Consultant an estimated amount not to exceed \$ 40,575.00 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article VIII)

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the SBISD Professional Services Contract.

Consultant Name: L.A. Thompson, R.P.L.S., Owner

Signature: Date: 01/07/2008

Address: P.O. Box 801405 City, State, Zip Code: Houston, TX 77280

Social Security #

Telephone # 713-895-7348 Fax# 713-895-8528

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Terry Bell

Signature: Date: 01/07/2008

Telephone # 713-365-5751 Fax# 713-973-8351

*Contracts over \$10,000 warrant Director of Purchasing signature, prior to execution and authorizing services:



Thompson Surveying Company

P.O. Box 801405
Houston, TX 77280

(713) 895-7348
Fax (713) 895-8528

December 20, 2007

Richard Skalski,
Spring Branch Independent School District
1066 Gessner
Houston, Texas 77055

RE: Boundary, Topographic, and Tree surveys of approximately 19 Acres at Hammerly Blvd. and Beltway 8, in KM 449-R and subsequent filing of a subdivision plat of said property located in Houston, Harris County, Texas: TSC Job #:
071207PR.SBI.WPD

Dear Mr. Skalski:

Thanks for the opportunity to submit this **REVISED** proposal. Submitted herewith is our proposal to perform the following surveying services pertaining to the subject property captioned above. Please understand that, per Texas Government Code, Chapter 2254 "Professional and Consulting Services", this is not a competitive bid, which would be unlawful. It is understood that Spring Branch Independent School District has decided to utilize the "Professional Services" provided by Thompson Surveying Company and S.B.I.S.D. will not to use this information for soliciting competitive bids.

SCOPE OF SERVICE:

1. Provide a Texas Society of Professional Surveyors (TSPS) Category 1B, Condition II, Standard Land Survey of a tract of land being approximately 19 Acres at Hammerly Blvd. and Beltway 8, located in Key Map 449-R, and being out of the J. M. Swisher Survey, Abstract 1279, Houston, Harris County, Texas. This survey will be the background for all subsequent survey work at the site.
2. Provide a TSPS Category 6, Condition II, Topographic Survey of the easterly 19 acres of the tract of land as described in 1. above. The topographic survey will include the following:
 - a. Spot elevations at 50 foot spacing with overlap into adjoining properties.
 - b. Report positions with elevations of any drainage or high and low points for assistance in contouring and modeling the surface, including Hammerly Blvd.
 - c. Topographic information will also be gathered for the esplanades in Hammerly Blvd.
 - d. Locate utilities serving the property (Water, Sanitary, Storm, Electrical, Telephone, etc.)

3. Provide a Tree Survey of the easterly 19 acres of the tract of land as described in 1. above. The tree survey will locate all trees with 10 inch diameter at breast height in the subject site. Tree Survey will provide a table of trees with number on a separate survey drawing for use by the district detailing tree location, type and diameter breast height.

4. Subdivision Plat Submittal for recording of the Spring Branch I.S.D. Westwood Intermediate Tract. Platting of property as required by the City of Houston & Harris County, Texas:
 - a. A minimum of four conferences with the city planning and development commission.
 - b. Completion of applications & representation at planning commission meetings.
 - c. Provide city/county with the following documentation: Title Commitment, Tax certificates (City, county, school district, drainage district), County Health Department Letter, County Tax Assessor/Collector Letter, Harris County Flood Control District Watershed Coordinator, and miscellaneous documentation as required.
 - d. Payment of Platting and associated fees.
Governmental Fees are the responsibility of the client and not a part of the Consultants Platting Fee quoted below. Governmental fees will be billed to the client at cost plus fifteen percent (15%). Please see "Estimated Governmental Fees" for a reasonable estimate of the associated costs.
Fees based on Class 3 submittal
Governmental Fees includes: City Preliminary and Final Base Fees, Lot Fees, Reserve Fees & Recording Fee, City Planning Letter Fees from Texas American Title Company, County Recording Fees, Tax Certificate Fees

5. Deliverables will include AutoCAD 2004 format drawing file in digital form, eight (8) signed and sealed drawings w/descriptions and one mylar reproducible of the plat.

6. Please note: The City of Houston/Harris County may require drainage plans, or other material to be furnished by the S.B.I.S.D. Engineer or consultant that is not within the scope of this proposal. We work closely in joint venture arrangements with McDonough Engineering, Inc., 5625 Schumacher, Houston, TX 77057 (713-975-9990) and can provide them for your consideration in this project.

LUMP SUM FEES (Please See "Terms and Conditions" prior to signature)

1.	Boundary Survey of 19 acres required for COH Platting	\$ 11,000.00 *
2.	Topographic Survey	\$ 7,900.00
3.	Tree Survey	\$ 5,280.00
4.	Consultants Fee for Subdivision Plat Preparation	\$ 9,220.00 *
5.	Governmental Fees (estimated)	\$ 7,175.00 *

* indicates fee NOT including taxes (client to provide non-taxable certificate)

We propose to perform the surveying services detailed above for the compensation paid in full upon completion of **\$40,575.00 (forty-thousand-five-hundred-seventy-five-dollars)**. This fee is for the scope of services detailed above. Any additional services will be charged per our Standard Schedule of Fees (attached). It is expected that the Client's Engineering Company will provide all necessary engineering assistance to complete the platting process as is required by the Harris County Flood Control District, Harris County Engineering and the City of Houston Planning and Development Commission, at no expense to the surveyor.

SCHEDULE

Platting usually requires 60 to 90 days to complete in Houston, Harris County, Texas. The preliminary plat will be submitted on January 14, 2008, provided we receive this signed proposal prior to January 3, 2008. Planning Commission meets 10 days after the plat submittal deadline for tentative approval of subdivision plats. The potential submittal dates are as follows: January 14, 2008, January 28, 2008, February 11, 2008. For a complete scenario of schedule and process milestones see the attached document "The Platting Process and Status Steps".

All surveying services are under the jurisdiction of the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753 (512-239-5263). Any complaints about surveying services should be sent to the above address to the attention of the Complaints officer of the Board.

TERMS AND CONDITIONS:

Our Standard Terms and Conditions are provided as follows;

1. All fees for proposals submitted as a "**not to exceed**" or "**lump sum**" are due, payable and expected in exchange for deliverables. All sums are due and payable in Houston, Harris County, Texas at 10034 Clay Road, Houston, Harris County, Texas 77080.
2. All hourly work is billed twice monthly (first and sixteenth).
3. All proposals submitted as an "**estimated fee**" or "**On Call Services**" are billed net 15 (fifteen) days for this contract only, and subject to late fees. (See fee schedule).
4. No work will be performed for any client that has an outstanding invoice more than 30 days old.
7. **ABSOLUTELY NO WORK WILL BE SCHEDULED WITHOUT THIS SIGNED PROPOSAL.**
8. **WE WILL FILE A LIEN ON THE 80TH DAY AFTER INVOICE PRESENTATION FOR PAYMENT, IF INVOICES ARE NOT PAID. THE CLIENT WILL BE RESPONSIBLE FOR ANY FEES ASSOCIATED WITH RECOVERING FULL PAYMENT.**

Invoicing for this project will be as follows:

- | | | |
|----|---|----------------|
| 1. | Boundary Survey of 19 acres required for COH Platting | \$ 11,000.00 * |
| 2. | Topographic Survey | \$ 7,900.00 |
| 3. | Tree Survey | \$ 5,280.00 |
| 4. | Consultants Fee for Subdivision Plat Preparation | \$ 9,220.00 * |
| 5. | Governmental Fees (estimated) | \$ 7,175.00 * |
- * indicates fee NOT including taxes (client to provide non-taxable certificate)

Items 1-3: Will be billed upon completion of each item respectively.

Items 4-5: Upon preliminary plat submittal one-half of each fee will be billed to the client.

Upon final plat submittal, for recordation, the remainder of each fee will be billed.

We appreciate the opportunity to submit our proposal and look forward to being of service. Your signature in the space provided below will act as our "Notice to Proceed" and signifies your acceptance to the terms and conditions herein specified.

Sincerely,

AGREED & ACCEPTED:

BY: _____
Signature (Party Responsible for Payment)

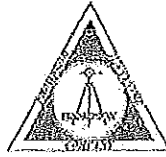
L.A. Thompson, R.P.L.S., Owner

PRINTED
NAME: _____

TITLE: _____

DATE: _____

TSC# 071207PR.SBI.WPD



Thompson Surveying Company

P.O. Box 801405
Houston, TX 77280

(713) 895-7348
Fax (713) 895-8528

STANDARD SCHEDULE OF FEES

Effective: January 01, 2007

Principal (Court Preparation & Expert Witness)	Retainer plus \$ 250.00/hr.
Principal (1 hr. min)	\$ 175.00/hr.
Staff R.P.L.S. (1 hr. min)	\$ 125.00/hr.
Survey Intern Technician (S.I.T. 2 year certification holder)	\$ 85.00/hr.
CAD Technician w/Workstation (1 hr. min)	\$ 70.00/hr.
Jr. CAD Technician w/Workstation (1 hr. min)	\$ 50.00/hr.
Office Assistant/Paralegal Research (1 hr. min)	\$ 40.00/hr.
2 Man Field Crew w/survey equipment (5 hr. min)	\$ 120.00/hr.
3 Man Field Crew w/survey equipment (5 hr. min)	\$ 135.00/hr.
4 Man Field Crew w/survey equipment (5 hr. min)	\$ 160.00/hr.
GPS Field Crew w/equipment (5 hr. min)	\$ 175.00/hr.
ATV equipment (1 day min.)	\$ 100.00/ea.
VEHICLE SURCHARGE	\$ 0.485/mile

EXPENSES: All out of pocket expenses are billed to the client including shipping, handling, reproduction, materials, and all per diem charges, at cost plus 15%.

NOTE: All invoices are subject to State and Local sales tax. Payment terms will be listed on the proposal. We will file a lien on the 80TH Day after Invoice presentation for payment, when invoices are not paid per terms. The client will be responsible for all fees associated with recovering full payment. Minimum charges will be assessed at one hour for individual staff members and five hours for Field Crews. Principal telephone consultations will be billed at the minimum of 0.5 hours per call as additional services after survey delivery.

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
January 21, 2008

Title: Architectural Services

Administration recommendation: It is recommended that the Board approve contracts with PBK & SHW for the Design and Construction administration of the Hollibrook, Westwood, and the temporary Transitional elementary schools. This selection would also include the contracts for the renovation of Sherwood, Nottingham, Cedar Brook, Buffalo Creek and Treasure Forest elementary schools.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$25,000.00.

Plan addressed: These selections will allow Planning and Construction to begin the design of these facilities with these Consultants so that the deficiencies noted in the 2007 Bond referendum may be addressed.

Background: The Bond Committee studied the needs of the district. They made recommendations that were reviewed by the Board of Trustees and taken to the SBISD voters and approved.

Impact of this action: These renovations and replacements will provide a safer environment for the students and staff of SBISD to learn and work.

Budget information: These funds will be disbursed from 2007 Bond referendum, from each of the individual project budgets.

Planning & Construction is currently negotiating contract fees, etc.

Monitoring/reporting timeline: These services will begin as soon as approved

Resource personnel: Staff of the Planning and Construction Department

Attachments: Contract to be provided under separate cover.

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
January 21, 2008

Title: Renewal of Teacher Screening Service

Administration
Recommendation: It is recommended the Board approve a contract renewal to the Gallup Organization for this project.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contracts and project awards greater than \$25,000.00.

The vendor conforms to Texas Education Code, Sub Chapter B of Section 44.031 as a Sole Source Supplier.

Plan Addressed: To increase the efficiency of Human Resources by continuing the use of a research-based electronic teacher screening instrument to provide fast, efficient and effective talent assessment.

Background: Gallup is a renewable yearly contract, with the option to terminate with a two weeks notice.

Expenditure History

2005/2006	\$30,373.00
2006/2007	\$30,373.00

Gallup selection systems are maintained in-house, insuring the highest level of security and confidence in the evaluation process.

Regular reporting of identified trends and evaluation of the efficiency and effectiveness of the Teacher Insight System are prepared and delivered to districts reporting on the overall Gallup database and data specific to SBISD.

Gallup's Teacher Insight system includes standards for validity, predictability and fairness from a proprietary sampling of teachers from a variety of teaching environments.

Gallup will provide full cooperation and availability of staff and research methods and research expertise to pursue any and all possibilities for increasing the effectiveness of Teacher Insight to the specific requirements of teacher selection to SBISD.

Impact of this Action: This screening device replaces hundreds of hours of applicant screening at the district level and allow principals access to information about applicants quickly. The questions on the web-based screening instrument developed by Gallup are based on a thirty-year study of teachers noted to be the best by principals and students. During the application process, applicants are forwarded to Gallup's Teacher Insight web site to complete the online assessment. Gallup analyzes the information and sends a report to the district. The report includes a score that is predictive of an applicant's potential for teaching success based on the applicant's talent. Human Resources and principals can view the results and select high-potential applicants to interview.

In light of staff reductions, this web-based teacher screening tool is used to help Human Resources and principals quickly identify the most promising from a large number of applicants using an assessment that provides depth, ease and speed. As a result, Human Resources and principals spend more time pursuing top-notch candidates.

Budget Information: These funds will be disbursed from the ESEA Title II funds provided for this contract. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The estimated annual expenditure for this contract is \$34,929.

Budget Code: 255.13.6219.HU.965.8.24.0.00 (ESEA Title II)	07/08 <u>Balance</u> \$42,800
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Monitoring and Reporting Timeline: Data provided by service analyzed monthly.

Resource Personnel: Marianne Cribbin, Executive Director for Human Resources

Attachments: Statement of Work
Sole Source Letter

STATEMENT OF WORK

This Statement of Work adds to, modifies, or otherwise amends that certain Master Consulting Services Agreement between Client and Gallup, dated January 7, 2004, with regard to the following Services set forth below to be provided for the following Project(s) **TeacherInsight,**

Gallup Project #150139

1. The following constitutes the Services or deliverables under this Statement of Work ("Additional Services"): TeacherInsight for Spring Branch Independent School District.
2. The Gallup Organization ("Gallup") agrees to provide and maintain all hardware, software, programming and research for a web-based TeacherInsight interview to be used by Client during the term of this Agreement.
3. It will be the responsibility of Client to select and notify candidates that will go through the designated web-site and respond to TeacherInsight assessment.
4. Gallup will analyze the national interview data at least once each interview year for fairness issues and report the results to the client.
5. Gallup may include, at Gallup's discretion, items to be analyzed for research purposes within the TeacherInsight assessment. These research items may be changed at Gallup's discretion.
6. The TeacherInsight data are the property of Gallup and may be used by Client during the term of this Agreement. Client may not share this data with anyone outside of Client's Schools.
7. Client agrees to transmit to Gallup principal and student ratings on 10% of all new TeacherInsight hires on an annual basis for research purposes in a mutually agreed upon time frame. Gallup shall provide a form indicating the information that Gallup shall require to be submitted by Client.
8. The results of these interviews will be reported via the web in a confidentially held site. The result of the TeacherInsight interview is a percentile score per applicant. A Gallup reference score will be provided to Client.
9. Gallup's TeacherInsight assessment should not be used alone by Client in making hiring decisions and should be used in conjunction with other selection criteria already in use by Client.
10. Contract will be reviewed for annual renewal approximately three months prior to termination.
11. Client agrees to pay Gallup the following for outlined services:
 - Consulting through implementation and with the Annual Report; hardware and software maintenance; technical support for district personnel and candidates
 - Teacher Insight Automated Interview -- unlimited use for contract term
 - TeacherInsight Impact I Seminar Session(s) as needed
 - FIT Interview
 - Gallup Online results reporting or electronic transfer of data. Support for one-time integration of results using Gallup's protocol
 - Annual report of candidate pool characteristics
 - Online applicant sorting ability
 - Ongoing research and interview fairness testing

TOTAL \$34,929

***TeacherInsight seminar details:**

- Dates of TeacherInsight Impact I Seminar: TBA
- Location of Seminar: TBA
- All seminar materials are included in the service fee.
- Gallup will bill Client for airfare, lodging, meals, transportation (including rental car fees, parking, tolls and gas mileage reimbursement), incidental expenses for one presenter(s) to conduct the seminar according to consultant guidelines. In addition, freight charges for seminar materials will be billed to Client.

If the Client cancels this project with less than two (2) weeks notice, Gallup will be entitled to a cancellation charge equal to 25% of the total service fee and Gallup's costs in connection with its services incurred to the date of such cancellation, including travel reservations. If the project is rescheduled with new dates following execution of the agreement, Gallup shall be entitled to a fee equal to 10% of the service fee and Gallup's costs in connection with its services incurred to the date of such postponement, including travel reservations.

12. The Service Fee may be billed by Gallup upon acceptance of this Statement of Work.

13. Term of this agreement is February 26, 2008 through February 25, 2009.

14. Except as specifically amended by this Statement of Work, all the terms and conditions of the Master Consulting Services Agreement shall remain in full force and effect. This Statement of Work shall be effective upon complete execution and receipt by Gallup's Contracting Officer. Gallup shall have no obligation to initiate work on the Additional Services, nor shall it be responsible for any project timelines for the Additional Services, until this Statement of Work becomes effective.

If the foregoing terms and conditions meet with your understanding and approval, please indicate Client's acceptance and agreement by signing this statement and faxing copy to Judy Bailey at 402-484-4250.

THE GALLUP ORGANIZATION

BY: _____

PRINT NAME: Rosanne Liesveld

TITLE: Managing Partner

DATE: _____

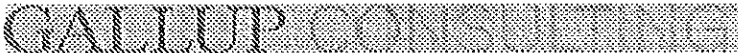
SPRING BRANCH INDEPENDENT SCHOOL DIST

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



December 13, 2007

TO: Spring Branch ISD
FROM: Jo Ann Miller
RE: Sole Source Letter

This letter is in response to your request for documentation on our "sole source" status. A description follows.

Concerning the book published by Gallup Press titled *How Full Is Your Bucket? — The Educator's Edition*, Gallup is the sole distributor of this book. It is not available through any other distributor or book company. Gallup passes on the savings to its clients in the form of large discounts and free shipping.

Concerning the TeacherInsight and PrincipalInsight, both are copyrighted online assessments coming from Gallup's proprietary research. The Gallup Organization reserves all rights to questions and coding responses. All materials, questions, or items are proprietary and copyrighted protected by The Gallup Organization. The Gallup Organization does not license or transfer TeacherInsight or PrincipalInsight or the copyright and trademark rights related to TeacherInsight and PrincipalInsight to any third-party franchisees or organizations.

Characteristics exclusive to Gallup and the TeacherInsight and PrincipalInsight system include:

1. Gallup's proprietary methods and standards for validity, predictivity, and fairness from a proprietary sampling of teachers from a variety of teaching environments.
2. Technical Expertise — Gallup is the industry leader in proprietary online selection assessment systems. The system is available 24 hours a day, 7 days a week. Personal help-line support is available through e-mail and 800-telephone service, during business hours, Monday-Friday. All Gallup selection systems are maintained in-house, ensuring the highest level of security and confidence in the evaluation process.
3. Regular reporting of identified trends and evaluation of the efficiency and effectiveness of the TeacherInsight system are prepared and delivered to districts reporting on the overall Gallup database and data specific Spring Branch Independent School District. Reports based on the TeacherInsight global database is proprietary and available only to districts contracted with Gallup to participate in TeacherInsight.
4. Research partnership with Spring Branch Independent School District — Gallup will provide full cooperation and availability of our staff and research methods, and research expertise to pursue any and all possibilities for increasing the effectiveness of TeacherInsight to the specific requirements of teacher selection in your district.

Please contact me with any questions/clarifications.

1001 Gallup Drive, Omaha, Nebraska 68102, USA
316.782.2000 • 800.408.3422
www.gallup.com

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
January 21, 2008

Title: Contract for Band Instruments for the District

Administration recommendation: It is recommended that the Board of Trustees approve a contract to Holze Music Company through Region IV Texas Cooperative Purchasing Network (TCPN) for musical instruments.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$25,000.00.

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

Plan addressed: To meet the needs and support the Band Programs of the District by providing Middle and High School bands new and replacement musical instruments.

Background: This purchase is in accordance with the band programs providing replacement and supplemental instruments per a replacement schedule.

Impact of this action: This acquisition is anticipated to provide resources to our student population, which spans various levels of student training, learning, and skills, and supports student achievement in meeting the requirements for various musical programs.

Budget information: These funds will be disbursed from the General Fund-musical instrument 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 annual expenditure for this contract is \$63,000.00 to be allocated as follows.

Budget Code:	<u>07/08 Balance</u>
199.11.6396.XX.XXX.8.17.0.52	\$63,458.00
(Gen. Fund/ Band Instruments/Supplies)	

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

Resource personnel: Jennifer Blaine, Ed., D., Associate Superintendent for Curriculum and Instruction
Rusty Hess, Director of Fine Arts

Attachment: None

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
January 21, 2008

- Title: Contract for Heating, Ventilation and Air Conditioning (HVAC) Spare Parts
- Administration recommendation: It is recommended that the Board of Trustees approve contracts to Carrier South Texas, Hunton Trane and York International Corp. for the purchase of HVAC systems and spare parts.
- Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$25,000.00.
- The Spring Branch Independent School District Board of Trustees approved by resolution, the District's participation in the:
- Region VIII ESC sponsored Texas Interlocal Purchasing System (TIPS) for Carrier South Texas
 - Region IV Texas Cooperative Purchasing Network (TCPN) for Hunton Trane
 - Texas Multiple Award Schedule (TXMAS) Cooperative Purchasing Programs for York International.
- Plan addressed: To provide OEM spare parts, i.e. compressors, motors, valves, blower wheels, timers, circuit boards, etc., for Maintenance Operations personnel to repair existing HVAC systems with products that will maintain the system integrity, system compatibility, warranties and operational efficiency of District assets. To provide safe, clean, well-maintained and comfortable facilities for students, staff and patrons.
- Background: Carrier South Texas, Hunton Trane and York International are manufacturers for direct purchase of the products required by SBISD. Captive replacement spare parts are needed for immediate delivery from these manufacturers.
- Impact of this action: Suppliers will have available components necessary for the maintenance of buildings and associated equipment.

Budget Information: These funds will be disbursed from the General Fund/Contracted Maintenance Department and Supplies budgets provided for this purpose. This is a multi-year contract that will cover portions of the 07/08 and 08/09 fiscal years. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The estimated annual expenditures for these contracts are \$225,000.00, to be allocated by accounts as follows:*

Budget Codes:

199.51.6247.42. 971.X.99.0.71
(General Fund/Contracted/Maintenance)

199.51.6316.42.971. X.99.0.71
(General Fund/Supplies/Maintenance)

	<u>07/08 Balance</u>
199.51.6247.42.971.X.99.0.71	\$88,563.00
199.51.6316.42.971.X.99.0.71	\$ 8,274.00

* Expenditures will cross over into 2008-2009 budget year.

Monitoring and reporting timeline: These contracts will be reviewed annually.

Resource personnel: Vinod Bahi, Director of Maintenance
Arnold Olivarez, HVAC Supervisor

Attachment: None

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
January 21, 2008

Title: Contract for Boiler Replacement, Repair and Services

Administration recommendation: It is recommended that the Board of Trustees approve contracts to Various Vendors.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contracts greater than \$25,000.00.

Plan addressed: With this approval the Maintenance Department will solicit quotations from various Boiler professional services/equipment suppliers.

Background: Due to the history and aged boilers within SBISD, immediate support, repairs and replacement is required to meet Health Department mandates. Non-approval of this item will handicap the Maintenance Department in meeting the needs of the campuses. Boiler failure results in no hot water for schools, i.e. showers, kitchens, dishwashing services and cooking, etc.

This contract will allow the Maintenance Department to secure services at competitive prices.

Impact of this action: To support the District's continuing efforts to provide quality functional comfort and domestic boilers in a manner that will reduce equipment and lost service to district facilities.

Budget information: These funds will be disbursed from the General Fund, contracted services budget provided for this contract. Individual requisitions are not approved by the Purchasing Department without sufficient funds being available in the individual departmental/campus budgets. The estimated annual expenditure for this contract is \$100,000.00 to be allocated by account as follows:

Budget Code:

199.51.6247.45.971.8.99.0.71
(General Fund/contracted services-Plumbing Maint/Repair)

Monitoring and reporting timeline: Vendor services under this contract will be monitored for performance and installation of boilers by Maintenance personnel.

Resource personnel: Vinod Bahl, Director of Maintenance

Attachments: None