

*Board of Education  
Regular Meeting  
April 9, 2019*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

---

Notice is hereby given that on April 9, 2019 the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES** - North Hi Mount Elementary School
3. **RECOGNITIONS**
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. Volunteer Recognition - Springdale Elementary School
4. **REPORTS/PRESENTATIONS**
  - A. 2017 Capital Improvement Program Board Update
5. **PUBLIC COMMENT**
6. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
7. **DISCUSSION OF AGENDA ITEMS**
8. **CONSENT AGENDA ITEMS**

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

  - A. Board of Education Meeting Minutes
    1. February 26, 2019 - Regular Meeting 5
    2. March 19, 2019 - Regular Meeting 14

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approval of Micro-Credential Local Certification	21
2. Approve Purchase of Projectors for Classroom Interactive Whiteboard Maintenance	24
3. Approve Modernization of Elevator at Rosemont Middle School	29
4. Approve Renewal of Microsoft Enrollment for Education Solutions Program	32
5. Approve the Purchase for the HVAC Project at J. Martin Jacquet Middle School	39
6. Approval to Purchase Career Tree System for CTE Programs	68
C. Approve the Proposed Board of Education Meeting Dates for the 2019-2020 School Year	76
D. Approve Naming the Softball Field at Diamond Hill-Jarvis High School After Coach Elaine West	79
E. Approve Memorandum of Understanding Between the Health and Human Services Commission and Fort Worth Independent School District	81
F. Approval of Budget Amendment for the Period Ended March 31, 2019	93
G. Amend the Previously Approved Board Item for a Budget Amendment and Authorization to Purchase Furniture, Fixtures and Equipment (FF&E) During 2019 in the 2013 Capital Improvement Program	99
H. Approve Authorization to Enter into a Contract with a General Contractor for Polytechnic High School Athletic Renovation Job # 009-011 (CSP #19-037) in Conjunction with the 2017 Capital Improvement Program	102
I. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Dunbar High School Renovations Job #005-212 (RFQ #19-095) in Conjunction with the 2017 Capital Improvement Program	105
J. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for North Side High School Renovations Job #008-203 (RFQ #19-098) in Conjunction with the 2017 Capital Improvement Program	109
K. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Eastern Hills High School Addition/Renovations Job # 006-202 (RFQ #19-102) in Conjunction with the 2017 Capital Improvement Program	113
L. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Southwest High School Renovations Job #014-212 (RFQ #19-105) in Conjunction with the 2017 Capital Improvement Program	117

**9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION**

**10. EXECUTIVE SESSION**

The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
  - 1. Assistant Superintendent of Special Populations
  - 2. Executive Director, School and External Partnerships
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

**11. RECONVENE IN REGULAR SESSION - BOARD ROOM**

**12. ACCEPT CONSENT AGENDA**

**13. ACTION ITEMS**

- A. Item/Items Removed from Consent Agenda
- B. Personnel

**14. ACTION AGENDA ITEMS**

- A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Take Action to Approve the Proposed Nonrenewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code
- E. Approve Second Reading-Revision to Board Policies CJA(LOCAL), FFAA(LOCAL) and GKE(LOCAL) 121
- F. Approve the Budget Amendment Transferring Funds to School Construction Projects from Escalation for the 2017 Capital Improvement Program 130
- G. Consider the Level III Grievance of Brandi Pace (convene in closed session, if necessary)
  - 1. 10 Minutes - Presentation by Employee and/or Representative
  - 2. 10 Minutes - Presentation by District Representative
  - 3. 10 Minutes - Questions from Board Members
  - 4. 15 Minutes - Board Deliberations (in closed session)
  - 5. Render Decision, if any, on the Level III Grievance (in open session)

**15. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS**

**16. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: BOARD OF EDUCATION MEETING MINUTES**

**BACKGROUND:**

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Board Of Education Meeting Minutes
2. Decline to Approve the Board Of Education Meeting Minutes
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Board Of Education Meeting Minutes

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

None

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board of Education

**RATIONALE:**

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

**INFORMATION SOURCE:**

Karen Molinar

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on February 26, 2019.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on February 21, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084



All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on February 21, 2019 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING FEBRUARY 26, 2019

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on February 21, 2019 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on February 21, 2019.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

---

#### 1. 5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM

President Jackson called the meeting to order at 5:30 p.m.

The following Board Members were present:

Tobi Jackson  
Anael Luebanos  
Christene Moss  
Judy Needham  
Ashley Paz  
Jacinto Ramos  
Norman Robbins  
T.A. Sims  
Ann Sutherland

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Sherry Breed, Chief of Equity & Excellence  
Vicki Burris, Chief of Capital Projects/Capital Improvement Program  
Art Cavazos, Chief of District Operations  
Karen Molinar, Chief of Staff, Policy and Planning  
Jerry Moore, Assistant Superintendent, Policy and Planning  
Cynthia Rincon, Chief of Human Capital Management  
Raul Pena, Chief of Elementary Schools  
Elsie Schiro, Chief of Business & Finance

Cherie Washington, Chief of Secondary Schools  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES - Lowery Road Elementary School

Assistant Principal, Amelia Wilson, introduced students and recognized parents and staff who were present.

3. RECOGNITIONS

A. Recognition of Students Performing and Greeting Prior to the Meeting

Greeters were the Army JROTC unit from O. D. Wyatt High School.

B. Maurice Spruell - Dunbar Class of '57

Mr. Spruell was presented with a plaque by Mrs. Christene Moss.

4. LONE STAR GOVERNANCE

A. Student Support Services Update

Sherry Breed, Cherie Washington, Raul Pena, and Michael Steinert gave an update.

(Dr. Sims arrived at 5:45 p.m.)

5. PUBLIC COMMENT

Speakers: Julie Jackson Harper Jackson Britavia Lewis Janie Ginn

(Dr. Sutherland left the meeting following Public Comment.)

6. RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

The meeting was recessed at 6:42 p.m. and reconvened in the Board Conference Room at 6:50 p.m.

7. DISCUSSION OF AGENDA ITEMS

There was no discussion.

8. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

- A. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
  - 1. Approve Purchase of Firewall Software, Hardware and Services
  - 2. Approve the Purchase of a Modular Building for the Family Action Center-Southeast
  - 3. Approve Broadcast Advertisement Campaign for Pre-Kindergarten and Kindergarten
- B. Approve the Interlocal Agreement Between Fort Worth ISD and Region 10 Multi-Region Purchasing Cooperative for the Participation in the National School Lunch Program for 2019-2020
- C. Approve Technical Assistance for TEA Community Partnership Implementation Grant
- D. Approve Appointments to the School Health Advisory Council
- E. Approve Appraisers for the T-TESS Appraisal System Hired After September 24, 2018
- F. Approval of Low Attendance Waivers for Washington Heights Elementary School, McLean 6th Grade, and South Hills High School
- G. Authorization to Negotiate and Award a Contract for External Financial Audit Services
- H. Approve the Quarterly Investment Report for the Period: October 1, 2018 - December 31, 2018
- I. Approve Ratification of the Closeout of the Contract with RJM Contractors, Inc. for Charles Nash Elementary and Versia Williams Elementary Bid Package 013 (RFCSP #18-010) and Authorization of Final Payment in the 2013 Capital Improvement Program
- J. Closeout of the CMAR Contract with Con-Real Turner for I. M. Terrell Academy for STEM and VPA Bid Package 043, GMP I (RFCSP #16-007) and Authorization of Final Payment in the 2013 Capital Improvement Program
- K. Approve Budget Increase for Polytechnic High School Bid Package 066A (RFP 17-066) in the 2013 Capital Improvement Program

- L. Approve Budget Amendment and Authorization to Purchase Furniture, Fixtures and Equipment (FF&E) During 2019 in the 2013 Capital Improvement Program
- M. Approve Budget Amendment Transferring Funds to Program Contingency for the 2013 Capital Improvement Program
- N. Approve Ratification of Budget Amendment and Authorization to Purchase Furniture, Fixtures and Equipment (FF&E) During 2018 in the 2013 Capital Improvement Program
- O. Approve Authorization to Enter into a Contract with a General Contractor for Benbrook Middle/High School Athletic Addition (CSP #19-033) Job #071-023 in Conjunction with the 2017 Capital Improvement Program
- P. Approve Authorization to Enter into a Contract with a General Contractor for Southwest High School Athletic Addition (CSP #19-040) Job #014-001 in Conjunction with the 2017 Capital Improvement Program
- Q. Approval of the Purchase of Procore Construction Management Software for the 2017 Capital Improvement Program
- R. Approval of Minutes of the November 26, 2018 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program

9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

The meeting recessed at 6:54 p.m.

(Mrs. Moss left the meeting at 6:55 p.m.)

10. EXECUTIVE SESSION

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:29 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Judy Needham, seconded by T.A. Sims, to approve CONSENT AGENDA.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were removed.

B. Personnel

14. ACTION AGENDA ITEMS

No action was taken on items A., B., or C.

A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

B. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

C. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

D. Approve Performance Contract with Texas Wesleyan University to Operate and Manage Select FWISD Campuses

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve Performance Contract with Texas Wesleyan University to Operate and Manage Select FWISD Campuses.

The motion was unanimously approved.

E. Approve Resolution and Order Adopting Polling Locations and Revised Order of Election

Motion was made by Judy Needham, seconded by Ashley Paz, to approve Resolution and Order Adopting Polling Locations and Revised Order of Election.

The motion was unanimously approved.

F. Approve the Traditional Calendar for the 2019-2020 School Year

Motion was made by Judy Needham, seconded by Anael Luebanos, to approve the Traditional Calendar for the 2019-2020 School Year.

The motion was unanimously approved.

15. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

Norman Robbins  
Judy Needham

16. ADJOURN

The meeting was adjourned at 7:35 p.m.

/s/ Faye Daniels  
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on March 19, 2019.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on March 7, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on March 7, 2019 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING MARCH 19, 2019

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on March 7, 2019 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on March 7, 2019.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

---

#### 1. 5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM

President Jackson called the meeting to order at 5:30 p.m.

The following Board Members were present:

Tobi Jackson  
Anael Luebanos  
Christene Moss  
Judy Needham  
Ashley Paz  
Jacinto Ramos  
Norman Robbins  
T.A. Sims  
Ann Sutherland

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Sherry Breed, Chief of Equity & Excellence  
Vicki Burris, Chief of Capital Projects/Capital Improvement Program  
Charles Carroll, Chief Academic Officer  
Art Cavazos, Chief of District Operations  
Karen Molinar, Chief of Elementary Schools  
Jerry Moore, Assistant Superintendent, Policy & Planning  
Cynthia Rincon, Chief of Human Capital Management  
Elsie Schiro, Chief of Business & Finance



Cherie Washington, Chief of Secondary Schools  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES - Versia L. Williams Elementary School

Principal Angela Wright introduced students and recognized parents and staff that were present.

3. RECOGNITIONS

A. Recognition of Students Performing and Greeting Prior to the Meeting

Greeters were from the Army JROTC unit at Eastern Hills High School.

Before the meeting, the Paschal Panther Corps performed several songs. This group was selected to perform at the 2019 Texas Music Educators Association Conference, on February 14th, in San Antonio.

B. Parent Recognition at Sunrise-McMillan Elementary

There was a brief recess called following recognitions.

Mrs. Sloan-Nevels, parent volunteer and PTO President, was recognized and presented with a Certificate of Appreciation for family engagement.

4. REPORTS/PRESENTATIONS

A. Instructional Planning and Development Update

Dr. Scribner gave this presentation and provided information on the following topics:

Long-Range Facilities Master Plan

Facilities Master Plan Guiding Principles

Charter Impact (2019-2020)

Facility Master Plan Phase 2

Feeder Pattern Alignment

5th to 6th Grade Cohort

District Portfolio

Advanced College and Career Pathways

10 Gold Seal Disciplines

Efficient Facility Usage

Comprehensive Approach

5. PUBLIC COMMENT

Speakers:  
Cleveland Harris  
Norman Quigley

6. RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

The meeting was recessed at 6:23 p.m. and reconvened in the Board Conference Room at 6:28 p.m.

7. DISCUSSION OF AGENDA ITEMS

Dr. Sutherland requested Item 8.J. be pulled for a separate vote.

8. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

A. Board of Education Meeting Minutes

1. February 12, 2019 - Regular Meeting

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More

1. Approve Purchase of Outdoor Playground Equipment
2. Approve Purchase of Technology Equipment and Services for Teacher Laptop Life Cycle Management
3. Approve Refurbishment of the Chiller Cooling Tower at O.D. Wyatt High School
4. Approve Replacement of Chiller at I.M. Terrell Academy for STEM & VPA
5. Approve Civil Engineering Services for On-Site Improvements to the Bus Lot at the West Transportation Facility
6. Approve Additional Design Services for the Innovation Center at 1050 Bridgewood Drive

C. Release of Remaining Rainwater Charitable Foundation Funds for Five Leadership Academies to Complete Fort Worth After School Programming for the 2018-2019 School Year

- D. Approve the Easement and City Fees for the Relocation of a Waterline at Clark Field
- E. Approve Interlocal Agreement with Tarrant County for Construction of New Parking Lot and Repaving of Existing Parking Lot at Farrington Field
- F. Approve the Memorandum of Understanding Between Fort Worth ISD P-TECH Early College High School and Tarrant County College South
- G. Approval of P-TECH Agreement with Oncor Electric Delivery Company LLC
- H. Approve First Reading-Revision to Board Policies CJA(LOCAL), FFAA(LOCAL) and GKE(LOCAL)
- I. Approve Authorization to Enter into a Contract with a General Contractor for Western Hills High School Athletic Renovation (CSP #19-038) in Conjunction with the 2017 Capital Improvement Program
- J. Approval of Budget Amendment for the Period Ended February 28, 2019
- K. Approve Contract Amendment for Operational Efficiency Study Services
- L. Approve the Minutes for the September 24, 2018, October 16, 2018, November 27, 2018, December 18, 2018, and the January 29, 2019 Racial Equity Committee Meetings

9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

The meeting was recessed at 6:35 p.m.

10. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
- C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:34 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by T.A. Sims, seconded by Christene Moss, to approve CONSENT AGENDA WITH THE EXCEPTION OF ITEM 8.J. APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED FEBRUARY 28, 2019.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

Motion was made by Ashley Paz, seconded by Christene Moss, to approve BUDGET AMENDMENT FOR THE PERIOD ENDED FEBRUARY 28, 2019

The motion was approved.

Yes: Tobi Jackson, Christene Moss, Judy Needham, Ashley Paz, Jacinto Ramos, and Norman Robbins.

No: Anael Luebanos, and Ann Sutherland.

T. A. Sims abstained from voting.

B. Personnel

14. ACTION AGENDA ITEMS

There was no action taken on items A., B., or C.

A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

B. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

C. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

15. ACTION AGENDA ITEMS

- A. Consider the Level III Grievance of Willette Powell (convene in closed session, if necessary)

The grievance was not held.

1. 10 Minutes - Presentation by Employee and/or Representative
  2. 10 Minutes - Presentation by District Representative
  3. 10 Minutes - Questions from Board Members
  4. 15 Minutes - Board Deliberations (in closed session)
  5. Render Decision, if any, on the Level III Grievance (in open session)
16. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS
17. ADJOURN

The meeting was adjourned at 7:36 p.m.

/s/ Faye Daniels  
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVAL OF MICRO-CREDENTIAL LOCAL CERTIFICATION**

**BACKGROUND:**

A micro-credential is a competency-based, local certification indicating demonstrated mastery in a specific skill. Customized micro-credentials address the local needs of the FWISD through teacher professional learning. Micro-credentials support but do not supplant the state certification exams and licensures.

Micro-credentials

- Focuses on a single competency.
- Requires the submission of evidence. Evidence can include things like a project or lesson plan, student work samples, audio or video results from the classroom, or classroom observation results.
- Includes a rubric or scoring guide.
- Job-embedded integration of learning into practice.

Administration is recommending the Board approve the micro-credential local certification as part of the pathway for the Bilingual and ESL teachers covered under the current Bilingual/ESL certification exception. The micro-credential supports the local certification process and the District's effort to build teacher capacity for culturally and linguistically responsive education.

**STRATEGIC GOAL:**

Develop a workforce that is student and customer-centered.

**ALTERNATIVES:**

1. Approve Micro-Credential Local Certification
2. Decline to Approve Micro-Credential Local Certification
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Micro-Credential Local Certification

**FUNDING SOURCE**

***Additional Details***

General Fund

199-13-6299 – BEA -999-25-370-000000

**COST:**

\$150,000

**VENDOR:**

Bloomboard

**PURCHASING MECHANISM**

**Bid/Proposal Statistics**

Bid Number: 16-026

Number of Bid/Proposals received: 5

HUB Firms: 3\*

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

**Interlocal Agreements**

These purchases are in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract #577-18 – Infiniti Contractors & Contract #552-17 - Trane. Supporting documentation is attached. The recommended vendors are listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Bilingual Teachers – District-wide

**RATIONALE:**

**INFORMATION SOURCE:**

Charles Carroll  
Lezley Lewis  
Xavier Vasquez



**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE PURCHASE OF PROJECTORS FOR CLASSROOM  
INTERACTIVE WHITEBOARD MAINTENANCE**

**BACKGROUND:**

Promethean interactive whiteboards are used in our classrooms and are an integral tool in delivering instruction. Projectors are a critical piece of the overall functionality of this instructional tool. 150 replacement projectors are needed to maintain and repair whiteboards that are currently inoperable.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of Projectors for Classroom Interactive Whiteboard Maintenance
2. Decline to Approve Purchase of Projectors for Classroom Interactive Whiteboard Maintenance
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Projectors for Classroom Interactive Whiteboard Maintenance

**FUNDING SOURCE**

*Additional Details*

TRE

198-11-6396-001-XXX-11-423-000000

**COST:**

\$96,750.00

**VENDOR:**

ProComputing

## **PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System (TIPS) Contract Number 171001. Supporting documentation is attached. The recommended vendor is listed above.

### ***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

## **PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

### **RATIONALE:**

Approval of this purchase will ensure that classroom interactive whiteboards are functioning for use in classroom instruction.

### **INFORMATION SOURCE:**

Art Cavazos  
Larry Sandoval  
Wyatt Sledge



# ProComputing

P.O. Box 2720  
Grapevine, TX 76099

**PROPOSAL:** 115435  
**DOC. TYPE:** SQ  
**DATE:** 03/01/2019  
**SHIP VIA:**

**REP:** FRANKS, JUSTIN

**SOLD TO:** FORT WORTH ISD  
ACCOUNTS PAYABLE  
100 N UNIVERSITY DR  
SUITE NW 140-E  
FORT WORTH, TX 76107-1300  
PH. (817) 871-2123

**SHIP TO:** FORT WORTH ISD  
100 N UNIVERSITY DR  
FORT WORTH, TX 76107-1300  
PH. (817) 871-2123

Account:	100396	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	

**Vivitek Short Throw Projector**

DW884ST	Vivitek ProAV Projector WXGA Resolution 3600 Lumens 0.521:1 Lens 5yr P&L/5yr Adv. Replace/1 yr. lamp	150	\$645.00	\$96,750.00
TIPS	TIPS Contract Number 171001	1	\$0.00	\$0.00

Sub-Total:	\$96,750.00
Tax:	\$0.00
<b>Total:</b>	<b>\$96,750.00</b>

**E-Mail all purchase orders to [sales@procomputing.com](mailto:sales@procomputing.com),  
send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

# The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"



## Vendor Profile

Print Date 4 March 2019

ProComputing Services

www.procomputing.com

[EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM >](mailto:TIPSPO@TIPS-USA.COM)  
[PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER >](#)  
[ATTACH PO AS A PDF - ONLY ONE PO \(WITH QUOTE\) PER ATTACHMENT](#)

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1160 Mustang Drive, Suite	NAME Meredith Barton
CITY	DFW Airport	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75261	EMAIL tips@tips-usa.com

HUB Yes

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE Yes

ProComputing Services provides Audio Visual and IT solutions including equipment, installation, service, staffing, Project coordination, Project management, and Professional Development specializing in K-12 institutions

### SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

### AWARDED CONTRACTS CFV (Call For Verification)

Contract	Comodity	Exp Date	EDGAR
170306	Technology Solutions, Products and Services	05/22/2020	CFV
161101	Interactive Presentation Systems	02/27/2020	CFV
171001	Audio Visual Equipment, Supplies and Services	12/18/2020	CFV
180306	Technology Solutions Products and Services (2)	05/31/2020	Yes

### CONTACTS BY CONTRACTS

Contract			
161101			
Cherri McKinstry	President	(214) 420-8352	cherri@procomputing.com
Michael McKinstry	Vice President	(214) 420-8350	mckinstry@procomputing.com

**Contract**

170306

Cherri McKinstry President (214) 420-8352 cherri@procomputing.com

Michael McKinstry Vice President (214) 420-8350 mckinstry@procomputing.com

171001

Cherri McKinstry President (214) 420-8352 cherri@procomputing.com

Michael McKinstry Vice President (214) 420-8350 mckinstry@procomputing.com

180306

Cherri McKinstry President (214) 420-8352 cherri@procomputing.com

Michael McKinstry Vice President (214) 420-8350 mckinstry@procomputing.com

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE MODERNIZATION OF ELEVATOR AT ROSEMONT MIDDLE SCHOOL**

**BACKGROUND:**

The elevator at Rosemont Middle School is approximately 40 years old and needs constant repairs. Equipment parts have become increasingly difficult to find, thus requiring the need for this elevator to be modernized. Critical parts of the elevator will be upgraded, including its ability to handle new technology for better performance.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Modernization of Elevator at Rosemont Middle School
2. Decline to Approve Modernization of Elevator at Rosemont Middle School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Modernization of Elevator at Rosemont Middle School

**FUNDING SOURCE**

*Additional Details*

TRE

198-51-6299-001-057-99-501-000000

**COST:**

\$58,875.00

**VENDOR:**

K & M Elevator, LLC

## **PURCHASING MECHANISM**

Bid/RFP/RFQ

### **Bid/Proposal Statistics**

Bid Number: 19-050-A

Number of Bid/Proposals received: 2

HUB Firms: 2

Compliant Bids: 2

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

### ***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Rosemont Middle School

### **RATIONALE:**

Modernizing the elevator will keep it operational.

### **INFORMATION SOURCE:**

Art Cavazos

Gil Griffin



# Estimate

## K & M Elevator, LLC

2229 E. Loop 820 N.  
Fort Worth, Texas 76118

Date 2/28/2019

Estimate No. 11003

Created By: fallon@kmelevator.com

Name / Address	Ship To Address
Fort Worth Independent School District ATTN: Accounts Payable 100 N. University Drive Suite NW 140-E Fort Worth, TX 76107	Fort Worth ISD - Rosemont Middle School 1501 West Seminary Drive Fort Worth, TX 76115

Description	Qty	Rate	Total
-------------	-----	------	-------

Thank you for considering K & M Elevator for this project. Below you will find a detailed scope of work that we are proposing to perform. K & M Elevator will provide skilled labor to furnish and install the material on this project. All material installed shall comply with A17.1 2007.

Modernization of (1) Hydraulic Elevator Specifications: Replace old control system with new 2007 code compliant open market control system. Remove old pump/power unit and install new submergible pump/power unit. Remove old car and hall fixtures and install new car and hall fixtures. Remove old door operator and install new door operator. Remove old travel cable and hatch wiring and install new travel cable and hatch wiring. Obtain Permit from State / Plan Reviews Perform Inspection with Licensed Inspector Freight / Shipping & Handling	1	58,875.00	58,875.00T
--	---	-----------	------------

Below are the Progressive Payment / Billing Terms:  
Down Payment: \$29,437.50 [Prior to ordering material.]  
Progressive Billing No. 1: \$14,718.75 [Due upon receipt of material.]  
Progressive Billing No. 2: \$14,718.75 [Final payment due upon completion of all work.]  
Note: The above breakdown does not include applicable sales tax.

<b>Subtotal</b>	\$58,875.00	<b>Sales Tax (0.0%)</b>	\$0.00	<b>Total</b>	<b>\$58,875.00</b>
-----------------	-------------	-------------------------	--------	--------------	--------------------

Thank you for considering K & M Elevator, LLC for your vertical transportation needs.  
Terms & Conditions: Pricing is valid for 90 days. + All work will be conducted during normal business hours unless specified in the above description. + Any and all work requested outside the above referenced scope of work will require an additional Estimate. + In the event any unforeseen items arise outside the control of K & M Elevator, we will contact you immediately to address any possible additional costs and all changes must be made in writing. + Late payment fees will be assessed on all aging invoices.

**Acceptance of Terms: Your signature below represents that you understand and agree to all terms and conditions as stated herein.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Mission Statement: Dedication in providing quality vertical transportation services, by investing in our team to exceed our customer's expectation.

Office 817-284-0032 Fax 817-284-0121 www.kmelevator.com



**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE RENEWAL OF MICROSOFT ENROLLMENT FOR  
EDUCATION SOLUTIONS PROGRAM**

**BACKGROUND:**

Renewal of this program will provide District (employees and students) licensing for the computer operating system and Microsoft Office Suite. It will also provide Office 365, the District's platform for email, and SharePoint. The renewal service period will be from April 2019 – April 2020.

The Enrollment for Education Solutions (EES) program provides a simplified way to acquire Microsoft software and services. EES provides benefits such as the ability to easily add additional products of any quantity, self-service tools for simplified asset management, and immediate access to benefits such as product upgrades through Microsoft Software Assurance. This program continuously provides a computing environment which is current with the business computing environment our students will experience as they enter the workforce.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Renewal of Microsoft Enrollment for Education Solutions Program
2. Decline to Approve Renewal of Microsoft Enrollment for Education Solutions Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of Microsoft Enrollment for Education Solutions Program

**FUNDING SOURCE**

*Additional Details*

General Fund

199-53-6399-814-999-99-423-000-000000

**COST:**

Not to exceed \$775,112.42

**VENDOR:**

CDW-G

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through Sourcewell (formerly National Joint Powers Alliance) Contract #100614#CDW. Supporting documentation is attached. The recommended vendor is listed above.

Sourcewell (NJPA) Contract Number 100614 #CDW

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

**RATIONALE:**

Approval of this item will provide the District (employees and students) licensing for the computer operating system and Microsoft Office Suite. It also provides Office 365, the District's platform for email and SharePoint.

**INFORMATION SOURCE:**

Art Cavazos  
Mcdeny Mojica

# QUOTE CONFIRMATION



**DEAR MCDENY MOJICA,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
<b>KLNQ087</b>	<b>2/27/2019</b>	<b>MSFT.A3.RENEWAL.FINAL</b>	<b>0926086</b>	<b>\$775,112.42</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft 365 A3 - subscription license - 1 user</a> Mfg. Part#: AAA-73004-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA M365 A3 Plan for FWISD employees Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)	8310	4840200	\$53.53	\$444,834.30
<a href="#">NEW ITEMS DO NOT PICK THIS LINE</a> Mfg. Part#: NEW-ITEM M365 A3 Licenses for QTY over what FTE used to be (transition concession) for FWISD employees EDC: 4837255 MFG# AAA-73000 Contract: MARKET	276	NEW-ITEM	\$0.00	\$0.00
<a href="#">Microsoft Windows Server - license &amp; software assurance</a> Mfg. Part#: R18-00095 UNSPSC: 43233004 Electronic distribution - NO MEDIA Windows Server Device CAL licenses. Additional knowledge workers that were not counted for M365 but require CALS. Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)	2369	2382900	\$2.28	\$5,401.32
<a href="#">Microsoft Office 365 (Plan A2) - subscription license - 1 user</a> Mfg. Part#: M6K-00001-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA O365 A1 Plan for web-based (lite version) for FWISD employees that don't receive Office but get web-based email and applications. Contract: MARKET	2369	2614683	\$0.00	\$0.00
<a href="#">Microsoft 365 A3 - subscription license - 1 user</a> Mfg. Part#: AAA-73002-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA M365 A3 Student Benefit that includes: office, windows, enterprise mobility suite (intune, azure ad prem, azure info protection, Advanced Threat Analytics, minecraft). Contract: MARKET	90000	4852647	\$0.00	\$0.00

QUOTE DETAILS (CONT.)				
<a href="#">Microsoft SQL Server - license &amp; software assurance - 1 device CAL</a>	8034	2390818	\$5.76	\$46,275.84
Mfg. Part#: 359-00765 UNSPSC: 43232304 Electronic distribution - NO MEDIA SQL CALs for FWISD employees Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)				
<a href="#">Microsoft SQL Server - license &amp; software assurance - 1 license</a>	8034	2491890	\$1.60	\$12,854.40
Mfg. Part#: NEF-00002 UNSPSC: 43232304 Electronic distribution - NO MEDIA SQL CALs for FWISD employees Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)				
<a href="#">Microsoft SQL Server - license &amp; software assurance - 1 device CAL</a>	19868	2383039	\$5.76	\$114,439.68
Mfg. Part#: 359-00765 UNSPSC: 43232304 Electronic distribution - NO MEDIA SQL CAL for FWISD students Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)				
<a href="#">Microsoft SQL Server - license &amp; software assurance - 1 license</a>	19868	2465018	\$1.60	\$31,788.80
Mfg. Part#: NEF-00002 UNSPSC: 43232304 Electronic distribution - NO MEDIA SQL CAL for FWISD students Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)				
<a href="#">Microsoft Identity Manager - External Connector License &amp; Software Assuranc</a>	1	3830279	\$1,570.00	\$1,570.00
Mfg. Part#: PL7-00058 UNSPSC: 43232901 Electronic distribution - NO MEDIA Identity Mangager External Connector License Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)				
<a href="#">Microsoft Windows Azure - subscription license</a>	87	3031635	\$1,272.60	\$110,716.20
Mfg. Part#: 6QK-00001-12MO UNSPSC: 43233004 Electronic distribution - NO MEDIA Azure Monetary Commit for 12 months Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)				
<a href="#">Microsoft Windows Server Datacenter Edition - license &amp; software assurance</a>	156	4296261	\$39.67	\$6,188.52
Mfg. Part#: 9EA-00039-12MO UNSPSC: 43233004 Electronic distribution - NO MEDIA Windows Server Datacenter Licenses. Licensed per core, 1 license = 2 cores. Total 312 cores. Min server core requirement is 16 cores. Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)				
<a href="#">Microsoft Project Online Premium - subscription license - 1 user</a>	8	4421539	\$130.42	\$1,043.36
Mfg. Part#: 7TR-00001-12MO UNSPSC: 43231507 Electronic distribution - NO MEDIA Microsoft Project Premium Online subscriptions				

**QUOTE DETAILS (CONT.)**

Contract: Sourcewell Formerly NJPA 100614#CDW Software only  
(100614#CDW)

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$775,112.42
<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$775,112.42</b>
<b>DELIVER TO</b>	<b>Please remit payments to:</b>	
<b>Shipping Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST MCDENY MOJICA 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Shipping Method:</b> DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team  
- Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



### CDWG

Hardware, Software & Related Technology

#100614-CDW

Maturity Date: 11/18/2019

---

Contract Documents 

---

## Contract Documents





Technology Solutions with Related Equipment and Accessories

Contract #100614-CDW

Effective 12/01/2014 - 11/18/2019

---

### Contract Documentation

-  **Request for Proposal (RFP)** (510.42 KB)
-  **Contract Forms** (7.87 MB)
-  **Contract Acceptance & Award** (481.13 KB)
-  **Contract Extension 2018** (198.49 KB)

**Letter of Agreement  
To Extend the Contract**

Between

**CDW Government LLC (Vendor)  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061**


And

**National Joint Powers Alliance® (NJPA)  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930**

The Vendor and NJPA have entered into an Agreement (Contract #100614-CDW) for the procurement of Technology Solutions with Related Equipment and Accessories. This Agreement has an expiration date of November 18, 2018, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on November 18, 2019. All other terms and conditions of the Agreement remain in force.

**National Joint Powers Alliance® (NJPA)**

By: , Its: **Director of Cooperative  
Contracts & Procurement/CPO**

Name printed or typed: Jeremy Schwartz

Date: 8-8-18

**CDW Government LLC**

By: , Its: **Sr Vice President, Public Sales**

Robert F. Kirby

Name printed or typed: \_\_\_\_\_

Date: August 8, 2018

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE THE PURCHASE FOR THE HVAC PROJECT AT J. MARTIN JACQUET MIDDLE SCHOOL**

**BACKGROUND:**

J. Martin Jacquet Middle School is primarily served by a chiller and boiler HVAC system installed at the time of construction in 1981. The air handling units (AHUs) that regulate and circulate air are old, inefficient, and continue to break down. They need to be replaced. This project addresses the nine AHUs and 55 variable air units (VAVs) which distribute supply air to the classrooms. Also included is the larger areas such as the auditorium, gymnasium, locker rooms and cafeteria, which will now be served with individual units, allowing for increased comfort during evening events. The scope of work will also require asbestos abatement for the removal of the air handler units and the installation of the VAVs. The project will provide new controls and will be more energy efficient and operate with reduced wear of the system.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Purchase for the HVAC Project at J. Martin Jacquet Middle School
2. Decline to Approve the Purchase for the HVAC Project at J. Martin Jacquet Middle School
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Purchase for the HVAC Project at J. Martin Jacquet Middle School

**FUNDING SOURCE**

*Additional Details*

TRE	198-81-6629-001-059-99-501-000000	\$396,084
General Fund	199-81-6629-001-059-99-501-000000	\$803,766

**COST:**

\$1,199,850



**VENDOR:**

Trane	\$1,135,124.00
HP EnviroVision	\$59,051.00
Intertek PSI	\$5,675.00

**PURCHASING MECHANISM**

Bid/Proposal Statistics

Bid Number: 16-026  
 Number of Bid/Proposals received: 5  
 HUB Firms: 3\*  
 Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Interlocal Agreements

These purchases are in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract #577-18 – Infiniti Contractors & Contract #552-17 - Trane. Supporting documentation is attached. The recommended vendors are listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

J. Martin Jacquet Middle School

**RATIONALE:**

The project will provide new controls and will be more energy efficient and operate with reduced wear of the system for J. Martin Jacquet Middle School.

**INFORMATION SOURCE:**

Art Cavazos  
Carl Alfred  
Gil Griffin



March 4, 2019

PROPOSAL #Q1305-19

**Mr. Steven Furlough**  
Environmental Department Director  
Fort Worth Independent School District  
2808 Tillar Street  
Fort Worth, Texas 76107

[steven.furlough@fwisd.org](mailto:steven.furlough@fwisd.org)

**RE: J. Martin Jaquet Middle School – AHU Rooms**  
2501 Stalcup Road  
Fort Worth, Texas 76119

HP ENVIROVISION (HP) appreciates the opportunity to present this proposal per the Fort Worth ISD Unit Rates RFP 16-026 for the abatement of asbestos containing material(s) at above referenced site as further identified in the scope of work section of this proposal.

HP to perform the work per local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), and the Texas Department of State & Health Services (DSHS).

Our bid includes combined insurance coverage of \$10,000,000 limits on Auto & General Liability (including contractor's pollution liability). Microbial (mold) services, Employer's Liability \$1M limits with Statutory Worker's Compensation insurance.

HP is licensed by the Texas Department of State Health Services (DSHS) as an asbestos abatement contractor (#80-0630), asbestos transporter (#40-0178), certified as a "Lead Firm," Certification Number #2110142, licensed Mold Remediation Company #RCO 0106, and a Mold Contractor (Quinn Johnsen), #MRC 1545.

HP to file state notification to DSHS for the owner upon proposal approval.

HP appreciates the opportunity to submit this proposal, and we look forward to the opportunity to demonstrate our professional capabilities. To proceed, please return one signed copy of this proposal, issue a notice to proceed or purchase order so that we may schedule the work.

Respectfully,



Quinn Johnsen  
Executive Director

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050, (972) 399-0068, Fax 972-986-6013

## SCOPE OF WORK

This bid proposal includes the following environmental services:

### AHU Rooms – J. Martin Jacquet Middle School, 2501 Stalcup Road, Fort Worth, Texas:

**Scope of Work to be Completed.** The following items and quantities are included as part of HP's bid proposal and as identified during the on-site visit conducted on January 17, 2019. HP has based this proposal on performing the work per our standard asbestos abatement work procedures, upon applicable federal and state regulations, upon the anticipated requirements of the PSI project specifications document, and upon verbal instructions given to HP during the site visit.

#### Base Bid:

- The removal and disposal of ~2,742 square feet of duct insulation and associated mastic from four (4) AHUs located in two locations.
- The removal and disposal of ~392 linear feet of pipe insulation and associated mastic from four (4) AHUs located in two locations and from two (2) roof top locations.

#### I. **Site Specific Bid Qualifications:**

- 1) Bid based on all contents, equipment, and furnishings be removed from the areas prior to the HP start date.
- 2) Bid based on specialized badging for HP employees not required.
- 4) Bid based on suitable electricity and water at the site.

#### II. **Work Area Preparation:**

HP to prepare the abatement work area(s) per the minimum federal and state regulations in attempt to minimize the cost to the owner. HP was not provided a project specifications document for this proposal.

#### III. **Personnel Protective Equipment:**

- 1) 3M or Honeywell (North) Brand ½ mask negative pressure respirators and/or Honeywell (Survivair) Power Air Purifying Respirators (PAPR)
- 2) Protective suits, safety glasses, hard hats, safety gloves, safety vests, and when applicable for elevated work safety body harnesses and lanyards.

#### IV. **Air Testing / Consulting (by owner):**

Per state regulations, owner to provide and pay for separately an independent third party, state licensed consultant to monitor / design the project. Owner's air lab to provide compliance air testing and a final inspection of the abatement work. Bid based on Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) analysis for clearance with an industry accepted air clearance criteria of 0.01 f/cc. Cost for the air testing lab / consultant are not included in HP's bid per state regulations.

## PROJECT DURATION

Project duration for the asbestos abatement (base bid) is estimated at six to seven (6-7) working days HP will work Monday - Sunday, day shifts, and up to 10 hours per work shift.

## WASTE TRANSPORT - DISPOSAL

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by HP for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner directly by the landfill once burial is complete and landfill signs acknowledging disposal. Only where available, HP will use the owner's on-site waste container to dispose of any non-asbestos trash / wastes unless otherwise indicated or requested.

## Bid Qualifications - Responsibilities of Owner/Others:

- 1) **Utilities;** Bid based on the client / owner providing adequate site water & electrical sources for the proposed work. This proposal is based upon the project electrician connecting HP's power panel to the on-site electrical panel at no charge to HP.
- 2) **Parking;** allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for HP employees.
- 3) **HVAC System;** When applicable, owner to coordinate and shut down the HVAC system or system(s) requiring shutdown to allow for the abatement process.
- 4) **Contents;** When applicable, owner in advance to remove any sensitive equipment, furnishings, salvage, items blocking access, contents from the work area(s).
- 5) **Refurbishment;** HP's base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations or replacements unless specifically stated.
- 6) **Tape Damage;** Damage to surfaces may occur from securing poly with adhesives as required to contain the work per consultant design or regulations. Window tint may be damaged if HP is required to tape to it by consultant. Repairs excluded.
- 7) **Accessibility;** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.
- 8) **Insurances;** HP carries \$10,000,000 combined limits on Auto & General Liability, \$1M on Employers Liability & Mold and Statutory on Workmen's Compensation. Any additional coverages can be provided on a cost +15% basis. When requested, owner to be listed as an additional insured and provided with a Waiver of Subrogation. Property / Builder's risk insurance by owner.
- 9) **Air Testing - Consultant;** DSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM or TEM type air clearance. Design, sampling, air monitoring and consulting excluded. HP reserves right to adjust pricing or approve of owner selected air lab, consultant, project design-work plan, specifications when not provided / available at time of bid. Owner to request air lab to provide HP with a copy of all air test results for our records upon completion.
- 10) **Notice;** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to HP's mobilization as required by OSHA.
- 11) **Delays;** HP will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
- 12) **Status;** HP's status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
- 13) **Fees;** DSHS removal fee, taxes, special assessments / charges to be paid by owner.
- 14) **Commencement;** Project start date and duration shall be mutually agreed upon.
- 15) **Regulatory Changes;** HP reserves the right to adjust pricing / time for a change in regulatory enforcement.
- 16) **Site Conditions;** Bid based on conditions existing at time of bid. If conditions vary or are altered, HP reserves the right to adjust our bid if they affect our work.

HP PROPOSAL #Q1305-19

- 17) **Multi-Layer**; Bid based on a single layer of material(s) unless specifically identified. If multi-layer materials (floor tile and/or carpet), etc. are encountered an additional charge will apply to remove each additional layer.
- 18) **Contract Inclusion**; Bid based on HP's bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
- 19) **See Site Specific Bid Qualifications.**
- 20) **Other hazardous materials**, if present, are excluded
- 21) **Changes to Scope**; If required, any alteration and/or deviation from this proposal involving a change in costs or duration will be executed only upon written orders. Additions will become an extra charge over and above this bid proposal.

**COMPENSATION FOR SERVICES PER RFP 16-026 FWISD UNIT RATES:**

Mobilization / Project Setup	\$	Included
Asbestos Abatement (See Page 2 Scope of Work)		
Duct Insulation ~ 2,742 sf @ \$15.96/sf	\$	43,762.32
Pipe Insulation (<6") ~ 246 lf @ \$16.90/lf	\$	4,157.40
Pipe Insulation (6-12") ~ 146 lf @ \$23.60/lf	\$	3,445.60
Pre-Cleaning of AHUs: 16 hours @ \$48.69/hour	\$	779.04
Labor, Insurances, Overhead, Profit	\$	Included
Materials (poly, tapes, suits, filters, solvents, bags, etc.)	\$	Included
Trade Equipment (decons, negative air units, vacuums)	\$	Included
Asbestos Waste Manifest, Transportation & Disposal	\$	Included
File original or amend regulatory notice to DSHS	\$	Included
DSHS Notification Fees	\$	by owner
Air Testing / Project Design / Consultant Services	\$	by owner
OSHA compliance air testing of HP employees	\$	Included
<b>Total Lump Sum Base Bid:</b>	<b>\$</b>	<b>52,144.36*</b>
10% Contingency	\$	5,214.44
<b>Total Lump Sum w/lt Contingency:</b>	<b>\$</b>	<b>57,358.80</b>
<b>P&amp;P Bonds (2.95%)</b>	<b>\$</b>	<b>1,692.08</b>
<b>TOTAL LUMP SUM W/BONDS:</b>	<b>\$</b>	<b>59,050.88</b>

**Fifty-Nine Thousand and Fifty and 88/100 Dollars**

\*Asbestos abatement is tax exempt per the Texas sales and use tax section 151.0048(a)(3)(A) of the Texas Tax Code. HP pays sales tax on materials.

**TERMS:** Completion / Net 30 Days / 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainage. Proposal valid for 60 days. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by HP should collection proceedings be necessary.

Please sign below to indicate your acceptance of this proposal, and to serve as your "notice to proceed" with the work. Acceptance also serves as authority for HP to file any required notifications to regulatory agencies (e.g. DSHS), and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

_____	_____
Company Name	Purchase Order # (if applicable)
_____	_____
Print Name	Title
Authorized Representative	
_____	_____/_____/2019
Signature	Date



Proposal Number: 0633-267006  
J. Martin Jaquet Middle School – AHU Rooms  
March 4, 2019  
Page 1

Professional Service Industries, Inc.  
1909 10<sup>th</sup> Street, Suite 100, Plano, TX 75074  
Phone: (469) 814-0687

Fort Worth Independent School District (ISD)  
Environmental Department  
2808 Tillar Street  
Fort Worth, Texas 76107

Attn: Mr. Steven Furlough  
Manager

Subject: Proposal for Asbestos Abatement Monitoring  
J. Martin Jaquet Middle School – AHU Rooms  
2501 Stalcup Road  
Fort Worth, Texas 76119  
PSI Proposal Number 0633-267006

Dear Mr. Furlough:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for asbestos abatement monitoring services related to the asbestos abatement projects at the above-referenced school.

The scope of work involves abatement of approximately 2,742 square feet of duct insulation and associated mastic from four (4) AHUs located in two (2) rooms and 392 linear feet of pipe insulation and associated mastic from four (4) AHUs located in two (2) rooms and from two (2) roof top locations at the J. Martin Middle School. Estimated project duration is eleven (11) shifts over eight (8) days.

PSI understands that the Client will hire an independent licensed Asbestos Abatement Contractor to remove identified asbestos-containing building materials (ACBMs).

- PSI owns and operates an asbestos laboratory to provide quick-turn, cost-effective testing services.
- PSI is one of the largest asbestos consulting agencies in the U.S.







## SCOPE OF WORK

PSI proposes the following professional asbestos consulting services for the successful completion of this project.

- Specifications for the removal of the referenced ACMs.
- Perform air monitoring before, during, and after removal activities.
- Record observations of contractor activities.
- Issue a report to document the completion of asbestos abatement activities.

The following sections define and describe our proposed services.

## DEVELOPMENT OF SPECIFICATIONS

Specifications are a valuable control document that identifies the materials to be removed and clarify work expectations. The Texas Department of State Health Services (TDSHS) requires that a licensed project designer working with a licensed asbestos consulting company develop asbestos specifications for projects over 160 square feet or 260 linear feet of combined ACBMs.

## AIR MONITORING AND CONTRACTOR OBSERVATION

PSI proposes the following items for this project.

1. During the activity, PSI will monitor performance of the work performed under the Contract, but will not direct, control, or supervise the Work.
2. PSI will be a representative of the Client during the activity, and will advise and consult with the Client. PSI will have the authority to act on behalf of the Client only to the extent provided in this Agreement unless provided otherwise by written agreement between PSI and the Client.
3. PSI will monitor the Contractor's performance of the activity, which will include Contractor's preparation of ACBMs for removal. If PSI determines that the Contractor is not performing the abatement properly as specified in the Contract documents, PSI will use its best efforts to inform the Client.
4. The Client shall use its best efforts to provide PSI's personnel access to the Work at all times during preparation or progress of the Work.
5. PSI will not have control over or charge of and will not be responsible for construction or abatement means, methods, techniques, sequences, or procedures, or for safety precautions and programs about the Work, since these are solely the Client's responsibility. PSI will not be responsible for the Client's schedules or failure to carry out the Work. PSI will not have control over or charge of acts or omissions of the Client's, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.



6. The extent of the duties, responsibilities, and limitations of authority of PSI will not be modified or extended without written consent of the Client and PSI.
7. PSI shall provide a TDSHS licensed Air Monitoring Technician and Project Manager for this project. Air monitoring of the activities shall be performed in accordance with Texas Asbestos Health Protection Rules (TAHPR), OSHA Guidance document 29 CFR 1926.1101, NESHAP 40 CFR 61.141 and EPA 40 CFR 763. *PSI will also perform OSHA air monitoring for the abatement contractor.*
8. Air sample analyses will be performed by the current NIOSH 7400 Method for Asbestos and Other Fibers by Phase Contrast Microscopy (PCM). Final sample analyses will be by Transmission Electron Microscopy (TEM) analysis performed by Moody Labs, which is a TDSHS licensed TEM laboratory. *PSI understands that Moody Labs will invoice Fort Worth ISD directly for the TEM analysis.* Results will be available within twenty-four working hours after completion of air sampling.

**REPORT**

PSI will provide one PDF copy of the air monitoring close-out report to the Client. The report is an important document that should be maintained in your records for future reference. The report will contain air monitoring documentation and a summary of the work performed.

**FEES**

Based on the information presented in this proposal, PSI proposes to perform project management and air-monitoring services on a time and expense basis. Specifications and the final report will be provided on a lump sum basis. Our fees are presented below.

<b>Development of Specifications, Lump Sum</b>	<b>\$ 300.00</b>
<b>Mobilization</b>	<b>\$ 350.00</b>
<b>Air Monitoring and Contractor Observation, Time &amp; Expense</b>	
Project Manager (PM)/Air Monitoring Technician (AMT), (Based on eleven 10-hour shifts @ \$425 per shift. Hours greater than 10 hours will be billed at \$42.50 per hour)	<b>\$ 4,675.00</b>
<b>Final Report, Lump Sum (at \$350 per project)</b>	<b><u>\$ 350.00</u></b>
<b>ESTIMATED TOTAL AMOUNT</b>	<b>\$ 5,675.00</b>

Actual hours worked during abatement will be determined solely by the number of hours the abatement contractor works. PSI assumes that the contractor will work at least 4 hours per day. Additional work required beyond the scope of services presented in this proposal will be invoiced on a time and materials basis.

Qualified and experienced personnel who are licensed by the TDSHS and familiar with standard procedures and protocols will staff this project. The services provided under this contract will be governed by the General



Proposal Number: 0633-267006  
J. Martin Jaquet Middle School – AHU Rooms  
March 4, 2019

Conditions incorporated herein and made a part of this agreement. Services will be billed upon project completion. Payment is due (30) days after receipt of invoice. Client agrees to pay fully any sales or use taxes imposed by law or ordinance, if any are imposed, on the work to be performed hereunder, which taxes are in addition to the contract price.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

PSI appreciates this opportunity to be of service to you. Please feel free to contact us to answer any questions you may have concerning this proposal.

Respectfully Submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

**James T. Russell**  
Project Specialist

**Srihari Krishnaprasad, P.E.**  
Principal Consultant

**Attachments:**      **Proposal Authorization & Payment Instructions**  
                                 **General Conditions**



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. The ordering of work from PSI or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis-Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all monies due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSIDERED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

- 11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
- 13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
- 15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited, and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
- 16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
- 17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

Fort Worth ISD  
100 North University Drive  
Fort Worth, Texas 76107

February 20, 2019

Attn: Steve McPherson

Re: FWISD Jacquet Middle School (9) AHU Replacements  
ICI: BID #19-005

Per Buy Board Contract #577-18 Building Maintenance, Repair, Operations Supplies & Equipment.

Infinity Contractors is pleased to quote the above referenced project. Our price includes all labor, material, and supervision necessary for the replacement of the (9) AHU's attached to the heating/cooling hydronic systems. To be performed as a phased project over Thanksgiving/Christmas 2019

Documents: None but with DX conversion recommendations from FWISD / Wells Doak dated 2-1-19

We acknowledge the following Addendums: None

**Base Bid Combined Scope**

**Due to award timeframe / lead times & backlog this will be a post summer installation**

**Indoor Air Handlers AHU #1, #2, #3, #4 (Hydronic)  
Outdoor Air Handlers RTAHU – Cafeteria (Hydronic)  
Outdoor Roof Top Units – Auditorium, Boys Locker, Girls Locker,  
Gym (Convert to DX)**

- 1) Protect Floors & Roofs
- 2) Remove Ceilings & Replace as Required
- 3) Disconnect ductwork, hydronic, condensate piping
- 4) Dismantle, Remove & Disposal of the Existing AHU's
- 5) Modify steel structure & roofing as directed by FWISD Engineering Consultant  
Handrail Edge Fall Protection for 2 units within 10' of building edge  
(Allowance #1 Add \$30K below – labor, materials, subs)
- 6) Furnish & Install (4) AHU's Hydronic with VFD's manufactured by JCI Solutions  
Model XT
- 7) Modify Concrete Pads as needed
- 8) Furnish & Install (1) RTAHU Hydronic for Cafeteria manufactured by AAON Model  
RN

*Infinity Contractors International, Ltd.*  
2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826  
TACLA016236C • M-15487  
Texas State Board of Plumbing Examiners P O Box 4200, Austin, TX 78765 • 800-845-6584



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

- 9) Hydronic Piping Reconnections with New Isolation Valves as required, FDI Kits
- 10) Furnish & Install 1" Pipe Insulation on the CHWS/R Piping
- 11) Furnish & Install 2" Pipe Insulation on the HWS/R Piping
- 12) Furnish & Install (4) RTU DX for Gym, Boy Locker, Girls Locker, Auditorium with Gas heat manufactured by AAON Model RN
- 13) New Curbs / Curb Adapters & Structural Steel as required
- 14) Roofing to match existing
- 15) New ductwork connections from unit to tie in points in space
- 16) Furnish & Install Insulation on new Ductwork
- 17) Clean up interior mechanical room
- 18) Factory VFD Start-ups (Texas Air Systems)
- 19) Mechanical Permit only
- 20) Owner Controlled Contingency (Add Provided)
- 21) Test & Balance Pre Construction Assessment Contingency is to verify selection of equipment (Add Provided)
- 22) DDC Controls for (9) AHU Replacements with control valves
- 23) DDC Controls for (4) Pumps VFDs (Control valves remain)
- 24) DDC Controls Renovation for (55) VAV Boxes
- 25) Remove & Reinstall Existing Duct Detectors, Add Detectors if needed for Roof Mounted Equipment, Fire Alarm by FWISD
- 26) Electrical for AHUs (5) and New Feed for DX Units (4)
- 27) Gas Piping to (4) RTUs & Painting for Same
  - a. (Deduct \$20,000 if desired to be done by FWISD)
- 28) Buy Board Fees
- 29) Payment & Performance Bonds

**Base Bid Price is .....\$1,174,728-**

**Add Allowance #1 Structural/Roofing/Railing with P&P Bond, Buy Board Fees.....\$30,000-**

**Add Owner Controlled Suggested Contingency.....\$50,000-**

**Grand Total Price.....\$1,254,728-**

*Infinity Contractors International, Ltd.*  
 2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826  
 TACLA016236C • M-15487  
 Texas State Board of Plumbing Examiners P O Box 4200, Austin, TX 78765 • 800-845-6584



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

**Exclusions:**

- 1) Water Treatment for the HVAC System
- 2) Fire Protection, Fire Alarm (By FWISD)
- 3) Heat Trace on CHWS/R or HWS/R Piping
- 4) MEP Engineering & Structural engineering if needed
- 5) Asbestos Testing or Abatement
- 6) Sales Taxes (Exempt)

*Please see Attachment "A" for clarifications*

Please call if you have any questions or if we may assist you in any way.

Sincerely,

Jim Bob Salter  
President  
Infinity Contractors Int'l Ltd

*Infinity Contractors International, Ltd.*  
2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826  
TACLA016236C • M-15487  
Texas State Board of Plumbing Examiners P O Box 4200, Austin, TX 78765 • 800-845-6584



Attachment "A"

**General Items:**

1. This proposal is based upon entering into a mutually agreeable subcontract with your firm that is not more exacting or restrictive upon Infinity Contractors than the contract between your firm and the Owner. We request that retainage be no more than 5%. Terms are Net 30.
2. We include a one (1) year warranty on worked preformed or material provided, which will begin from the date of final acceptance or beneficial use, whichever comes first.
3. 45-DAY PRICE- Our offer is open for acceptance for a period of Forty Five (45) days.



[Administration](#)

[Reports](#)

[Shopping Cart](#)

Welcome Ft. Worth  
HHSB [ Log Off ]

## Vendor Contract Information

[Back](#)

### Searches:

[Search by Vendor](#)

[Browse Contracts](#)

### Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

### Refine Your Search:

#### Vendors

Infinity Contractors International LTD[X]

#### Price Range

Show all prices

#### Category

None Selected

#### Contract

Building Maintenance, Repair, Operations Supplies and Equipment[X]

### Additional Resources

**Vendor Name:** Infinity Contractors International LTD

**Address:** 2563 E. Loop 820 N.  
Fort Worth, TX 76118

**Phone Number:** (817) 838-8700

**Email:** jbsalter@infinitycontractors.com

**Website:** <http://www.infinitycontractors.com>

**Federal ID:** 56-2228896

**Contact:** Jim Bob Salter

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR Forms Received:** Yes

**No Israel Boycott Certificate:** Yes

**No Excluded Foreign Terrorist Orgs:** Yes

**Contract Name:** Building Maintenance, Repair, Operations Supplies and Equipment

**Contract#:** 577-18

**Effective Date:** 12/01/2018

**Expiration Date:** 11/30/2021

**Payment Terms:** Net 30 days

**Delivery Days:** 10

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** Texas Regions 10, 11

**States Served:** Texas

**Quote Reference Number:** 577-18

### Contract Documents

**EDGAR Notice:** [Click to view EDGAR Notice](#)

**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)

**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)

**Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)

**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919



## Trane Turnkey Proposal



### Turnkey Proposal For:

Fort Worth Independent School District  
100 N University Drive  
Fort Worth, TX 76107

**Local Trane Office:**  
Trane U.S. Inc. dba Trane  
4200 N. Sylvania Avenue  
Fort Worth, TX 76137-6603

**Local Trane Representative:**  
David Garcia  
Account Manager  
Cell: (817) 614-1791  
Office: (817) 838-1300

**Proposal ID: 2615698**  
**BuyBoard Quote # 11-2615698**  
**BuyBoard Contract # 562-17**

**Date: March 4, 2019**





**Prepared For: Steve McPherson**

**Date:**  
March 4, 2019

**Job Name:**  
FWISD Jacquet Martin MS Turnkey Project

**Proposal Number: 2615698**

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**Proposal Expiration Date:**  
60 Days

---

## Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Fort Worth ISD and based on the site surveys performed throughout month of February 2019.

### Equipment List

#### Product Data- (2) Packaged Commercial Rooftop

- 40 Tons
- DX cooling, Gas heat
- Please see submittal for full equipment detail

#### Product Data- (2) Packaged Commercial Rooftop

- 10 Tons
- DX cooling, Gas heat
- Please see submittal for full equipment detail

#### Product Data- (1) Performance Climate Changer

- Unit size 25
- Supply motorized impeller
- Return/exhaust fan motorized impeller
- Please see submittal for full equipment detail

#### Product Data- (3) Performance Climate Changer

- Unit Size 14
- Supply motorized impeller
- Return/exhaust fan motorized impeller
- Please see submittal for full equipment detail

#### Product Data- (1) Performance Climate Changer

- Unit size 17
- Supply motorized impeller
- Return/exhaust fan motorized impeller
- Please see submittal for full equipment detail

#### Product Data- (4) Pumps



## **Mechanical & Electrical Installation**

### **Air Handling Units 1, 3 and 4 (First Floor), 2 (Second Floor)**

- Demo existing 460V circuits to each AHU motor- wire to be reused
- Install new conduit and wire where needed to connect to new AHU VFDs.
- Demo ductwork back to trunk lines
- Demo all AHUs and dispose of
- Disassemble new AHUs to fit through mechanical room doors
- Rebuild AHUs in place on existing house pads
- Pour concrete extensions on pads if needed
- Provide and install new isolation valves, gauges and thermometers for all hot and cold water lines
- Extend chill water and hot water pipe to new AHU connections as needed
- Modify supply, return and outside air ducts as needed to transition to new AHUs
- Install new chill water and hot water control valves
- Insulate all piping and ductwork that was changed
- Startup unit

### **Chill Water and Hot Water Pumps**

- Furnish and install (2) two building loop pumps. One is for emergency use.
- Furnish and install (1) one hot water loop pump and (1) one chill water loop pump
- Furnish and install new strainers, check valves, isolation valves, gauges and thermometers for each pump
- Install taps for controls contractor's DP switches at each pump
- Mount VFDs on wall by pumps and wire in high voltage electrical
- Insulate all piping that was modified
- Startup pumps

### **Gymnasium & Auditorium Units**

- Remove existing chill water rooftop AHUs with crane
- Install blinds flanges on all existing isolation valves to permanently close off the water loops
- Demo (2) two 30 amp electrical circuits back to the breaker panel per unit
- Furnish and install new 125A breaker, per unit, to be in the panel behind the roll up door
- Run new 125A electrical circuit to new unit locations
- Weld in structural steel to add weight support per engineered drawings, if necessary. Drawings provided by FWISD.
- Set curb adaptors and (2) 40 ton RTUs in place with crane
- Connect high voltage electrical to the RTUs
- Install new gas service to the RTUs location
- Gas will be tapped into 4" main already on roof
- Furnish and install new regulator and gas stop
- Provide pipe stands for new gas and electrical piping
- Connect RTU condensate to existing condensate main line
- Startup unit



**Girl's and Boy's Locker Rooms**

- Remove existing chill water rooftop AHU with crane
- Install blinds flanges on all existing isolation valves to permanently close off the water loops
- Reuse existing electrical circuit to connect each RTU
- Weld in structural steel to add weight support per engineered drawings, if necessary. Drawings provided by FWISD.
- Set curb adaptor and (2) 10 ton RTU in place with crane
- Connect high voltage electrical to the RTUs
- Install new gas service to the RTU location
- Gas will be tapped into 4" main already on roof
- Furnish and install new regulator and gas stop
- Provide pipe stands for new gas and electrical piping
- Connect RTU condensate to existing condensate main line
- Startup unit

**Cafeteria**

- Remove existing chill water rooftop AHUs with crane
- Set curb adaptors and new Trane chill water AHU with crane
- Use existing electrical service to connect new unit
- Furnish and install new chill water and hot water isolation valves, gauges and thermometers
- Modify piping as needed to connect to new unit
- Insulate all piping that was modified
- Startup unit

**Controls (All Work Provided By Logical Solutions, Inc.)**

**(4) AHUs (AHU 1,3 & 4 on second floor- AHU 2 on first floor)**

- LSi to provide control and monitoring of supply and return VFD start/stop, unit status, VFD speed, VFD fault, mixed air temp, supply air temp, return air temp, freeze stat, HW valves, CHW valves, OA damper, return air damper, exhaust air damper, static pressure, high static limit and smoke detection.
- Includes (2) two new OA wall damper actuators in second floor mechanical room
- All new control wiring to be in conduit

**(4) Pumps (CHW pump 1&2, BLDG pump, HW pump)**

- LSi to provide control of the VFD speed and VFD fault points. Includes a new module mounted in the electrical room where the chiller/boiler controls currently reside

**(3) New DX Units (Girls PE, Boys PE, and Gymnasium)**

- LSi to provide hardwired control of supply and return VFD start/stop, unit status, VFD speed, VFD fault, heating/cooling stages, supply air temperature and space temperature.

**(1) Cafeteria Unit**

- LSi to provide monitoring of supply and return VFD start/stop, unit status, VFD speed, VFD fault, electric heat, CHW valve, supply air temperature and space temperature

**Auditorium**

- LSi to provide monitoring of supply and return VFD start/stop, unit status, VFD speed, VFD fault, electric heat, DX cooling, supply air temperature and space temperature



**(55) VAV Boxes (23 on 1<sup>st</sup> Floor, 32 on second floor)**

- LSI to replace pneumatic controls with all new DDC controls. Points include zone damper position, supply air temp and space temp
- Includes new AAR per floor for network segmentation, all new programs and graphics

**Proposal Notes/ Clarifications**

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Asbestos or hazardous material abatement removal shall be performed by customer
- **Payment and Performance bonds are included**
- Control valves to be supplied by controls contractor
- All items provided and installed by LSI will have 1-year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/Owner Representative shall provide direction for alarming actions/routing.
- All drain pans will have cut off switch
- All RTUs will have 2" black lettering for identification
- Curb tape will be installed before set
- All drain piping to be UV PVC
- All RTUs will have hail guards
- All gas piping will be rigged
- All condensate piping stands will be glued to roof
- All disconnects where possible will be fused. The DX units come with non-fused disconnects.
- No electrical thru bottom of RTUs
- Fall protection will be provided for units near ledge. Two units.
- Controls portion includes extending BAS network infrastructure as required, new programs and new equipment/floorplan graphics
- Demo of existing pneumatics and provision and installation of VFDs provided by Trane
- **All work to be completed over the summer break. A PO will need to be issued by April 15<sup>th</sup> in order to comfortably finish by August 18<sup>th</sup>. Equipment has 8 week lead time.**
- **Formal engineering was not performed when estimating this work. All sizing is based off of information given and customer provided engineering.**
- **\$50,000 in contingency monies is included in this proposal. Any contingency not used will be refunded to FWISD. Any work over the \$50,000 allowance will be a change order.**

**Miscellaneous mechanical services not included (unless otherwise noted)**

- Electrical subpanels if needed to match new AHUs MOP
- Electrical subpanels if needed to sustain load of new RTUs
  - Existing panels are large enough but we do not know the current load since no breakers are labelled.
- Asbestos Abatement or re-insulating past the transition locations in each mechanical room
- **Premium time or cost associated with delays beyond our control**
- **Air or water balance**
- Repair of any gas leaks on any piping that was not modified by Trane
- Any controls work associated with interior and exterior lighting control systems
- **Any work associated with installing smoke detectors or Fire/Life Safety System**
- Any liquidated or consequential damages for LSI work
- Any permits associated with control work
- Any temporary cooling



# Pricing and Acceptance

Fort Worth Independent School District  
 100 N University Drive  
 Fort Worth, TX 76107

Site Address:  
 FWISD Jacquet Middle School  
 2501 Stalcup Road  
 Fort Worth, TX 76105

**Price**

Total Net Price (Excluding Sales Tax).....\$1,135,124.00

Respectfully submitted,

David Garcia  
 Account Manager- Team Leader  
 Trane U.S. Inc. dba Trane  
 (817) 838-1300

**ACCEPTANCE**

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: David Garcia 	Cell: (817) 614-1791 Office: (817) 838-1300 Proposal Date: March 4, 2019
<b>CUSTOMER ACCEPTANCE</b> Fort Worth Independent School District	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date	License Number:



**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

"Company" shall mean Trane U.S. Inc. dba Trane.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or



fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**13. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood, earthquake; tornado; storm, fire, civil disobedience, pandemic insurrections; riots; labor/labour disputes, labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**16. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**17. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**21. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**22. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**23. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741 and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**24. U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8, 52.222-28, 52.222-35, 52.222-36, 52.222-39, 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**25. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns, (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26 251-10(0315)  
Supersedes 1-26 251-10(0814)



[Administration](#)

[Reports](#)

[Shopping Cart](#)

Welcome Ft. Worth  
Home | [Log Off](#)

## Vendor Contract Information

[Back](#)

### Searches:

[Search by Vendor](#)

[Browse Contracts](#)

### Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

### Refine Your Search:

#### Vendors

Trane[X]

#### Price Range

Show all prices

#### Category

None Selected

#### Contract

HVAC Equipment, Supplies, and Installation of HVAC Equipment[X]

**Vendor Name:** Trane  
**Address:** 4200 N. Sylvania Ave.  
 Fort Worth, TX 76137  
**Phone Number:** (469) 758-3287  
**Email:** jeremy.hunt@trane.com  
**Website:** <http://www.trane.com>  
**Federal ID:** 25-0900465  
**Contact:** Jeremy Hunt

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR Forms Received:** Yes

**No Israel Boycott Certificate:** No

**No Excluded Foreign Terrorist Orgs:** No

**Contract Name:** HVAC Equipment, Supplies, and Installation of HVAC Equipment

**Contract#:** 552-17

**Effective Date:** 12/01/2017

**Expiration Date:** 11/30/2020

**Payment Terms:** Net 30 days

**Delivery Days:** 25

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** Texas Regions 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20

**States Served:** Texas

**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File link page.

**Quote Reference Number:** 552-17

**Return Policy:** Contact local sales office or where purchase was made

**Additional Dealers:** See Additional Dealers/Distributors for dealer list.

### Additional Resources

### Contract Documents

**EDGAR Notice:** [Click to view EDGAR Notice](#)

**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)

**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)

**Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)

**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

**Renewal Notice/Letter:** [Click to view Vendor Renewal Notice/Letter Documents](#)

**Additional Dealers/Distributors:** [Click to view Vendor Additional Dealers/Distributors Documents](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVAL TO PURCHASE CAREER TREE SYSTEM FOR CTE PROGRAMS**

**BACKGROUND:**

The Career and Technical Education Department wants to purchase the Tools for Schools (TFS) “Career Tree®” and “Education with Purpose®” systems for use across the District to assist students in discovering available career options and guide the difficult decision making process between these choices. The Career Tree® and Education with Purpose® products will provide an equitable, unified theme to all district Career and Technical Education programs and will allow students to make informed choices about their high school pathway and available opportunities after graduation. Through these two systems, middle school students will have the opportunity to learn about all career pathways available at FWISD high schools. High school students will have the opportunity to study the various career options within their chosen pathway. As the high school students study these options, they will be able to determine which careers fit their interest and skills.

The Tools for Schools system staff will work with Career and Technical Education personnel to personalize the system for the District utilizing our existing pathways and program information. Due to this, the initial purchase must be made in two stages.

Stage One

Initial Development Fee - \$7,200.00

Stage Two

Career Tree Supplies/Wall Graphics – up to \$179,980.00

After the initial purchase, we will have an Annual License Renewal that is currently \$7200/year. Additionally, there will potentially be yearly supply costs of up to \$20,000.00 to cover supplies and wall graphics for programs that have been added or modified.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the purchase of the Career Tree system for CTE programs
2. Decline to Approve the purchase of the Career Tree system for CTE programs
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the purchase of the Career Tree system for CTE programs

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6399-001-XXX-22-221-000000 (high schools)  
199-11-6399-001-XXX-11-221-000000 (middle schools)

**COST:**

\$214,380.00

**VENDOR:**

Tools for Schools

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-085

Number of Bid/Proposals received: 49

HUB Firms: 7

Compliant Bids: 49

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Arlington Heights 002  
Benbrook MSHS 071  
Carter-Riverside 001  
Diamond Hill-Jarvis 004  
Dunbar 005  
Eastern Hills 006  
IM Terrell 087  
Marine Creek 085  
North Side 008  
Paschal 010  
Polytechnic 009  
South Hills 003  
Southwest 014  
TABS 082  
TCC South 086  
Trimble Technical 011  
Western Hills 015  
OD Wyatt 016  
World Languages Institute 084  
YMLA 083  
YWLA 081  
Daggett 042  
J.P. Elder 044  
Forest Oak 045  
Handley 047  
Jacquet 059  
William James 048  
Kirkpatrick 049  
Leonard 061  
Jean McClung 070  
W.P. McLean 050  
W.A. Meacham 051  
Meadowbrook 052  
William Monnig 053  
Morningside 054  
Riverside 056  
Rosement 057  
W.C. Stripling 058  
Wedgwood 060  
International Newcomer's Academy 062  
Career and Technical Education



**RATIONALE:**

The purpose of this purchase is to provide an equitable, unified theme to all district Career and Technical Education programs that will allow students to make informed choices about their high school pathway and available opportunities after graduation. The adoption of the Career Tree system will allow students to graduate with increased College and Career Readiness.

**INFORMATION SOURCE:**

Charles Carroll

David Saenz



Mark C. Perna  
Founder/Author

Friday, February 22, 2019  
**PROPOSAL**

Fort Worth ISD  
100 N. University  
Fort Worth, TX 76107  
David Saenz

Dear David,

It is with great pleasure that I present you this proposal with information and pricing regarding our ability to partner with Fort Worth ISD in the long-term delivery of high-quality products and services.

Description	Quantity	Unit Price	Total Amount Due
Education with Purpose® and Career Tree® Initial Development Fee..... (Includes license for 21 high schools)	1	\$4,800.00	\$4,800.00
Limited Use Annual License for balance of the fiscal year 2018.....	1	No Charge	\$ 0.00
Education with Purpose® and Career Tree® Initial Development Fee..... (Includes license for 23 middle schools)	1	\$2,400.00	\$2,400.00
<b>TOTAL DUE</b> .....			<b>\$7,200.00</b>

**Terms and Conditions:** Upon receipt of the Initial Development Fee, Tools for Schools (TFS) will grant Fort Worth ISD the right to use the phrases "Education with Purpose®" and "Career Tree®" along with all materials, strategies, best practices, images, classroom tools, curriculum guides, online resources, and additional materials available from TFS as they relate to the Career Tree® and Education with Purpose® until June 30, 2019. The Annual Limited Use License Fee has been waived for the fiscal year 2018. Your organization will be invoiced for the current renewal fee for each subsequent renewal period at the beginning of your fiscal year.

This year's one-time Initial Development Fee and all future years' Annual Renewal Fees do not include the cost for any professional development, continuing implementation support, additional classroom tools, or printed worksheets and marketing materials required, and therefore any needed additional products and services will be at an additional cost and must be designed, produced, and provided exclusively by TFS. No other company or entity has the right or permission to design, produce, or deliver implementation support, professional development, or materials covered by this Annual Limited Use License.

The Education with Purpose® and Career Tree® name, image, and strategies are trademarks and copyrights of Mark C. Perna and TFS. Any use of this intellectual property, in whole or in part, without permission is strictly prohibited by law. To maintain continued access to and use of these phrases and materials, the current Annual Renewal Fee must be paid at the start of each fiscal year. TFS reserves the right to adjust fees as needed.

Except where they apply to Fort Worth ISD, any use by, duplication of, or sharing of these materials with other organizations, in whole or in part, including the posting of any materials on or accessed via the Internet or through social media of any kind, without written permission from TFS, is strictly prohibited by law.

Due to the many Fort Worth ISD factors outside the control of TFS, there are no guarantees of performance made or implied regarding the use of Education with Purpose® and the Career Tree®.

David, we are looking forward to moving ahead with this strategy and having the opportunity to thoroughly delight you, your entire organization, and your students. If we can be of any further assistance to you, please call Kristy Warrell or myself at 330.840.2680 at any time. We truly appreciate this opportunity to work closely with you!



Mark C. Perna  
Founder/Author

Wednesday, February 20, 2019  
**PROPOSAL**

Fort Worth ISD  
100 N. University  
Fort Worth, TX 76107  
David Saenz

Dear David,

It is with great pleasure that I present you this proposal with information and pricing regarding our ability to partner with Fort Worth ISD in the long-term delivery of high-quality products and services.

Description	Quantity	Unit Price	Total Amount Due
Wall Graphics 6' x 4' – Mounted and Framed.....	280	\$436.00	\$122,080.00
Includes: 8 sheets of Career Leaves (96 labels) and 2 sheets of Alumni Leaves (18 labels)			
Wall Graphics 3' x 2' – Mounted and Framed.....	150	\$386.00	\$ 57,900.00
Includes: 8 sheets of Career Leaves (96 labels) and 2 sheets of Alumni Leaves (18 labels)			
<b>TOTAL DUE</b> .....			<b>\$179,980.00</b>

**Terms and Conditions:** Tools for Schools (TFS) will deliver the requested Career Tree materials to Fort Worth ISD. Shipping costs are not included in the above pricing and will be an additional charge.

All professional development, continuing implementation support, additional classroom tools, worksheets, marketing materials, and other materials related to Education with Purpose® and the Career Tree® must be designed, produced, and provided exclusively by TFS. No other company or entity has the right or permission to design, produce, or deliver implementation support, professional development, or any materials covered by this Annual Limited Use License.

The Education with Purpose® and Career Tree® name, image, and strategies are trademarks and copyrights of Mark C. Perna and TFS. Any use of this intellectual property, in whole or in part, without permission is strictly prohibited by law. TFS reserves the right to adjust fees as needed.

Except where they apply to Fort Worth ISD, any use by, duplication of, or sharing of these materials with other organizations, in whole or in part, including the posting of any materials on or accessed via the Internet or through social media of any kind, without written permission from TFS, is strictly prohibited by law.

Due to the many Fort Worth ISD factors outside the control of TFS, there are no guarantees of performance made or implied regarding the use of Education with Purpose® and the Career Tree®.

David, we are looking forward to moving ahead with this strategy and having the opportunity to thoroughly delight you, your entire organization, and your students. If we can be of any further assistance to you, please call Kristy Warrell or myself at 330.840.2680 at any time. We truly appreciate this opportunity to work closely with you!



Mark C. Perna  
Founder/Author

Friday, February 22, 2019  
**PROPOSAL**

Fort Worth ISD  
100 N. University  
Fort Worth, TX 76107  
David Saenz

Dear David,

It is with great pleasure that I present you this proposal with information and pricing regarding our ability to partner with Fort Worth ISD in the long-term delivery of high-quality products and services.

Description	Quantity	Unit Price	Total Amount Due
Annual Renewal 1-Year (21 high schools) .....	1 .....	\$4,800.00 .....	\$4,800.00
Annual Renewal 1-Year (23 middle schools).....	1 .....	\$2,400.00 .....	\$2,400.00
<b>TOTAL DUE .....</b>			<b>\$7,200.00</b>

**Terms and Conditions:** Upon receipt of the Initial Development Fee, Tools for Schools (TFS) will grant Fort Worth ISD the right to use the phrases "Education with Purpose®" and "Career Tree®" along with all materials, strategies, best practices, images, classroom tools, curriculum guides, online resources, and additional materials available from TFS as they relate to the Career Tree® and Education with Purpose® until June 30, 2020. The Annual Limited Use License Fee has been waived for the fiscal year 2018. Your organization will be invoiced for the current renewal fee for each subsequent renewal period at the beginning of your fiscal year.

This year's one-time Initial Development Fee and all future years' Annual Renewal Fees do not include the cost for any professional development, continuing implementation support, additional classroom tools, or printed worksheets and marketing materials required, and therefore any needed additional products and services will be at an additional cost and must be designed, produced, and provided exclusively by TFS. No other company or entity has the right or permission to design, produce, or deliver implementation support, professional development, or materials covered by this Annual Limited Use License.

The Education with Purpose® and Career Tree® name, image, and strategies are trademarks and copyrights of Mark C. Perna and TFS. Any use of this intellectual property, in whole or in part, without permission is strictly prohibited by law. To maintain continued access to and use of these phrases and materials, the current Annual Renewal Fee must be paid at the start of each fiscal year. TFS reserves the right to adjust fees as needed.

Except where they apply to Fort Worth ISD, any use by, duplication of, or sharing of these materials with other organizations, in whole or in part, including the posting of any materials on or accessed via the Internet or through social media of any kind, without written permission from TFS, is strictly prohibited by law.

Due to the many Fort Worth ISD factors outside the control of TFS, there are no guarantees of performance made or implied regarding the use of Education with Purpose® and the Career Tree®.

David, we are looking forward to moving ahead with this strategy and having the opportunity to thoroughly delight you, your entire organization, and your students. If we can be of any further assistance to you, please call Kristy Warrell or myself at 330.840.2680 at any time. We truly appreciate this opportunity to work closely with you!

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE THE PROPOSED BOARD OF EDUCATION MEETING DATES FOR THE 2019-2020 SCHOOL YEAR**

**BACKGROUND:**

The Board of Education approves meeting dates in advance in an effort to allow the District and public greater visibility with regards to scheduling and preparation of all District events.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Proposed Board Of Education Meeting Dates For The 2019-2020 School Year
2. Decline to Approve The Proposed Board Of Education Meeting Dates For The 2019-2020 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Proposed Board Of Education Meeting Dates For The 2019-2020 School Year

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

None

**VENDOR:**

N/A

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board of Education

**RATIONALE:**

Approval of the proposed 2019-2020 school year meeting dates allows the District and public greater visibility with regards to scheduling and preparation of all District events.

**INFORMATION SOURCE:**

Karen Molinar



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

## BOARD OF EDUCATION MEETING DATES 2019-2020 School Year

August 13, 2019	Regular Public Comment	
August 27, 2019	Regular Public Comment	
September 10, 2019	Regular Public Comment	
September 24, 2019	Regular Public Comment	
October 8, 2019	Regular Public Comment	
October 22, 2019	Regular Public Comment	
November 5, 2019	Reserved for Work Session	If needed
November 12, 2019	Regular Public Comment	
December 10, 2019	Regular Public Comment	
January 28, 2020	Regular Public Comment	
February 13, 2020	Regular Public Comment	
February 25, 2020	Regular Public Comment	
March 17, 2020	Reserved for Work Session	If needed
March 24, 2020	Regular Public Comment	
April 14, 2020	Regular Public Comment	
April 21, 2020	Reserved for Work Session	If needed
April 28, 2020	Regular Public Comment	
May 12, 2020	Regular Public Comment	
May 19, 2020	Reserved for Work Session	If needed
May 26, 2020	Regular Public Comment	
June 9, 2020	Reserved for Work Session	If needed
June 16, 2020	Regular Public Comment	
June 23, 2020	Regular Public Comment	
July 14, 2020	Regular Public Comment	

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE NAMING THE SOFTBALL FIELD AT DIAMOND HILL-JARVIS HIGH SCHOOL AFTER COACH ELAINE WEST**

**BACKGROUND:**

Coach Elaine West was instrumental in incorporating girls' softball into Fort Worth ISD and was the first girls' softball coach at Diamond Hill. Coach West's journey began in 1999 when she became the first Lady Eagle softball coach at Diamond Hill-Jarvis High School. Coach West went on to coach the Lady Eagles for 20 years and served the District for over 29 years. Her career included two district championships and five playoff appearances. Coach West coached several teams to district titles and playoff appearances, but those accolades are just a very small part of what she played in the lives of all her players. Coach West was a role model for not only her players but the coaches who she worked with over the years. Coach West represented the district and her school with professionalism at the highest level.

The faculty, staff and community are requesting the softball field at Diamond Hill-Jarvis High School be named after such an individual, Coach Elaine West.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve naming the softball field at Diamond Hill-Jarvis High School after Coach Elaine West
2. Decline to Approve naming the softball field at Diamond Hill-Jarvis High School after Coach Elaine West
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve naming the softball field at Diamond Hill-Jarvis High School after Coach Elaine West

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable



**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

**RATIONALE:**

Board Policy CW(LOCAL) allows schools or a portion of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in a recognized field, such as education, science, medicine, law, art, governance, business, justice, civil rights, or military achievement.

**INFORMATION SOURCE:**

Karen Molinar  
Jerry Moore

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE HEALTH AND HUMAN SERVICES COMMISSION AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**BACKGROUND:**

FWISD Early Childhood Department has obtained a Community Partnership grant from the Texas Education Agency (TEA) to improve early literacy and family and community engagement in five schools in the 76119 area listed below. As a part of this effort, districts are required to partner with other government agencies to ensure that families have access to needed services to provide for safe and healthy students who enter school ready to learn. HHSC has developed their Community Partner program to enable other governmental and private non-profit organizations to assist families with online applications for state assistance, and this MOU defines this partnership.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Memorandum Of Understanding between the Health and Human Services Commission and Fort Worth Independent School District
2. Decline to Approve Memorandum Of Understanding between the Health and Human Services Commission and Fort Worth Independent School District
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum Of Understanding between the Health and Human Services Commission and Fort Worth Independent School District

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

NONE

**VENDOR:**

NONE

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Early Learning Department  
A.M. Pate Elementary School  
Christine C. Moss Elementary School  
Clifford Davis Elementary School  
Harlean Beal Elementary School  
Sunrise-McMillan Elementary School

**RATIONALE:**

Through a Texas Education Agency Community Partnership grant, we have had a broad stakeholder engagement campaign since September 2018 to develop a clear vision for improving early literacy and kindergarten readiness in the area of five schools in the 76119 zip code: A.M Pate, Christene C. Moss, Clifford Davis, Harlean Beal, and Sunrise-McMillan. One of the needs frequently expressed in the community and at the schools was better understanding of, and access to, community and state services. The HHSC Community Partner Program will allow FWISD to assist families with online applications for the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid, Long-term Care Services program (LTC), and Children’s Health Insurance Programs (CHIP). This will increase our students' readiness to learn by providing families with improved access to nutrition, health, and other family supports.

**INFORMATION SOURCE:**

Charles Carroll  
Cheryl Mixon  
Tracy Marshall

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
HEALTH & HUMAN SERVICES COMMISSION  
AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
FOR**

**Online Community-Based Application Assistance Services through the [YourTexasBenefits.com](http://YourTexasBenefits.com)**

**For**

**Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families,  
Medicaid, CHIP, Long-Term Care Services programs**

THIS Memorandum of Understanding (“MOU”) is entered into between the HEALTH AND HUMAN SERVICES COMMISSION (“HHSC”), an administrative agency within the executive department of the State of Texas with its central office at 4900 North Lamar Boulevard, Austin Texas, 78751 and the *Fort Worth Independent School District*. (“CP”) having an office at *100 N. University Drive, SW 204, Fort Worth, TX 76107*, for the purpose of providing online community-based application assistance ("Community Partner Program") in connection with the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid, Long-term Care Services program (LTC), and Children’s Health Insurance Programs (CHIP), collectively referred to in this MOU as "HHSC Programs." HHSC and CP may be referred to in this MOU individually as “Party” or collectively as “Parties.”

**I. PURPOSE**

The Community Partner Program (CPP) is a collaboration between HHSC and a statewide network of government, faith- and community-based, and other social service organizations called Community Partners (CP). The purpose of the CPP is to help people apply for and manage their HHSC Programs benefits (food, cash, and healthcare) online using “[YourTexasBenefits.com](http://YourTexasBenefits.com).” It also strengthens HHSC’s relationships with local communities and organizations across Texas.

**II. GOALS**

The Community Partner Program aims to:

- Simplify the online application process for people to get HHSC Program benefits with the help of local community organizations.
- Allow people to apply for and manage their HHSC benefits from any device that has internet connection, such as a computer or tablet.
- Provide places, outside of HHSC eligibility offices, for people to apply for HHSC Programs benefits online.
- Strengthen community relationships.
- Allows Community Partners to have the ability to see how many people they are helping.

### III. AUTHORITY

The Parties enter this MOU under Texas Government Code Chapter 531, Subchapter S, §531.751 *et seq.*

HHSC is allowed to release confidential information from SNAP, TANF, Medicaid, and CHIP programs, based upon the individual's agreement or as allowed by 7 C.F.R. §272 (SNAP); 45 C.F.R. §205.50 (TANF); 42 C.F.R. §§431.300 *et. seq.* (Medicaid); and 42 C.F.R. §457.1110 (CHIP).

### IV. PARTNER LEVELS

Under this MOU, the CP will automatically enroll in the Community Partner Program as a Level 1 Partner. The CP may choose to provide Level II Partner Services, described below; however, if HHSC approves the CP to provide Level II Partner Services, then all requirements of the Level II Partner Services will apply.

#### ***Level I (Self-Service Site)***

The CP will provide use of a device that has internet connection, such as a computer or tablet, for people to apply online for HHSC Programs using the "[YourTexasBenefits.com](http://YourTexasBenefits.com)" website. People already getting benefits will also be able to manage their HHSC Programs benefits online. The CP may agree to provide any of the following additional equipment to the people they help: printer, copy machine, fax machine, telephone, or document scanner. When the CP helps people with Level I Services, the CP is not acting on behalf of HHSC. The CP may not use information from the "[YourTexasBenefits.com](http://YourTexasBenefits.com)" online application website for the CP's benefit.

#### ***Level II (Assistance-Service Site)***

In addition to Level 1 Services, the CP will have its employees, agents, staff, volunteers, or subcontractors help people to understand and complete the online application process. The CP will give the Level II services after getting the person's written agreement on an agreement form approved by the HHSC. CPs cannot approve or deny benefits; this is decided by HHSC only. When the CP helps people with Level II Services, the CP is not acting on behalf of HHSC. The CP may not use the information from the "[YourTexasBenefits.com](http://YourTexasBenefits.com)" online application website for the CP's benefit.

### V. AGREEMENT

Community-based organizations that agree to be a Community Partner, will help people to apply for, update, and renew their benefits at [YourTexasBenefits.com](http://YourTexasBenefits.com). If the CP has many sites that will be part of the program, the CP will give HHSC a list of those sites, and the names of the sites' staff and volunteers; and agrees to make sure their sites follow this MOU's requirements. Additionally, if Level II services are given, the CP agrees to follow the Security and Privacy Agreement (SPA).

For this MOU, the Health and Human Services benefits programs include SNAP, TANF, Medicaid, LTC, CHIP, and any other public assistance benefits program that a person may apply for using the HHSC online application through the "[YourTexasBenefits.com](http://YourTexasBenefits.com)" website.

By signing this MOU, the CP agrees to provide Level I or Level II Services for the duration of this MOU. The CP understands and agrees that the CP, its employees, agents, staff, volunteers, or subcontractors will need HHSC's agreement to provide Level II services.

The CP, its employees, agents, staff, volunteers, or subcontractors will be responsible for completing the required trainings and background checks for Level II services.

## **VI. HHSC STATEMENT OF DUTIES:**

Throughout the duration of this MOU, HHSC will provide the CP with the following:

- a) The initial training and yearly training updates for the CP, its employees, agents, staff, volunteers, or subcontractors, as needed, on the use of the [YourTexasBenefits.com](http://YourTexasBenefits.com) website, the CPP, and general information about HHSC's Programs;
- b) For CPs giving Level II services, HHSC will train its employees, agents, staff, volunteers, or subcontractors on application assistance procedures, trainings on keeping people's information safe, including the requirements of the Security and Privacy Agreement (SPA), as applicable, and any other training that HHSC thinks is necessary;
- c) For CPs giving Level II services, HHSC will certify the CPs employees as YourTexasBenefits.com Navigators after they finish the required training;
- d) HHSC will record all of the CP's training on HHSC's Community Partner Program website;
- e) Promotional materials such as the HHSC signage, applications, and brochures;
- f) A way for CPs to request information, technical support, or training from HHSC as needed; and
- g) List the CP, and the services it provides, on the [YourTexasBenefits.com](http://YourTexasBenefits.com) website so people can find where to apply for benefits.

## **VII. CP STATEMENT OF DUTIES:**

### **a) Service Duties.**

The CP, in support of the HHSC's efforts to give people information about and use of its social service programs through the [YourTexasBenefits.com](http://YourTexasBenefits.com) website, will:

- i) Allow free use of a device that has internet connection, such as a computer or tablet, for the person to use [YourTexasBenefits.com](http://YourTexasBenefits.com) website.
- ii) Prominently display "And Justice for All" Civil Rights poster, and other appropriate HHSC Programs materials, such as HHSC signage, applications, and brochures;
- iii) Make sure that all employees, agents, staff, volunteers, or subcontractors acting on behalf of the CP are trained each year on use of the "[YourTexasBenefits.com](http://YourTexasBenefits.com)" website;

- iv) Tell people about other programs, such as the 2-1-1 Texas Information Referral Network (TIRN) as it applies to the person's needs.
- v) Agree to HHSC monitoring of the CP's sites and activities as needed to make sure CPs meet contractual obligations;
- vi) Keep records of client consent forms, lists of employees, agents, staff, volunteers, or subcontractors certified or authorized to help people who use the "YourTexasBenefits.com" website. Keep records, for a period of up to seven years, of the initial and annual trainings of employees, agents, staff, volunteers, or subcontractors as defined in subsection (c)(iii) below.

CPs providing Level II services will provide the following additional services:

- vii) Volunteers or staff to help people apply for or manage the persons' existing HHSC Programs benefits, using YourTexasBenefits.com;
- viii) Get the individual's agreement for the services on a signed and valid HHSC approved consent form; and
- ix) Make sure all employees, agents, staff, volunteers, or subcontractors are trained each year on issues of information security, confidentiality, and any other appropriate training that HHSC thinks is necessary.

**b) Compliance Duties.**

- i) To the degree that it applies, the CP is responsible to comply with all laws, regulations, and administrative rules that control how the CP provides the level of services it agrees to under this MOU, including but not limited to, all state and federal tax laws, employment laws, regulatory requirements, and licensing provisions.
- ii) To the degree that it applies, the CP agrees to make sure that each of its employees, agents, staff, volunteers, or subcontractors are properly licensed, certified, trained, or have the proper permits to give services related to the level of services agreed to under this MOU.
- iii) To the degree it applies, the CP guarantees that the level of services agreed to under this MOU comply with all applicable federal, state, and county laws, regulations, codes, ordinances, guidelines, and policies. The CP will indemnify HHSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from, or in connection with, the CP's failure to comply with or commit a violation of any such law, regulation, code, ordinance, or policy.
- iv) The CP will make sure that all of its employees, agents, staff, volunteers, or subcontractors get a signed consent form from the person getting assistance before accessing any confidential client information.

**c) Security and Confidentiality Duties.**

The requirements outlined in this section apply only to Level II Partners.



- i) Neither the CP nor HHSC are the Business Associate of the other, as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, et seq.,(Act) and regulations adopted under that Act. The CP is solely acting on behalf of the individuals it provides Level II Services, based on the consent of those individuals described above.
- ii) The CP agrees that the information it receives based on the person's consent for assistance for Level II services is highly confidential and sensitive. Some of the HHSC information may also be highly confidential. The CP agrees that the CP, its employees, agents, staff, volunteers, or subcontractors that give the Level II services under this MOU will treat all individual and HHSC information it receives as confidential.
- iii) The CP will receive, keep, retain, change, record, store, destroy, or otherwise hold, use, or give confidential information only in a secure manner. For this MOU, a secure manner means that the confidential information is made to be unusable, unreadable and indecipherable by unauthorized persons through either encryption or destruction of that information so that the confidential information cannot be read or otherwise reconstructed. For example, the CP will require and ensure that all browser activity and history be cleared and deleted between the use of each person that the CP assists under Level II Services, and all paper copies of the person's information are properly kept and destroyed in a private and secure manner.
- iv) The CP will immediately report to HHSC any actual, potential, or attempted unauthorized access, use, disclosure, change, loss, or destruction of confidential information, which has the possibility for risking the confidentiality, integrity, or availability of the confidential information (collectively an "Incident"). The CP will work fully with HHSC to investigate any such unauthorized receiving of, access, use, or release, or suspected or possible unauthorized receiving of, access, use, or release of confidential information as HHSC states is necessary. The CP must work with HHSC at the time the Incident is discovered and continues as long as activity related to the investigation continues, and until all effects of the Incident are resolved to satisfy HHSC.
- v) The CP will make sure its officers, directors, employees, agents, staff, volunteers, or subcontractors are properly trained and educated and annually retrained on the importance of protecting confidential information and information security and promptly reporting any Incident.
- vi) The CP agrees that any and all unauthorized releases or uses of the individuals' confidential information or HHSC's confidential information may cause immediate and permanent harm to those individuals or HHSC and may be a violation of state or federal laws. If the CP, its officers, directors, employees, agents, staff, volunteers, or subcontractors should use or release such confidential information to others without the person's or HHSC's consent, HHSC will immediately be allowed injunctive relief or any other remedies that HHSC may have under law or equity without allowing for a time for the CP to fix the problem.
- vii) It is a breach of this MOU for any person other than the individual to obtain confidential information without a signed consent form. It is also a breach of state and federal laws and regulations regarding confidential information and information security to obtain such information without signed consent forms.

## VIII. CIVIL RIGHTS

To the extent applicable, the CP agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
  - The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- a) The CP agrees to comply with all applicable amendments to the above-referenced laws, and all applicable requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- b) To the extent applicable, the CP agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting the CP from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of individuals in its programs, benefits, or activities on the basis of national origin. The CP agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
- c) The CP agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.
- d) The CP agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- e) The CP agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f) Upon request, the CP will provide the HHSC with copies of all of the CP's civil rights policies and procedures.

- g) The CP must notify the HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

## IX. MUTUAL RESPONSIBILITIES

HHSC and the CP will communicate to make sure the responsibilities described in the MOU are carried out. The CP and HHSC will work together to help people who are able to get HHSC benefits through the YourTexasBenefits.com website.

## X. TERM OF AGREEMENT

This MOU is effective upon the date of execution through *February 28<sup>th</sup>, 2023* unless terminated earlier under the terms of this MOU.

## XI. TERMINATION OF AGREEMENT

**Termination Without Cause.** This MOU may be ended by either Party without a specific reason when one Party gives the other Party 30 day's written notice that it wants the MOU to end.

**Notice of Breach and Termination for Cause.** If a Party fails to meet a requirement of this MOU, the other Party will give notice of that failure to the Party not meeting the requirement. After 30 days of receiving the notice, and the failure is not fixed by the Party that failed to meet a requirement under the MOU to the other Party's satisfaction, then the other Party may end this MOU by giving notice of termination upon the Party that did not meet the requirements, and that notice will immediately end this MOU.

A prohibited release of Social Security Numbers, of client information, or confidential information, or a break in information security requirements will be a reason for the immediate end of this MOU.

**Nonwaiver.** If either Party fails to insist on the other Party carrying out any term or condition of this MOU or to use any right or privilege under this MOU, that failure will not be determined to be a continuing or future waiver of such term, condition, right, or privilege.

## XII. NOTICES

All written notices, requests, and communications, unless specifically required to be given in a specific way, may be sent to the address or fax number below, by one of the following ways: (1) delivered in

person, and getting signature showing that the delivery was made; (2) sent by a recognized overnight delivery service, such as Fed Ex or UPS, and getting a signature showing that the delivery was made; (3) sent by certified mail, and getting a signature showing that the delivery was made; or (4) sent by fax, and a document showing the date and time the fax was sent. Either Party may at any time give notice in writing to the other Party of a change of address or telephone or fax number.

To the CP:

Elsie Schiro - CFO  
100N. University Drive, SW 204  
Fort Worth, TX 76107  
Telephone: (817) 814-2280  
Telefacsimile:  
E-Mail: [elsie.schiro@fwisd.org](mailto:elsie.schiro@fwisd.org)

To the HHSC:

Texas Health and Human Services Commission  
Neva Price  
909 W. 45th Street, Bldg. 5, MC: 2077  
Austin, Texas 78751  
Telephone: 512-206-5208  
Telefacsimile: 512-206-5538  
Email: [CPP@hhsc.state.tx.us](mailto:CPP@hhsc.state.tx.us)

### **XIII. MISCELLANEOUS**

#### **a) Amendment**

This MOU may be amended or changed by the agreement of both Parties at any time during its duration. Amendments to this MOU must be in writing and signed by the Parties. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on HHSC unless HHSC approves in writing.

#### **b. Assignment**

Neither Party shall assign any right, benefit, or duty under this MOU without getting the other Party's written agreement.

#### **c. No Waiver of Sovereign Immunity**

The Parties agree that there is nothing in this MOU that is meant to be a waiver by HHSC or the State of Texas of any immunities from suit or from liability that HHSC or the State of Texas may have by operation of law.

**d. Governing Law and Venue**

This MOU is governed by the laws of the State of Texas and interpreted under Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Travis County, Texas.

**e. Counterparts; Electronic Transmission**

This MOU may be signed by each Party individually, and each signature page will be made a part of the original agreement, and all will be considered a single agreement. Any counterpart signature to this MOU that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this MOU.

**f. Entire Agreement**

This document represents the entire agreement between the Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

**IN WITNESS WHEREOF**, this MOU has been signed by an authorized representative of each Party, to be effective as of the Effective Date.

**TEXAS HEALTH AND HUMAN  
SERVICES COMMISSION**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

NAME: Elisa M. Hendricks

NAME: Elsie Schiro

TITLE: Associate Commissioner

TITLE: CFO

Date \_\_\_\_\_

Date \_\_\_\_\_

**CONSENT AGENDA ITEM  
BOARD MEETING  
APRIL 9, 2019**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED  
MARCH 31, 2019**

**BACKGROUND:**

The 2018-2019 Consolidated General Fund Budget was initially adopted on June 26, 2018 and last amended through the period ended February 28, 2019. During the month of March 2019, requests were made by campuses and departments to transfer funds between functions for the General Operating Fund (199), as reflected on the spreadsheet provided. All requests are necessary in the normal course of District operations.

Once amendments have Board approval, they will be posted to the General Ledger.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment for the period ended March 31, 2019
2. Decline to Approve Budget Amendment for the period ended March 31, 2019
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Budget Amendment for the period ended March 31, 2019

**FUNDING SOURCE**

*Additional Details*

General Fund

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Campuses and Departments as necessary

**RATIONALE:**

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision comply with legal requirements.

**INFORMATION SOURCE:**

Elsie Schiro  
David Johnson

**Consolidated General Fund  
Budget Amendments 2018-2019  
For The Period Ended March 31, 2019**

	<b>Consolidated General Fund 2018-2019 Amended Budget 2/28/2019</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2018-2019 Amended Budget 3/31/2019</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	\$394,604,221		\$394,604,221
5800 State Revenue	345,621,308		345,621,308
5900 Federal Revenue	15,000,000		15,000,000
7900 Other Sources	0		0
<b>Total Revenue &amp; Other Sources</b>	<b>\$755,225,529</b>	<b>\$0</b>	<b>\$755,225,529</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$468,041,873	\$7,796	\$468,049,669
12 Instruction Resources and Media Services	\$11,717,256	(\$1,650)	\$11,715,606
13 Curriculum and Instructional Staff Development	\$10,507,613	(\$164,371)	\$10,343,242
21 Instructional Administration	\$14,589,573	\$68,671	\$14,658,244
23 School Administration	\$49,871,557	\$23,194	\$49,894,751
31 Guidance and Counseling Services	\$45,160,386	\$17,030	\$45,177,416
32 Social Work Services	\$5,270,473	\$0	\$5,270,473
33 Health Services	\$10,579,937	(\$725)	\$10,579,212
34 Student Transportation	\$18,550,080	\$0	\$18,550,080
35 Food Services	\$318,624	(\$4,000)	\$314,624
36 Cocurricular/Extracurricular Activities	\$15,466,204	\$36,909	\$15,503,113
41 General Administration	\$20,539,097	\$0	\$20,539,097
51 Plant Maintenance and Operations	\$81,270,050	(\$6,700)	\$81,263,350
52 Security and Monitoring Services	\$12,111,570	\$6,300	\$12,117,870
53 Data Processing Services	\$15,639,609	\$0	\$15,639,609
61 Community Services	\$5,338,865	\$17,546	\$5,356,411
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$4,766,875	\$0	\$4,766,875
95 Payments to Juvenile Justice Alt Ed Program	\$142,500	\$0	\$142,500
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$3,100,000	\$0	\$3,100,000
<b>Total Budgeted Expenditures</b>	<b>\$792,982,142</b>	<b>\$0</b>	<b>\$792,982,142</b>
<b>Total Deficit</b>	<b>(\$37,756,613)</b>		<b>(\$37,756,613)</b>
Beginning Fund Balance (Audited)	213,282,187		213,282,187
Fund Balance-Ending (Unaudited)	<b>\$175,525,574</b>		<b>\$175,525,574</b>



		March 31, 2019 Budget Amendment		
		Increase	Decrease	Net Effect
Object 5700 5800 5900	Revenue			
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Expenses</b>				
Function				
11	Campus/Dept. normal course of District operations	7,796		
	<b>Overall effect on Function 11</b>	<b>7,796</b>	<b>0</b>	<b>7,796</b>
12	Campus/Dept. normal course of District operations		1,650	
	<b>Overall effect on Function 12</b>	<b>0</b>	<b>1,650</b>	<b>(1,650)</b>
13	Transfer to correct funtion for cte teacher stipends		158,000	
	Campus/Dept. normal course of District operations		6,371	
		<b>0</b>	<b>164,371</b>	<b>(164,371)</b>
21		60,000		
	Campus/Dept. normal course of District operations	8,671		
	<b>Overall effect on Function 21</b>	<b>68,671</b>	<b>0</b>	<b>68,671</b>
23	Transfer to fund prof dev travel for administrative staff at VPA Stem	10,000		
	Campus/Dept. normal course of District operations	13,194		
	<b>Overall effect on Function 23</b>	<b>23,194</b>	<b>0</b>	<b>23,194</b>
31	Campus/Dept. normal course of District operations	17,030		
	<b>Overall effect on Function 31</b>	<b>17,030</b>	<b>0</b>	<b>17,030</b>
33	Campus/Dept. normal course of District operations		725	
	<b>Overall effect on Function 33</b>	<b>0</b>	<b>725</b>	<b>(725)</b>
35	Campus/Dept. normal course of District operations		4,000	
	<b>Overall effect on Function 35</b>	<b>0</b>	<b>4,000</b>	<b>(4,000)</b>
36	Transfer for student travel for special education	22,005		
	Transfer for student travel for UIL event	14,368		
	Campus/Dept. normal course of District operations	536		
	<b>Overall effect on Function 36</b>	<b>36,909</b>	<b>0</b>	<b>36,909</b>
51	Campus/Dept. normal course of District operations		6,700	
	<b>Overall effect on Function 51</b>	<b>0</b>	<b>6,700</b>	<b>(6,700)</b>
52	Campus/Dept. normal course of District operations	6,300		
	<b>Overall effect on Function 52</b>	<b>6,300</b>	<b>0</b>	<b>6,300</b>
61	Campus/Dept. normal course of District operations	17,546		
	<b>Overall effect on Function 61</b>	<b>17,546</b>	<b>0</b>	<b>17,546</b>
	<b>Total</b>	<b>177,446</b>	<b>177,446</b>	<b>0</b>

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

## SUMMARY OF 2018-2019 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND

	ORIGINAL	ADD/ SUBTRACT	7/31/18	ADD/ SUBTRACT	8/31/18	ADD/ SUBTRACT	REVISED 9/30/18	ADD/ SUBTRACT
<b>Resources (Inflows):</b>								
5700 Local and Intermediate Sources	\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221	
5800 State Program Revenues	\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308	
5900 Federal Program Revenues	\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000	
7900 Other Financing Sources								
<b>Amounts Available for Appropriations</b>	755,225,529		755,225,529		755,225,529		755,225,529	
<b>Charges to Appropriations (Outflows)</b>								
11 Instruction	468,095,619		468,095,619		468,095,619		468,875,482	72,773
12 Instructional Resources and Media Services	11,752,096		11,752,096		11,752,096		11,749,446	(18,293)
13 Curriculum Development and Instructional Personnel Development	10,724,997		10,724,997		10,724,997		10,473,059	6,126
21 Instructional Administration	14,694,461		14,694,461		14,694,461	7,000	14,701,461	(12,249)
23 School Administration	49,879,413		49,879,413		49,879,413	(814)	49,878,599	10,903
31 Guidance and Counseling Services	45,603,243		45,603,243		45,603,243	(550,945)	45,052,298	42,105
32 Attendance and Social Work Services	5,282,264		5,282,264		5,282,264	12,538	5,294,802	(61,454)
33 Health Services	10,596,551		10,596,551		10,596,551	39	10,596,590	(39,900)
34 Student (pupil) Transportation	24,470,800		24,470,800		24,470,800	(2,400,000)	22,070,800	(33,315)
35 Food Services	319,436		319,436		319,436	3,000	322,436	(1,100)
36 Cocurricular/Extracurricular Activities	15,481,375		15,481,375		15,481,375		15,481,375	(25,899)
41 General Administration	20,400,591		20,400,591		20,400,591	24,759	20,425,350	
51 Plant Maintenance and Operations	73,195,304		73,195,304		73,195,304	2,421,063	75,616,367	57,399
52 Security and Monitoring Services	12,099,214		12,099,214		12,099,214	2,476	12,101,690	(896)
53 Data Processing Services	14,599,731		14,599,731		14,599,731	(45,141)	14,554,590	3,800
61 Community Services	5,310,465		5,310,465		5,310,465	750	5,311,215	
71 Debt Service								
81 Facilities Acquisition & Construction	7,234,082		7,234,082		7,234,082		7,234,082	
95 Juvenile Justice Alternative Education	142,500		142,500		142,500		142,500	
97 Tax Increment Financing								
99 Other Intergovernmental Charges	3,100,000		3,100,000		3,100,000		3,100,000	
<b>Total Charges to Appropriations</b>	792,982,142		792,982,142		792,982,142		792,982,142	
Net Change in Fund Balance	(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)	
Fund Balance-Beginning (Audited)	213,282,187		213,282,187		213,282,187		213,282,187	
<b>Fund Balances-Ending (Unaudited)</b>	<b>\$175,525,574</b>		<b>\$175,525,574</b>		<b>\$175,525,574</b>		<b>\$175,525,574</b>	



REVISED 10/31/18	ADD/ SUBTRACT	REVISED 11/30/18	ADD/ SUBTRACT	REVISED 12/31/18	ADD/ SUBTRACT	REVISED 1/31/19	ADD/ SUBTRACT	REVISED 2/28/19	ADD/ SUBTRACT	REVISED 3/31/19
\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221
\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308
\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000
755,225,529		755,225,529		755,225,529		755,225,529		755,225,529		755,225,529
468,948,255	(24,633)	468,923,622	78,534	469,002,156	(106,996)	468,895,160	(853,287)	468,041,873	7,796	\$468,049,669
11,731,153	1,940	11,733,093	3,635	11,736,728	(7,591)	11,729,137	(11,881)	11,717,256	(1,650)	\$11,715,606
10,479,185	23,640	10,502,825	(9,410)	10,493,415	13,614	10,507,029	584	10,507,613	(164,371)	\$10,343,242
14,689,212	(19,873)	14,669,339	7,160	14,676,499	(74,806)	14,601,693	(12,120)	14,589,573	68,671	\$14,658,244
49,889,502	1,828	49,891,330	(71,234)	49,820,096	31,583	49,851,679	19,878	49,871,557	23,194	\$49,894,751
45,094,403	(13,993)	45,080,410	(1,800)	45,078,610	4,846	45,083,456	76,930	45,160,386	17,030	\$45,177,416
5,233,348	(800)	5,232,548		5,232,548	30,000	5,262,548	7,925	5,270,473		\$5,270,473
10,556,690	10,875	10,567,565	(25)	10,567,540	12,627	10,580,167	(230)	10,579,937	(725)	\$10,579,212
22,037,485		22,037,485	(37,405)	22,000,080	(3,450,000)	18,550,080		18,550,080		\$18,550,080
321,336		321,336	(3,826)	317,510	10,844	328,354	(9,730)	318,624	(4,000)	\$314,624
15,455,476	(2,884)	15,452,592		15,452,592	1,612	15,454,204	12,000	15,466,204	36,909	\$15,503,113
20,425,350	1,700	20,427,050		20,427,050	60,481	20,487,531	51,566	20,539,097		\$20,539,097
75,673,766	688	75,674,454	1,140,753	76,815,207	3,450,470	80,265,677	1,004,373	81,270,050	(6,700)	\$81,263,350
12,100,794	1,480	12,102,274	(2,000)	12,100,274	12,616	12,112,890	(1,320)	12,111,570	6,300	\$12,117,870
14,558,390	(18)	14,558,372	1,132,891	15,691,263	(50)	15,691,213	(51,604)	15,639,609		\$15,639,609
5,311,215	20,050	5,331,265	(750)	5,330,515	10,750	5,341,265	(2,400)	5,338,865	17,546	\$5,356,411
7,234,082		7,234,082	(2,236,523)	4,997,559		4,997,559	(230,684)	4,766,875		\$4,766,875
142,500		142,500		142,500		142,500		142,500		\$142,500
3,100,000		3,100,000		3,100,000		3,100,000		3,100,000		\$3,100,000
792,982,142		792,982,142		792,982,142		792,982,142		792,982,142		792,982,142
(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)
213,282,187		213,282,187		213,282,187		213,282,187		213,282,187		213,282,187
<b>\$175,525,574</b>		<b>\$175,525,574</b>		<b>\$175,525,574</b>		<b>\$175,525,574</b>		<b>\$175,525,574</b>		<b>\$175,525,574</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
APRIL 9, 2019**

**TOPIC: AMEND THE PREVIOUSLY APPROVED BOARD ITEM FOR A BUDGET AMENDMENT AND AUTHORIZATION TO PURCHASE FURNITURE, FIXTURES AND EQUIPMENT (FF&E) DURING 2019 IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On February 26, 2019, the Board of Education approved a budget amendment and authorized to purchase furniture, fixtures and equipment (FF&E) during 2019 in the 2013 Capital Improvement Program. An additional vendor Mission Restaurant Supply, needs to be included as an authorized vendor for the FF&E purchases. The not-to-exceed amount of \$164,804.00 will remain the same.

TEA	CAMPUS	AMOUNT from CAMPUS FF&E BUDGET
011	Trimble Tech High School	\$921.00
087	I M Terrell Academy for STEM & VPA	\$102,057.00
121	DeZavala Elementary School	\$43,826.00
SUBTOTAL		\$146,804.00
TEA	CAMPUS	AMOUNT from PROGRAM FF&E CONTINGENCY
011	Trimble Tech High School	\$18,000.00
SUB TOTAL		\$18,000.00
<b>GRAND TOTAL</b>		<b>\$164,804.00</b>

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Amend The Previously Approved Board Item for a Budget Amendment And Authorization To Purchase Furniture, Fixtures And Equipment (FF&E) During 2019 In The 2013 Capital Improvement Program
2. Decline to Approve Amend The Previously Approved Board Item for a Budget Amendment And Authorization To Purchase Furniture, Fixtures And Equipment (FF&E) During 2019 In The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Amend The Previously Approved Board Item for a Budget Amendment And Authorization To Purchase Furniture, Fixtures And Equipment (FF&E) During 2019 In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2013	681-81-XXXX-B43-XXX-99-000-000000	\$ 146,804.00
	681-81-XXXX-FFE-999-99-000-000000	\$ 18,000.00
	TOTAL	\$ 164,804.00

**COST:**

Not-to-Exceed \$164,804.00

**VENDOR:**

Wenger Corporation  
School Specialty Furniture & Equipment  
\*Mission Restaurant Supply

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 011 Green B. Trimble Technical High School  
TEA 087 I. M. Terrell Academy for STEM & VPA  
TEA 121 DeZavala Elementary School

**RATIONALE:**

The planned purchase of furniture, fixturers and equipment is needed to support the expansion of existing and new schools.

**INFORMATION SOURCE:**

Vicki Burris  
Elsie Schiro  
Gary Griffith

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR POLYTECHNIC HIGH SCHOOL ATHLETIC RENOVATION JOB# 009-011 (CSP #19-037) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 19-037) with the following schedule of events:

<b>Event</b>	<b>Date</b>
CSP Issued	Tuesday, February 19, 2019
Pre-Proposal Meeting	Tuesday, February 26, 2019
Proposals Due	Thursday, March 7, 2019
Evaluation Meeting	Wednesday, March 20, 2019

On March 7, 2019, the District received five CSPs from firms in response to the solicitation. Four of the proposals submitted were deemed responsive and compliant with the CSP requirements. On March 20, 2019 the four proposals were evaluated and ranked as follows:

1. Morales Construction Services, Inc.
2. Gilbert May dba Phillips/May Corp.
3. Northridge Construction Group, LLC
4. M-PAK Construction, Inc.

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Enter Into A Contract With A General Contractor For Polytechnic High School Athletic Renovation Job #009-011 (CSP #19-037) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A General Contractor For Polytechnic High School Athletic Renovation Job #009-011 (CSP #19-037) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into A Contract With A General Contractor For Polytechnic High School Athletic Renovation Job #009-011 (CSP #19-037) In Conjunction With The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017	671-81-6629-B39-009-99-000-009011 - \$715,500.00
	671-81-6629-B40-009-99-000-009011 - \$35,775.00

**COST:**

Not To Exceed \$751,275.00

**VENDOR:**

Morales Construction Services, Inc.

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-037  
Number of Bid/Proposals Received: 5  
Number of Compliant Bid/Proposals Received: 4  
Joint Venture Firms: 0  
HUB Firms: 2



***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #009 Polytechnic High School

**RATIONALE:**

In accordance with Board Policy CV (LOCAL), the Superintendent selected competitive sealed proposals as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR DUNBAR HIGH SCHOOL RENOVATIONS JOB# 005-212 (RFQ #19-095) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Dunbar High School Renovation project with the following schedule of events:

First Advertisement	January 28, 2019
Second Advertisement	February 4, 2019
Pre-Proposal Conference – 10:00am CST	Thursday, February 7, 2019
Deadline for Questions – 2:00pm CST	Friday, February 8, 2019
Addendum Posted	Wednesday, February 13, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Thursday, February 21, 2019
Evaluation Meeting	Wednesday, February 27, 2019
Issue Step 2 to Short List (Schedule Interviews)	Wednesday, February 27, 2019
Receive Step 2 - GC’s & Fees	Monday, March 4, 2019
Interview Firms on Short List; Rank Submissions	Friday, March 8, 2019
Board Approval of CMAR Firm	April 9, 2019

The District received 12 Statements of Qualifications from the following Firms:

- Balfour Beatty Construction, LLC
- Con-Real LP
- Construction Zone of Texas LLC
- ICI Construction, Inc.
- JE Dunn – Phillips May JV
- Muckleroy & Falls
- Pogue Construction Co., LP
- Reeder General Contractors, Inc.
- Satterfield & Pontikes Construction, Inc.
- Steele & Freeman, Inc.
- Turner Construction Company
- W.B. Kibler Construction Co.

**Step I** – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Five (5) firms were selected to move on to the Step II process:

Balfour Beatty Construction, LLC  
JE Dunn – Phillips May JV  
Pogue Construction Co., LP  
Satterfield & Pontikes Construction, Inc.  
Turner Construction Company

**Step II** – The second step consisted of a Request for Proposal (“RFP”) process where the five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. JE Dunn – Phillips May JV
2. Turner Construction Company
3. Balfour Beatty Construction, LLC
4. Satterfield & Pontikes Construction, Inc.
5. Pogue Construction Co., LP

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

## **STRATEGIC GOAL:**

### **2-Improve Operational Effectiveness and Efficiency**

#### **ALTERNATIVES:**

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Dunbar High School Renovations Job# 005-212 (RFQ #19-095) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Dunbar High School Renovations Job# 005-212 (RFQ #19-095) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Dunbar High School Renovations Job# 005-212 (RFQ #19-095) In Conjunction With The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-005-99-000-005212

**COST:**

Not to Exceed \$45,000.00

**VENDOR:**

JE Dunn – Phillips May JV

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-095

Number of Bid/Proposals Received: 12

Number of Compliant Bid/Proposals Received: 12

Joint Venture Firms: 1

HUB Firms: 3

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 005 Dunbar High School

**RATIONALE:**

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR NORTH SIDE HIGH SCHOOL RENOVATIONS JOB# 008-203 (RFQ #19-098) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the North Side High School renovations project with the following schedule of events:

First Advertisement	February 4, 2019
Second Advertisement	February 11, 2019
Pre-Proposal Conference – 10:00am CST	Tuesday, February 12, 2019
Deadline for Questions – 2:00pm CST	Thursday, February 14, 2019
Addendum Posted	Monday, February 18, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Tuesday, February 26, 2019
Evaluation Meeting	Monday, March 4, 2019
Issue Step 2 to Short List (Schedule Interviews)	Monday, March 4, 2019
Receive Step 2 - GC’s & Fees	Monday, March 11, 2019
Interview Firms on Short List; Rank Submissions	Monday, March 18, 2019
Board Approval of CMAR Firm	April 9, 2019

The District received 11 Statements of Qualifications from the following Firms:

- Balfour Beatty Construction, LLC
- Cadence McShane Construction Company, LLC
- Con-Real LP
- JE Dunn – Phillips May JV
- J.S. Waltz Construction
- Pogue Construction Co., LP
- Reeder General Contractors, Inc.
- Satterfield & Pontikes Construction, Inc.
- Steele & Freeman, Inc.
- Turner Construction Company
- W.B. Kibler Construction Co.

**Step I**– The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Five (5) firms were selected to move on to the Step II process:

Cadence McShane Construction Company, LLC  
JE Dunn – Phillips May JV  
Pogue Construction Co., LP  
Satterfield & Pontikes Construction, Inc.  
Steele & Freeman, Inc.

**Step II**– The second step consisted of a Request for Proposal (“RFP”) process where the five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Steele & Freeman, Inc.
2. Cadence McShane Construction Company, LLC
3. Satterfield & Pontikes Construction, Inc.
4. JE Dunn – Phillips May JV
5. Pogue Construction Co., LP

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

## **STRATEGIC GOAL:**

### **2-Improve Operational Effectiveness and Efficiency**

#### **ALTERNATIVES:**

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For North Side High School Renovations Job# 008-203 (RFQ#19-098) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For North Side High School Renovations Job# 008-203 (RFQ#19-098) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For North Side High School Renovations Job# 008-203 (RFQ#19-098) In Conjunction With The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-008-99-000-008203

**COST:**

Not to Exceed \$12,729.00

**VENDOR:**

Steele & Freeman, Inc.

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-098

Number of Bid/Proposals Received: 11

Number of Compliant Bid/Proposals Received: 11

Joint Venture Firms: 1

HUB Firms: 1

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit



**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 008 North Side High School

**RATIONALE:**

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR EASTERN HILLS HIGH SCHOOL ADDITION/RENOVATIONS JOB# 006-202 (RFQ #19-102) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Eastern Hills High School addition/renovation project with the following schedule of events:

First Advertisement	February 11, 2019
Second Advertisement	February 19, 2019
Pre-Proposal Conference – 10:00am CST	Wednesday, February 20, 2019
Deadline for Questions – 2:00pm CST	Friday, February 22, 2019
Addendum Posted	Thursday, February 28, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Tuesday, March 5, 2019
Evaluation Meeting	Tuesday, March 12, 2019
Issue Step 2 to Short List (Schedule Interviews)	Tuesday, March 12, 2019
Receive Step 2 - GC’s & Fees	Tuesday, March 19, 2019
Interview Firms on Short List; Rank Submissions	Thursday, March 21, 2019
Board Approval of CMAR Firm	April 9, 2019

The District received nine Statements of Qualifications from the following Firms:

- Adolfson & Peterson Construction
- Cadence McShane Construction Company, LLC
- ICI Construction, Inc.
- JE Dunn – Phillips May JV
- Pogue Construction Co., LP
- Reeder General Contractors, Inc.
- Satterfield & Pontikes Construction, Inc.
- Steele & Freeman, Inc.
- Turner Construction Company

**Step I** – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Five (5) firms were selected to move on to the Step II process:

Cadence McShane Construction Company, LLC  
JE Dunn – Phillips May JV  
Pogue Construction Co., LP  
Satterfield & Pontikes Construction, Inc.  
Turner Construction Company

**Step II** – The second step consisted of a Request for Proposal (“RFP”) process where the five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Cadence McShane Construction Company, LLC
2. Satterfield & Pontikes Construction, Inc.
3. Pogue Construction Co., LP
4. JE Dunn – Phillips May JV
5. Turner Construction Company

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

## **STRATEGIC GOAL:**

### **2-Improve Operational Effectiveness and Efficiency**

#### **ALTERNATIVES:**

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Eastern Hills High School Addition/Renovations Job# 006-202 (RFQ #19-102) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Eastern Hills High School Addition/Renovations Job# 006-202 (RFQ #19-102) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Eastern Hills High School Addition/Renovations Job# 006-202 (RFQ #19-102) In Conjunction With The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-006-99-000-006202

**COST:**

Not to Exceed \$15,000

**VENDOR:**

Cadence McShane Construction Company, LLC

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-102

Number of Bid/Proposals Received: 9

Number of Compliant Bid/Proposals Received: 9

Joint Venture Firms: 1

HUB Firms: 1

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 006 Eastern Hills High School

**RATIONALE:**

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR SOUTHWEST HIGH SCHOOL RENOVATIONS JOB #014-212 (RFQ #19-105) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Southwest High School Renovations project with the following schedule of events:

First Advertisement	February 19, 2019
Second Advertisement	February 25, 2019
Pre-Proposal Conference – 10:00am CST	Wednesday, February 27, 2019
Deadline for Questions – 2:00pm CST	Monday, March 4, 2019
Addendum Posted	Tuesday, March 5, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Wednesday, March 20, 2019
Evaluation Meeting	Tuesday, March 26, 2019
Issue Step 2 to Short List (Schedule Interviews)	Tuesday, March 26, 2019
Receive Step 2 - GC’s & Fees	Friday, March 29, 2019
Interview Firms on Short List; Rank Submissions	Monday, April 1, 2019
Board Approval of CMAR Firm	April 9, 2019

The District received six Statements of Qualifications from the following Firms:

- Construction Zone of Texas LLC
- Imperial Construction, Inc.
- JE Dunn – Phillips/May JV
- Reeder General Contractors, Inc.
- Satterfield & Pontikes Construction, Inc.
- Turner Construction Company

**Step I** – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Three (3) firms were selected to move on to the Step II process:

**Step II**– The second step consisted of a Request for Proposal (“RFP”) process where the three (3) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Imperial Construction, Inc.
2. Satterfield & Pontikes Construction, Inc.
3. JE Dunn – Phillips/May JV

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Southwest High School Renovations Job# 014-212 (RFQ #19-105) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Southwest High School Renovations Job# 014-212 (RFQ #19-105) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Southwest High School Renovations Job# 014-212 (RFQ #19-105) In Conjunction With The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-014-99-000-014212

**COST:**

Not To Exceed \$24,000

**VENDOR:**

Imperial Construction, Inc.

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-105

Number of Bid/Proposals Received: 6

Number of Compliant Bid/Proposals Received: 6

Joint Venture Firms: 1

HUB Firms: 1

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #014 Southwest High School

**RATIONALE:**

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.



**INFORMATION SOURCE:**

Vicki Burris

**ACTION AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE SECOND READING-REVISION TO BOARD POLICIES  
CJA(LOCAL), FFAA(LOCAL) AND GKE(LOCAL)**

**BACKGROUND:**

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the District’s local policies are concerned. The Board of Trustees always has the final say regarding which policies go in the manual.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Second Reading-Revision to Board Policies CJA(LOCAL), FFAA(LOCAL) and GKE(LOCAL)
2. Decline to Approve Second Reading-Revision to Board Policies CJA(LOCAL), FFAA(LOCAL) and GKE(LOCAL)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading-Revision to Board Policies CJA(LOCAL), FFAA(LOCAL) and GKE(LOCAL)

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

All schools and departments

**RATIONALE:**

The approval of these policies will update the language as recommended by TASB and district personnel.

**INFORMATION SOURCE:**

Karen Molinar  
Jerry Moore  
Amanda Coleman



JULY 24, 2018

## Board Policy Update #111

### ➤ CJA(LOCAL): CONTRACTED SERVICES – CRIMINAL HISTORY

#### RATIONALE

This policy is recommended to be added. As permitted by law, text at Emergencies authorizes the district employee in charge of a facility to determine whether an employee of a contracting or subcontracting entity who does not have the required criminal history review, or who has a disqualifying conviction, will be permitted to enter the facility in an emergency.

Fort Worth ISD  
220905

CONTRACTED SERVICES  
CRIMINAL HISTORY

CJA  
(LOCAL)

**Emergencies**

In an emergency due to a health or safety concern, a reasonably unforeseeable situation, or other exigent circumstance, the District employee who is in charge of the facility shall be authorized to determine whether an employee of a contracting or subcontracting entity who does not have the required criminal history record information (CHR) review or who has a disqualifying conviction will be permitted to enter a District facility.

If allowed to enter the facility, the employee of the contracting or subcontracting entity shall be accompanied by a District employee at all times.



NOVEMBER 17, 2017

## Board Policy Update #109

### ➤ **FFAA(LOCAL): WELLNESS AND HEALTH SERVICES – PHYSICAL EXAMINATIONS**

#### **RATIONALE**

Pursuant to SB 1566, the board must adopt a policy requiring a school nurse to provide parents with notice that a child enrolled in a district elementary school has lice. The notice must be provided within 48 hours to the parent of a child with lice and within five school days to the parent of a child assigned to the same classroom as the child with lice. Recommended text to meet this requirement has been added to this policy.

Fort Worth ISD  
220905

WELLNESS AND HEALTH SERVICES  
PHYSICAL EXAMINATIONS

FFAA  
(LOCAL)

<b>UIL Participation</b>	A student desiring to participate in the UIL athletic program shall submit annually a statement from a health-care provider authorized under UIL rules indicating that the student has been examined and is physically able to participate in the athletic program.
<b>Additional Screening</b>	The District may provide additional screening as District and community resources permit.
<b>Referrals</b>	Parents of students identified through any screening programs as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies.
<b>Notice of Lice</b>	A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.





NOVEMBER 17, 2017

## Board Policy Update #109

- **GKE(LOCAL): COMMUNITY RELATIONS – BUSINESS, CIVIC, AND YOUTH GROUPS**

### RATIONALE

This local policy is recommended for inclusion in the district's policy manual to satisfy the requirement in SB 1566 for a board policy allowing a principal to provide a representative of a patriotic society an opportunity to speak to students during the school day. The policy must give the principal discretion over the date and time and allow the principal to limit the opportunity to a single school day and to limit the presentation to ten minutes. The statute requires the board to adopt the policy by the beginning of each school year, and it is our understanding that continuing implementation of a previously-adopted policy would meet that requirement.

Fort Worth ISD  
220905

COMMUNITY RELATIONS  
BUSINESS , CIVIC, AND YOUTH GROUPS

GKE  
(LOCAL)

A campus principal shall have the authority to offer a representative of a patriotic society an opportunity to speak to students during regular school hours about membership in the society.

The principal shall have discretion over the date and time of such visits and is authorized to limit this opportunity to a single school day and to limit a presentation by a patriotic society to ten minutes in length.

[For more information about patriotic societies, see GKD(LEGAL).]

**ACTION AGENDA ITEM  
BOARD MEETING  
April 9, 2019**

**TOPIC: APPROVE THE BUDGET AMENDMENT TRANSFERRING FUNDS TO  
SCHOOL CONSTRUCTION PROJECTS FROM ESCALATION FOR THE  
2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On July 17, 2018, the Board of Education (BOE) approved the budget for the 2017 Capital Improvement Program which reflected the allocation of revenues and expenditures that supported the proposition that was approved by the voters.

This modification is utilizing the escalation funds for proper scope allocation and recognizing the higher costs due to market conditions over time of delivery of projects as contrasted with the generation of the program budget. Therefore, it is necessary to transfer and use funds from the 2017 CIP Program Escalation.

Org No.	School Name	Current Budget	Changes	Revised Budget
001	Amon Carter-Riverside High School	48,187,902.00	6,320,065.00	54,507,967.00
002	Arlington Heights High School	51,329,625.00	3,487,290.00	54,816,915.00
003	South Hills High School	51,182,661.00	3,566,882.00	54,749,543.00
004	Diamond Hill Jarvis High School	28,512,553.00	2,348,522.00	30,861,075.00
005	Dunbar High School	32,932,975.00	2,302,762.00	35,235,737.00
006	Eastern Hills High School	46,764,698.00	5,776,527.00	52,541,225.00
008	North Side High School	34,090,276.00	2,641,831.00	36,732,107.00
009	Polytechnic High School	49,500,995.00	3,518,246.00	53,019,241.00
010	Paschal High School	40,054,076.00	4,855,628.00	44,909,704.00
011	Trimble Tech High School	39,328,489.00	5,243,272.00	44,571,761.00
014	Southwest High School	40,731,603.00	4,155,774.00	44,887,377.00
015	Western Hills High School	32,143,080.00	2,307,259.00	34,450,339.00
016	OD Wyatt High School	41,205,538.00	6,399,213.00	47,604,751.00
071	Benbrook Middle School/High School	27,328,394.00	3,085,678.00	30,414,072.00
082	Texas Academy of Biomedical Sciences	4,000,000.00		4,000,000.00
083	Young Men's Leadership Academy	34,763,490.00	4,677,408.00	39,440,898.00
084	World Languages Institute	1,000,000.00		1,000,000.00
171	Tanglewood Elementary School	5,817,073.00	410,194.00	6,227,267.00
176	Waverly Park Elementary School	2,340,510.00		2,340,510.00
229	New Elementary School #229	27,181,694.00	4,379,181.00	31,560,875.00
	Escalation	67,534,163.00	(65,475,732.00)	2,058,431.00
	Reimbursement Resolution	7,895,000.00		7,895,000.00
	Land	8,204,780.00		8,204,780.00
	Admin/Operational Costs	19,591,675.00		19,591,675.00
	Owners Representative Mobilization	318,530.00		318,530.00

	Other/Debt Costs	7,795,220.00		7,795,220.00
	2017 CIP Grand Total	749,735,000.00		749,735,000.00

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Budget Amendment Transferring Funds from the Escalation to School Construction Projects in the 2017 Capital Improvement Program
2. Decline to Approve the Budget Amendment Transferring Funds from the Escalation to School Construction Projects in the 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment Transferring Funds To School Construction Projects From the Escalation For The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B45-999-99-000-000000

**COST:**

The adjustment of budget between school construction projects and escalation will be made as indicated on the attached spreadsheet.

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

2017 Capital Improvement Program

**RATIONALE:**

The intent of this board agenda item is to present to the Board of Education the transfer of escalation funds for school construction projects in the 2017 Capital Improvement Program.

**INFORMATION SOURCE:**

Vicki Burris  
Danielle Aery

Fort Worth Independent School District  
 Capital Improvement Program 2017  
 Escalation Adjustments  
 April 9, 2019

Job Desc	Budget	Escalation Ajustments	Revised Budget After Escalation Adjustments
<b>2019 MAJOR PROJECTS</b>			
CARTER RIVERSIDE COMBINED	48,187,902	6,320,065	54,507,967
WYATT HS RENO	41,205,538	6,399,213	47,604,751
NEW YOUNG MENS LEADERSHIP ACAD	34,763,490	4,677,408	39,440,898
TANGLEWOOD NEW RELIEF LOCATION	27,181,694	4,379,181	31,560,875
DIAMOND HILL HS ADD/RENO	28,512,553	2,348,522	30,861,075
BENBROOK MS/HS ADD/RENO	27,328,394	3,085,678	30,414,072
NORTH SIDE HS ADD/RENO	34,090,276	2,641,831	36,732,107
DUNBAR HS RENO	32,932,975	2,302,762	35,235,737
WAVERLY PARK ES RENO	2,340,510	**0	2,340,510
EASTERN HILLS COMBINED	46,764,698	5,776,527	52,541,225
SOUTHWEST HS RENO	40,731,603	4,155,774	44,887,377
<b>2020 MAJOR PROJECTS</b>			
SOUTH HILLS HS ADD/RENO	51,182,661	3,566,882	54,749,543
ARLINGTON HEIGHTS HS ADD/RENO	51,329,625	3,487,290	54,816,915
POLY HS ADD/RENO	49,500,995	3,518,246	53,019,241
WESTERN HILLS HS ADD/RENO	32,143,080	2,307,259	34,450,339
TANGLEWOOD ES RENO	5,817,073	410,194	6,227,267
<b>2021 MAJOR PROJECTS</b>			
PASCHAL HS RENOVATION	40,054,076	4,855,628	44,909,704
TRIMBLE TECH HS RENO	39,328,489	5,243,272	44,571,761
TOTAL JOB RELATED COSTS	633,395,632	65,475,732	698,871,364
ESCALATION	67,534,163	-65,475,732	2,058,431
REIMBURSEMENT RESOLUTION	7,895,000		7,895,000
LAND	8,204,780		8,204,780
BIOMEDICAL SCIENCES	4,000,000		4,000,000
WORLD LANGUAGES INSTITUTE	1,000,000		1,000,000
ADMIN/OPERATIONAL COSTS	19,591,675		19,591,675
OWNERS REPRESENTATIVE MOBILIZATION	318,530		318,530
OTHER/DEBT COSTS	7,795,220		7,795,220
GRAND TOTAL	749,735,000	0	749,735,000
** Amended 2/12/19 Board Meeting added \$250,000 to this budget			