

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT


ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS


Telephone: (754) 321-2600

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January 13, 2014

TO: School Board Members

FROM: Shelley N. Meloni, R.A., NCARB, LEED® AP 
Task Assigned Chief Facilities & Construction Officer

VIA: Robert W. Runcie
Superintendent of Schools 

**SUBJECT: REVISION TO ITEM 1, AGREEMENT FOR PROFESSIONAL SERVICES,
JACOBS PROJECT MANAGEMENT CO., FACILITIES NEEDS
ASSESSMENT - PROJECT NUMBER P.001595, FOR THE JANUARY 14,
2014, SPECIAL SCHOOL BOARD MEETING**

Attached is a revision for Item 1, Agreement for Professional Services, Jacobs Project Management Co., Facilities Needs Assessment - Project Number P.001595, for the January 14, 2014, Special School Board Meeting.

Please replace Item 1 with the attached, revised Item 1.

Thank you.

RWR/SNM:djc
Attachment

c: Senior Leadership Team

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

REVISED

Meeting Date 1/14/14	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align:center; padding: 5px;">Open Agenda X Yes No</td> <td style="width:50%; text-align:center; padding: 5px;">Special Order Request Yes X No</td> </tr> </table>	Open Agenda X Yes No	Special Order Request Yes X No	Agenda Item Number 1
Open Agenda X Yes No	Special Order Request Yes X No			

TITLE:

Agreement for Professional Services
 Jacobs Project Management Co.
 Facilities Needs Assessment - Project Number P.001595

REQUESTED ACTION:
 Approve the use of the contract between Jacobs Project Management Co. ("Jacobs") and the Fort Bend Independent School District (FBISD) The School Board of Broward County, Florida, and authorize the Task Assigned Chief Facilities and Construction Officer to expend \$1,269,783 for Facilities Needs Assessment Services.

SUMMARY EXPLANATION AND BACKGROUND:
 The scope of this Agreement project is to conduct a comprehensive facilities condition and educational adequacy assessment of the District's facilities for the purpose of obtaining an objective status of physical and functional educational and administrative plant deficiencies. The data collected will provide the basis of current and future capital planning efforts. Jacobs Project Management Co., a national leader in facility needs assessments, will provide professional staff, expertise, guidance, training, and lead a team comprised of District subject matter experts in this collaborative data collection process.
 The scope of services is further explained in the attached Executive Summary (Exhibit 1) and as set forth in the Agreement for Professional Services between Jacobs Project Management Co. and the FBISD (Exhibit 2).
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
 The financial impact is \$1,269,783. The source of these funds is already identified in the Adopted District Educational Facilities Plan, Page 65 – Facilities/Capital Salaries & Program Management Fees.

EXHIBITS: (List)
 1. Executive Summary
 2. Agreement between Jacobs and the SBBC Award documents and Agreement for Professional Services dated January 22, 2013 between Jacobs Project Management Co. and Fort Bend Independent School District.
 3. Jacobs Project Management Co. proposal dated December 17, 2013
 4. The Impact of School Buildings on Learning
 5. Collaboration Form

BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:
	Michael Marchetti 754-321-1515
	Shelley N. Meloni 754-321-1933
	Denis Herrmann 754-321-0544
(For Official School Board Records' Office Only)	Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Shelley N. Meloni, Task Assigned Chief Facilities & Construction Officer
 Office of Facilities & Construction
 Approved in Open Board Meeting on:

By: _____ School Board Chair

EXECUTIVE SUMMARY

**Agreement for Professional Services
Jacobs Project Management Co.
Facilities Needs Assessment - Project Number P.001595**

PROJECT OVERVIEW:

Type of Contract:	Agreement for Professional Services (Other Agency "Piggyback")
Architect:	Not Applicable
Contractor:	Jacobs Project Management Co.
Notice to Proceed Date:	TBD
Bid Amount (Original Contract Amount):	\$1,269,783, not to exceed

GENERAL OVERVIEW:

OBJECTIVE:

Obtain accurate current physical plant structural and building system deficiencies as well as classroom infrastructure and relational supporting educational space deficiencies as measured against established District standards. Reconcile and merge the new data collected with existing facility needs data sources, such as the current Needs Assessment database, the ADA needs database, the memorialized projects list, the backlog of safety and design needs, and the current deferred maintenance backlog into a single asset tracking system. The new asset tracking software system, along with improved business processes, aligned to identify and track future physical plant requirements, will be the platform for objective and sustainable capital planning.

RATIONALE:

Ensure that the District's physical plant portfolio is functionally capable of providing the proper teaching and learning environment in support of the District's educational policies, goals, and vision. A considerable amount of research has been conducted on various national levels that has established a direct correlation to the condition of the physical plant and the success of the educational process. An example of this research is contained in a study conducted by the Miami Dade County Public Schools Research Services Department, Christie Blazer Supervisor, titled "The Impact of School Buildings on Learning". The research document is attached as Exhibit 4.

REMAINING PROJECT DELIVERABLES:

Jacobs' participation and compensation are based on the following scope of services and conditions related to a facility needs assessment of approximately 30,000,000 square feet of facilities, 1,700,000 square feet of portable buildings, at approximately 251 BCPS schools and support facilities.

1.0 Kick-off, Plan for Planning and Data Gathering

Jacobs will mobilize the project team immediately following an official Notice to Proceed. Planning efforts include gathering relevant project data and information, and finalizing the assessment approach and schedules. Jacobs will coordinate with Broward County Public School (BCPS) staff to create a site visit schedule and maximize incorporation of institutional knowledge into the assessment plan. During the planning phase, Jacobs will also deploy the M.A.P.P.S™ assessment and capital planning software for use in executing the assessment. This includes the establishment of the organization hierarchy and development of form packages for each facility to be assessed. Jacobs will assist BCSD in assembling and organizing relevant data. This data may include previous studies, floor plans, available CAD documentation, maintenance records, educational specifications, school evacuation plans, and teacher rosters. Jacobs will review the data provided and, as appropriate, incorporate it into the M.A.P.P.S™

**Agreement for Professional Services
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software that will serve as a starting point for this assessment.

2.0 CAD Conversion

Jacobs will utilize existing BCPS CAD floor plan drawings and space inventory data as source documents. These source plans contain architectural floor plans depicting the location of architectural components such as walls, doors, and some windows. The plans are schematic in nature and will be verified during facility walk-throughs to identify where source plans significantly differ from actual conditions. Resulting mark-ups will be incorporated into the CAD file so that an accurate schematic reflection of the school's layout is captured. The plans will then be manipulated so that they can be linked to the M.A.P.P.S™ database where room inventories will be linked to the corresponding space in the plans allowing the CAD software to calculate the space size for storage in the assessment database. Likewise, information about the space such as room number and use will be conveyed to the drawing and displayed through specialized routines programmed into the M.A.P.P.S™ application. The end result of this effort will be a live link between the space information within the drawings and the data associated with the rooms themselves from which an inventory of space within the facilities can be produced. The information obtained from the field verification and resulting space inventory calculations will be used during the Building Condition Assessment to refine areas for cost estimating.

3.0 Educational Framework

The process of developing the educational framework involves incorporating a number of board policies into the overall plan for BCPS. It is anticipated that the educational framework will address possible grade configuration changes, alternative educational programs, target school size, class size reduction, use of temporary buildings, and other requirement issues as may be appropriate for the plan. Jacobs shall develop an approach to identify policy issues, quantify the impact these policy decisions might have on school facilities, and build consensus among teachers, administrators, students and parents on the preferred facility options. The resulting educational framework will set the structure for educational standards development and assessment as part of the educational framework development process. Jacobs will facilitate a forum on the vision of education within the district. This vision session will be aimed at identifying trends in education, new directions or changes in the curriculum approach at BCPS, and facility impacts of these potential changes. Possible topics include classrooms of the future, prototypical designs, grade configurations, special learning areas, and alternative organizational concepts.

4.0 Educational Adequacy Assessment

Jacobs will assess the Educational Adequacy of the facilities by comparing inventoried facility components to standards developed and adopted in cooperation through the Florida Department of Education Ed Specs and BCPS Leadership, as described in the paragraph below. Educational adequacy assessors will collect information on the instructional spaces and overall school attributes for comparison to the standards prepared with BCPS stakeholders. The items that are correctable within normal repairs or renovations will be incorporated into the condition assessment database with associated costs and will reflect additional requirements over and above what is discovered by the condition assessment staff.

Standards Development:

A standards-based approach to the assessment will be followed to ensure objective and credible findings. These standards will include district input, the FDOE Ed Specs, and BCPS guidelines and requirements,

**Agreement for Professional Services
Jacobs Project Management Co.
Facilities Needs Assessment - Project Number P.001595**

and will take into consideration best practices from districts throughout the State of Florida. Jacobs will lead BCPS personnel in the development of educational adequacy standards to be incorporated into a comprehensive educational suitability assessment. These standards will include assessment components, priorities and weightings, square footage parameters, and a detailed quantification of elements of instructional spaces. The standards shall also include area programs and target enrollments for each school type. The educational analysis will measure the cost impact of standards modifications. It is anticipated that various individuals and groups will be involved in the development of these standards and Jacobs shall prepare a plan to assemble a representative group of BCPS stakeholders with whom to conduct a series of work sessions to review and revise these standards. The component areas to be evaluated include:

- Capacity
- Support for Programs
- Technology
- Supervision
- Instructional Aids
- Physical Characteristics
- Learning Environment
- Relationship of Spaces

Jacobs will conduct work sessions to review and revise the standards.

5.0 Building Condition Assessment

Jacobs will train and guide BCPS staff to perform a Building Condition Assessment of designated district facilities. These assessments will be conducted by as many as five teams, with as many as three assessors per team; one assessor will focus on architectural systems, one will focus on electrical systems, and the other on mechanical and plumbing systems.

Additionally, a civil site assessor will focus on site items, as required. The assessments will focus on building systems and identifying current and near-term deficiencies. In addition, the assessors will collect life-cycle data to project capital replacement requirements over the next 10 years. Building Condition Assessment levels will be established for BCPS facilities based on the building date of construction provided by the District. Building Condition Assessment forms will be used to document both current deficiencies and life-cycle data at both site and building levels. Jacobs will coordinate with district personnel to obtain any existing assessment data prior to and immediately following field assessments. Jacobs will input deficiencies and life-cycle data identified by the assessment teams into the M.A.P.P.S™ assessment and capital planning database. Jacobs will also prepare updated replacement and soft cost models for use in calculating the total deficiency budget and for calculating the Facility Condition Index (FCI) for each building and campus assessed.

6.0 Capital Facility Planning

A long-range facilities capital plan will be developed including program recommendations, summaries of the assessment data and analysis, a master schedule, and a master budget for all projects escalated to their dates of construction. This long-range plan will be presented to the BCPS board as part of the final project report.

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7.0 Meetings, Reporting and Software Training

Upon completion of the assessment and the entry of assessment data in M.A.P.P.S™, Jacobs will develop an overall analysis of BCPS facilities. It is anticipated that the analysis will include current deficiency costs for each building and campus, a 10-year life cycle capital renewal forecast, and a Facility Condition Index (FCI) for each facility. The FCI data will be available via reports from the M.A.P.P.S™ database as well as a printed report for each school included in the final report. A district wide summary will be developed for presentation to the administration and/or school board. Jacobs will participate in meetings in support of BCPS to finalize the reports and data in preparation for reporting to stakeholders. Jacobs will organize and facilitate five meetings to support the effort. Jacobs will prepare a written facilities plan that includes the results and findings from the assessment, as well as the capacity analysis for district enrollment growth. This plan will be a multi-year, prioritized plan of action that sets forth the timeline and cost for meeting BCPS facilities and capital improvement requirements. The plan's assessment of requirements and recommendations for action will be based on the combination of demographic analysis, enrollment projections, educational mission, and facility condition. Jacobs' M.A.P.P.S™ software application will be provided to BCPS following the completion of this study with a perpetual license for ongoing use, at no additional cost to BCPS. A two day training session for up to ten people will be conducted upon conclusion of the project. Follow-up technical support, additional training, **RSMeans** cost updates, and maintenance may be provided at the districts option for an additional annual fee of \$15,470.00 per year according to the M.A.P.P.S™ Software License Agreement beginning one year after following the completion of the project. All data compiled or contained in any format, whether hard-copy or electronic, shall be the property of BCPS. One hard-copy draft report per school, along with a district summary will be provided to BCPS, in addition to electronic copies. BCPS will have two weeks to review and comment on the draft report. Jacobs will then prepare a final report over a time period of one week. The final report will be presented to the Board at the next available Board Meeting. The Jacobs' M.A.P.P.S™ software and perpetual license for use and access will be delivered and training conducted following BCPS' acceptance of the final report.

8.0 Community Engagement

To leverage input from the community, Jacobs will facilitate community meetings that engage community discussions to build consensus related to facility needs. This process focuses on small group discussions responding to a series of planning options determined by BCPS and Jacobs. This process may utilize the resources of a steering committee comprised of community leaders, district personnel, board members, parents, and even students. This steering committee may be asked to work with the team to identify, schedule, and coordinate community discussions held during the initial and middle phase of the process. These dialogues may involve 50 to 100 people at a time and structured to gain input regarding key questions. The first dialogue will center on educational framework and occur very early in the process. Subsequent discussions will typically be focused on facility options and aid the team in building consensus around preferred recommendations. This process will strive to be inclusive, and involve a diversity of attendees and well-informed participants.

CONTRACT and PURCHASING STIPULATIONS:

The use of this contract, also referred to as a "piggyback" is authorized as follows:

**Agreement for Professional Services
Jacobs Project Management Co.
Facilities Needs Assessment - Project Number P.001595**

Rule 6A-1.012(6) of the Florida Administrative Code states:

In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

Board Policy 3321 (N) states:

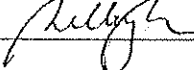
In lieu of requesting competitive solicitations from three (3) or more sources, The School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements. When the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board.

ADMINISTRATIVE REVIEW:

Staff from the Office of Facilities and Construction Management, The Office of the Chief Auditor (reviewed right to audit clause only), Risk Management, Supply Management & Logistics, and the General Counsel's Office have reviewed this item.

Typed by: M. Marchetti/Date:1-8-14

Written by: M. Marchetti Date:1-8-14

Approved by:  Date: 1/8/14

AGREEMENT

THIS AGREEMENT is made and entered into as of this 14th day of January, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JACOBS PROJECT MANAGEMENT CO.
(hereinafter referred to as "Consultant" or "Jacobs"),
whose principal place of business is
155 North Lake Avenue, Pasadena, California 91101

WHEREAS, the SBBC has a present need for the preparation of a comprehensive needs assessment to identify necessary improvements to support maintenance and renovation work for its 36 million permanent square foot portfolio; and

WHEREAS, the preparation of a comprehensive needs assessment requires the engagement of a professional consultant qualified and experienced to perform a survey of District facilities including building condition assessments and involving community engagement; and

WHEREAS, the SBBC desires to utilize the existing contract for provision of such services between the Fort Bend [Texas] Independent School District ("FBISD") and Jacobs Project Management Co. (hereinafter the "FBISD Agreement") dated January 22, 2013 as permitted by Rule 6A-1.012(6) of the Florida Administrative Code and School Board Policy 3320; and

WHEREAS, Consultant and SBBC desire to enter into this Agreement which supplements and clarifies the unique requirements of the SBBC.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on January 14, 2014 and conclude on December 31, 2015.

2.02 **Compensation.** This is a lump sum contract. SBBC will pay Consultant the amount of One Million, Two Hundred Sixty-Nine Thousand, Seven Hundred and Eighty-Three Dollars (\$1,269,783). Invoices shall be submitted by Consultant and paid by the SBBC in the manner as set forth in the FBISD Agreement.

2.03 **Schedule.** Consultant shall commence Work upon receipt of written Purchase Order with the appropriate "line number" issued by the SBBC together with a fully executed Authorization to Proceed. NOTE: ANY WORK PERFORMED BY THE CONSULTANT PRIOR TO RECEIPT OF BOTH A FULLY- EXECUTED WRITTEN AUTHORIZATION TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONSULTANT'S OWN RISK.

(a) Consultant shall complete the Facilities Assessment by July 31, 2014 and the Capital Improvement Plan by September 30, 2014.

(b) Consultant shall prepare and submit all deliverables as proposed in the Jacobs Project Management Co. Proposal dated December 17, 2013 and the FBISD Agreement.

2.04 **Scope of Services.** Consultant shall perform the all services as set forth in the Jacobs Project Management Co. Proposal dated December 17, 2013 (attached hereto as Exhibit "A") and the FBISD Agreement (attached hereto as Exhibit "B").

(a) The scope of services shall include but is not limited to consideration of educational adequacy, building condition assessments, community engagement and results with a MAPPS© reporting system. The final report shall result with an automated reporting system including the software and training necessary for the operation of the MAPPS© reporting system. The reporting system shall provide a sustainable Capital Improvement Planning platform for the efficient management and planning of all District Facilities Capital Assets.

(b) Jacobs shall present its final report to the SBBC summarizing its findings and recommendations with respect to the District's 5 Year and 10 Year Capital Improvement Plans.

2.05 **Construction of Documents.** For the purposes of this Agreement, any and all references in the Jacobs Project Management Co. Proposal dated December 17, 2013 (attached hereto as Exhibit "A") and the FBISD Agreement (attached hereto as Exhibit "B") to the Fort Bend Independent School District or FBISD shall mean or refer to The School Board of Broward County, Florida or the SBBC. Additionally, any and all references in the Jacobs Project Management Co. Proposal dated December 17, 2013 and the FBISD Agreement to Texas law or its application shall be construed as reference to applicable Florida law.

2.06 **Order of Precedence Among Agreement Documents.** All of the terms and conditions as set forth in this Agreement, Jacobs Project Management Co. Proposal dated December 17, 2013 (attached hereto as Exhibit "A") and the FBISD Agreement (attached hereto as Exhibit "B") are collectively binding among the parties. In the event of conflict between the provisions of this Agreement and provisions contained in the attached exhibits, the provisions of the following documents shall take precedence in this order:

- (a) this Agreement;
- (b) the Jacobs Project Management Co. Proposal dated December 17, 2013 (attached hereto as Exhibit "A"); and
- (c) the FBISD Agreement (attached hereto as Exhibit "B").

2.07 **Inspection of Consultant's Records by SBBC.** Consultant shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Consultant's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Consultant or any of Consultant's payees pursuant to this Agreement. Consultant's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Consultant's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Consultant's Records Defined.** For the purposes of this Agreement, the term "Consultant's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Consultant's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Consultant pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Consultant reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Consultant's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Consultant to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Consultant's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Consultant in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Consultant. If the audit discloses billings or charges to which Consultant is not contractually entitled, Consultant shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Consultant shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Consultant to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Consultant pursuant to this Agreement and such excluded costs shall become the liability of Consultant.

(h) Inspector General Audits. Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Task Assigned Chief Facilities and Construction Officer
1400 Northwest 14th Court
Fort Lauderdale, Florida 33311

To Jacobs: Douglas (Doug) Hyde, Vice President
800 Fairway Drive, #190
Deerfield Beach, Florida, 33441

2.9 **Background Screening:** Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Consultant or its personnel providing any services under the conditions described in the previous sentence. Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its personnel. The parties agree that the failure of Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Consultant's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- (a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, errors or omissions, or its employees' acts of negligence, errors, or omissions when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By Consultant: Consultant agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for bodily injury or third-party property damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligent acts, errors, or omissions, or willful misconduct by Consultant, its employees, consultants or subconsultant.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to Consultant of its desire to terminate this Agreement. All other terms and conditions, including payments that may be due, shall be made in accordance with Articles 18 and 19 of the FBISD Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section. All other terms and conditions, including payments that may be due, shall be made in accordance with Articles 18 and 19 of the FBISD Agreement.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against

any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this

Agreement. This Agreement may only be amended or modified as provided under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

FOR JACOBS

(Corporate Seal)

JACOBS PROJECT MANAGEMENT
CO.

ATTEST:

By [Signature]
VICE PRESIDENT

_____, Secretary
-or-

Witness

Witness

STATE OF VIRGINIA
COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me this 13TH day of
JANUARY, 2014 by DAVE HYDE of
Name of Person
JACOBS, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 8/31/2016

[Signature]
Signature - Notary Public

DAVE TITZER
Printed Name of Notary

7524988
Notary's Commission No.

(SEAL)



Jacobs proposes a fixed fee of \$1,269,783. The fee is based on services provided under the FBISD contract with the following adjustments:

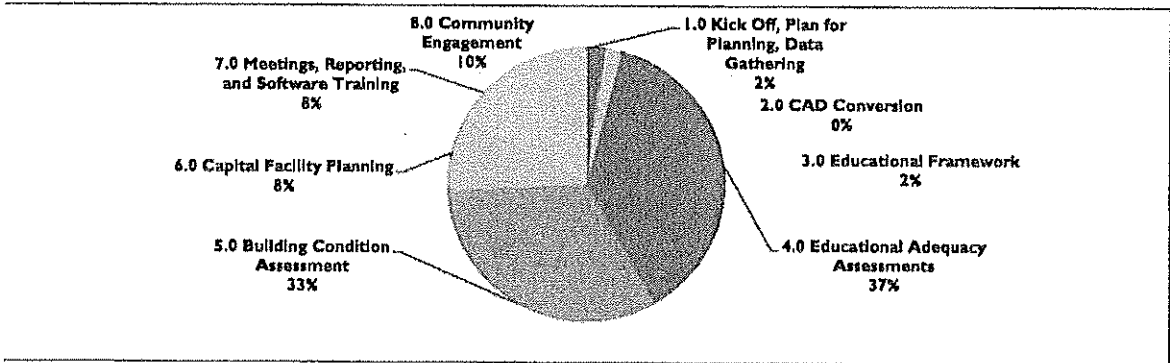
- 1 2.0 CAD Conversion will be limited to printing floor plans provided by BCPS.
- 2 3.0 Educational Framework will be limited to internal work sessions with BCPS leadership and not include public meetings.
- 3 BCPS will provide all field labor related to 5.0 Building Condition Assessment.
- 4 8.0 Community Engagement will include 5 public meetings that will be led by Jacobs.

Broward County Public Schools

Estimated Number of Schools / Facilities
Estimated Total Permanent Square Feet
Estimated Total Portable Square Feet

251
36,000,000
1,700,000

Activity	Hours	Total Fee
Base Fee Proposal		
1.0 Kick Off, Plan for Planning, Data Gathering	109	\$ 19,839
2.0 CAD Conversion	80	\$ 6,300
3.0 Educational Framework	196	\$ 26,260
4.0 Educational Adequacy Assessments	\$ 0.0126 3,664	\$ 476,672
5.0 Building Condition Assessment	\$ 0.0110 15,372	\$ 413,952
6.0 Capital Facility Planning	844	\$ 107,434
7.0 Meetings, Reporting, and Software Training	696	\$ 96,143
8.0 Community Engagement	1,052	\$ 123,183
Total Proposed Fee for Base Services	Cost per Foot: 3.37 \$/SqFt 22,013	\$ 1,269,783



**Broward County Public Schools
Facilities Assessment Proposal**

The FBISD contract includes terms requiring contractors such as Jacobs to comply with laws related to access to public schools in Texas. We understand that the Jessica Lundsford Act impacts access to Florida public schools by contractors and agree to comply to the terms of the Jessica Lundsford Act.

If you have any questions or concerns please contact Eric Sheppard at 713-899-3751.

Jacobs Project Management Co.

A handwritten signature in black ink, appearing to read 'D. Hyde', written over a horizontal line.

Douglas W. Hyde, P.E.
Vice President, Jacobs Project Management Co.

Understanding of BCPS Project

Jacobs understands Broward County Public Schools need for a 5-year capital improvement plan to support maintenance and renovation work for its 36 million permanent square foot portfolio. The plan when ultimately completed will consider BCPS's current needs, as well as the needs of building systems reaching the end of their serviceable life over the next 10 and even 20 years. Our responsibilities to you is to go beyond prudent planning to provide accurate reliable assessment data, that if required can be used as the basis for a future capital improvement program. Both the data collected and deliverables provided will be responsive, objective and transparent.

Jacobs, has been a leader in providing K-12 facility assessments as a core business for decades. Our services include educational suitability standards, guidelines and evaluations, enrollment projections, facility assessments, long-range capital planning, bond campaign development. Each service has been based on extensive experience and years of routinely incorporating lessons learned along the way. Magellan, acquired by Jacobs in 2010 prepared the last facility condition assessment for BCPS in 2002. Many of the same individuals that participated in that project are part of Jacobs and will be involved in this effort. These individuals understand your facilities. They have worked with your staff, participated in board presentations and stood as support following each component of work.

Moving forward, BCPS and Jacobs have committed to work together to produce the next district-wide facility assessment as a single unified team. Jacobs will bring the project leadership and assessment expertise; including leadership, experience and tools to organize the work, establish and implement production and delivery of schedules, orchestrate and manage the work and train BCPS staff to collect and document conditions at each facility.

Assessments will be conducted at approximately 250 educational and administrative district-owned permanent facilities. Jacobs will employ a two-part approach that includes an Educational Suitability Assessment, which evaluates how well each campus is equipped to deliver the instructional curriculum, and a Building Condition Assessment, which addresses the physical health and structures of the facilities. For the Educational Suitability Assessment, we will use a functional equity approach that evaluates instructional, library, performance, physical education, and support spaces against district's educational standards. Once the data is collected by school it will be compared to educational standards as updated by BCPS. Each school will then receive an Educational Suitability Score (ESS) ranking that will be compared against all other district schools. The Educational Suitability Assessment team will be provided by Jacobs and utilize the district's existing FISH data in collecting and recording conditions at each facility.

For the Building Condition Assessment (BCA), BCPS will deploy five (5) teams comprised of architectural mechanical and electrical assessors as well as on-call civil and structural resources to collect and update building conditions at each facility. This process will include site and drainage systems, play equipment, parking areas, as well as the structure, roofing, interior, mechanical, plumbing, electrical, communication, alarm, life safety, ADA, and technology systems. In addition these field teams will be tasked with evaluating the condition of existing furniture, fixtures, and equipment and working with district staff to determine compliance with the BCPS technology plan. Members of the survey team will record existing conditions, identify deficiencies, document corrective action and quantities, and assign repair priority. Pre-printed checklists and definitions will be used to ensure data consistency and completeness among different survey teams. Appropriate digital photos will be taken to better identify significant deficiencies.

The assessment process will evaluate the approximately 2,000 portable buildings on BCPS campuses. The assessments will be completed by the five (5) BCA teams based on a modified and simplified assessment form tailored to typical construction standards of BCPS portable buildings.

To leverage input from the community, Jacobs will facilitate community meetings that lead community discussions to build consensus related to facility needs. This process focuses on small group discussions responding to a series of planning options determined by BCPS and Jacobs. This process may utilize the resources of a steering committee comprised of community leaders, district personnel, board members, parents, and even students. This steering committee may be asked to work with the team to identify, schedule, and coordinate community discussions held during the initial and middle phase of the process. These dialogues may involve 50 to 100 people at a time and structured to gain input regarding key questions. The first dialogue will center on educational framework and occur very early in the process. Subsequent discussions will typically be focused on facility options and aid the team in building consensus around preferred recommendations. This process will strive to be inclusive, and involve a diversity of attendees and well-informed participants.

Based on the data output from the assessment, Jacobs will develop and prioritize recommendations during the final phase of the assessment program. This deliverable will involve the compilation of all deficiency needs and the development of a 5-year Capital Improvement Program (CIP). The use of our MAPPS™ application will bring significant automation to the process to improve the efficiency and effectiveness of BCPS input data. Needs will be prioritized at each school level as well as the district portfolio level, giving BCPS the ability to view particular facility's need within the scope of BCPS's total need. An understanding of BCPS's current and historical enrollment trends will support recommendations for school repair, replacement, and consolidation candidates.

Jacobs will provide cost estimates for recommended repair, renovation, and construction. The Team will use the BCPS/ MAPPS™ database and the RSMeans® internal cost database, normalized for BCPS's cost index. A master budget will be prepared as well as an implementation schedule, ranking campuses to help BCPS allocate modernization funds across the district. The estimates provide a robust foundation for repair, renovation, and replacement recommendations included in the 10-year CIP.

Working with district staff, Jacobs will prepare various facilities program options based on priorities and cost estimates. The Jacobs Team, in conjunction with BCPS staff, will gather facility assessment needs according to campus and priority. Once we complete the 'campus under- and over-utilization' assessment additional classroom and core space needs will be identified for current and projected enrollment. These recommendations will be incorporated into the 10-year CIP. This step involves the developing facility options, as well as testing them with financial models, building consensus within the community. Jacobs will present the data in a summary document that includes the costs of new construction, repair costs, and the anticipated long-range capital renewal forecasts. The final document will provide the district with appropriate tools to move forward with a consistent educational facility program.

The results of the assessment will likely be used as a basis for the 2015 Educational Plant Survey. Jacobs will work with BCPS staff to develop reports to facilitate entry of the plant survey into the Florida DoE website.

Deliverables

The primary deliverable of this assessment is the assessment data itself. That data will be collected and housed in Jacobs' MAPPS™ data system. In addition to the data, MAPPS™ provides a suite of reports, many of which can be exported to Excel™ into PDF format:

- One-Page Facility Summary – Basic information for individual facilities captured on a single page to include site and building information, summary of current condition and master plan recommendations.
- Facility Condition Assessment – a narrative overview of an individual facility that includes analysis of current condition, forecast needs, capacity analysis and supporting photos.
- Project Report – Overview of individual projects showing budget, schedule, status as well as detail of project scope.
- Deficiency Listing – Listing of current deficient conditions at individual or multiple facilities which includes description, categorization, prioritization and cost summary.
- Deficiency Detail – Single page report for an individual deficiency that includes description, notes, location, category, priority as well as detail of cost estimate and photographs.
- Capital Renewal Forecast – Forecast of future needs for an individual facility or multiple facilities rolled up by location or owner/occupant.
- Functional Adequacy Summary – Overview of functional adequacy of facilities for owner/occupants.
- Functional Adequacy Detail – Detailed analysis of how adequate individual facilities support the needs of the owner/occupant.
- Capacity Detail Report – Report listing rooms that impact capacity of a facility with summary capacity analysis of the facility.
- Room Data – Listing of rooms with related functional adequacy information.
- Room Header Data – List of rooms with use and occupant to facilitate update of space inventory.
- Campus Grid – List of all campuses and related data structured to be exported to Excel for ad-hoc analysis.
- Building Grid – List of all buildings and related data structured to be exported to Excel for ad-hoc analysis.
- Assessment Forms – Forms used by assessment team to perform future assessments or assessment updates.

Beyond these reports, we can create custom reports BCPS may require and include them in the report server structure. Many of our clients also use Microsoft Access and the link table manager function to directly access the database and develop their own custom database queries and reports.

2013 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F08000000344

FILED
Apr 03, 2013
Secretary of State

Entity Name: JACOBS PROJECT MANAGEMENT CO.

Current Principal Place of Business:

155 NORTH LAKE AVENUE
PASADENA, CA 91101

Current Mailing Address:

ATTN: TAX DEPT. P.O. BOX 7084
PASADENA, CA 91109-7084

FEI Number: 35-2321289

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail Detail :

Title D
Name HAMMOND, THOMAS R.
Address 155 NORTH LAKE AVENUE
City-State-Zip: PASADENA CA 91101

Title D
Name STASSI, PHILIP J
Address 155 NORTH LAKE AVENUE
City-State-Zip: PASADENA CA 91101

Title D
Name LANDRY, GREGORY J
Address 5995 ROGERDALE ROAD
City-State-Zip: HOUSTON TX 77072

Title T
Name PROSSER, JOHN WJR.
Address 155 NORTH LAKE AVENUE
City-State-Zip: PASADENA CA 91101

Title S
Name UDOVIC, MICHAEL S
Address 155 NORTH LAKE AVENUE
City-State-Zip: PASADENA CA 91101

Title VP
Name MOUTON, DOUG
Address 5995 ROGERDALE ROAD
City-State-Zip: HOUSTON TX 77072

Title VP
Name FERRUCCIO, ANTHONY
Address 6801 GOVERNORS LAKE PKWY.,
BLDG 200
City-State-Zip: NORCROSS GA 30071

Title ASSISTANT SECRETARY
Name BANTE, MICHAEL J.
Address 155 NORTH LAKE AVENUE
City-State-Zip: PASADENA CA 91101

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN W. PROSSER, JR.

TREASURER

04/03/2013

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Detail Continued :

Title ASSISTANT TREASURER
Name GOLDFARB, JEFFREY M.
Address 155 NORTH LAKE AVENUE
City-State-Zip: PASADENA CA 91101



1100 North Glebe Road, Suite 500
Arlington, VA 22201
571 218-1000 (p); 571 218-1200 (f)

April 3, 2013

U.S. Army Corps of Engineers
Far East District

Reference:

Dear Mr. :

At this time the following individuals are Vice Presidents of Jacobs Project Management Co. and as such are authorized to sign contract documents resulting from the referenced solicitation:

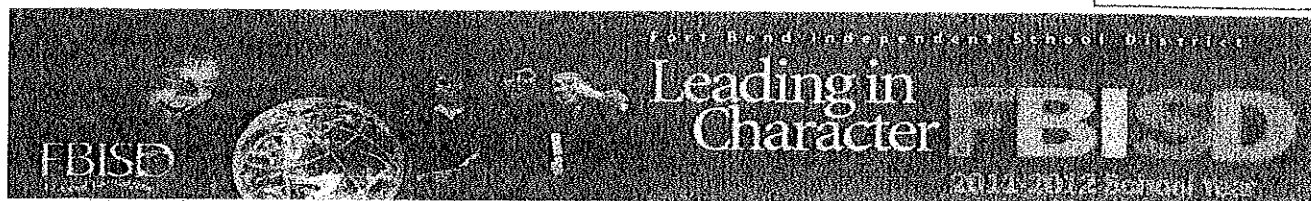
Doug Mouton
Doug Hyde
David Syphard
Ed Pogreba
Doug Titzer
Issam Khalaf
Jim McLean

In addition to the individuals above, we have assigned Les Steinberger as an authorized negotiator for all aspects of the referenced solicitation and the envisioned contract.

We trust this meets with you request. Please feel free to contact us if you need any additional information regarding the above.

Sincerely,
JACOBS PROJECT MANAGEMENT CO.

By: Michael Udovic
Its: Secretary



School Board Agenda Item

Subject: Consultant Selection for District's Five Year Facilities Needs Assessment **Item Number:** 10E

Section: Action **Date:** December 10, 2012

Cabinet Member: Mr. Max Cleaver, Chief Auxiliary Services Officer

Prepared by: Mr. Max Cleaver, Chief Auxiliary Services Officer

Presenter: Mr. Max Cleaver, Chief Auxiliary Services Officer

Recommendation:

The administration recommends the Board's approval of the proposed ranking of professional firms and authorization for the Administration to begin contract negotiations with the top ranked firm for the preparation of a Five Year Facilities Needs Assessment.

Agenda Item Overview:

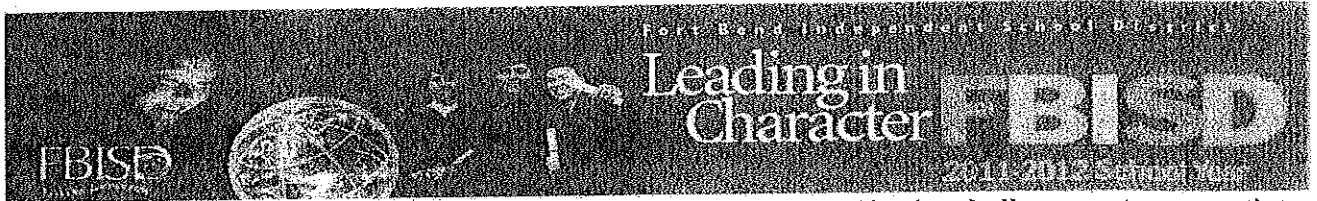
Background:

Undertaking and completing District's Five Year Facilities Needs Assessment is a 2012 Board of Trustees Superintendent Goal. A five year Facilities Needs Assessment will assist the District in identifying the status of its current schools and will help formulate a plan for the construction of new schools, school expansions, remodels, upgrades and retrofits.

A Request for Qualifications (RFQ) from qualified professional firms was solicited under RFQ No. 13-035ML. Five firms submitted their qualifications on November 13, 2012 including EMG, Jacobs Engineering Group, Inc., SHW Group, Parsons Environment and Infrastructure Group, Inc., and PBK Architects. The firms were evaluated and scored based on the criteria published in the RFQ document.

SHW Group and Jacobs Engineering Group, Inc. received the highest overall scores and were asked to provide a presentation to the evaluation committee on December 7, 2012.

Texas Government Code 2254.004 requires that in procuring architectural or engineering services that the district shall first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and, then attempt to negotiate with the provider a contract at a fair and reasonable price.



Following the Board's approval of the ranking of firms, the district shall attempt to negotiate a contract with the highest ranked firm for presentation and approval at the January 7, 2013 meeting.

Supporting Documentation:

1. Bid Folder (3 pages)

Legal Review: Ms. Cynthia Rincon, FBISD General Counsel

Board Policy Reference : Board Policy CV (Legal)

Budget Impact: 2007 Bond Contingency

Strategic Plan Reference: Goal 6: FBISD will provide facilities and transportation services that address enrollment and capacity needs in a manner that is fiscally responsible.



RFQ Folder Memo

Re: RFQ -13-035ML – Five (5) Year Capital Improvement Plan

The Qualification was advertised on: 10/25/2012 and 11/01/2012
 Qualifications were received and opened on 11/13/2012 @ 11:00AM CST

An Evaluation Committee met on Monday November 26, 2012 at 12:30PM CST

Members included: Construction and Design Dept. Staff: Dean Lanuke, Chief Financial Officer Tracy Hoke, Chief Auxiliary Services Officer Max Cleaver and Executive Director of Facilities and School Services Alan Bassham

Non Evaluating Members:

Purchasing Dept Staff: Michele Leach, Director of Purchasing and Material Management
 Planning & Demographics: Justin Silhavy

Second Round interviews were held on Friday, December 7, 2012 at 10:00AM CST with the two top ranked vendors: SHW Group and Jacobs Engineering Group, Inc.

Members included: Construction and Design Dept. Staff: Dean Lanuke, Chief Financial Officer Tracy Hoke, Chief Auxiliary Services Officer Max Cleaver and Executive Director of Facilities and School Services Alan Bassham

Non Evaluating Members:

Purchasing Dept Staff: Michele Leach, Director of Purchasing and Material Management

The evaluation for 1st and 2nd round was based on the following criteria:

Evaluation Criteria		Point System
1	Firm's approach in assisting the District with preparation of 5 year CIP	35 points
2	Firm's understanding of various school facilities	30 points
3	Samples of similar capital improvement plans	15 points
4	Resumes of staff to be assigned to FBISD project	15 points
5.	Past experience with FBISD and/or other school districts	5 points
TOTAL		100 points

It is the recommendation of the Evaluation Committee to approve the ranking of vendors from round 2 and to respectfully request that the Chief Auxiliary Services Officer begin negotiations with the top ranked vendor from Round 2: Jacobs Engineering Group, Inc.

Other Supporting Information

Sole Source	No
Number of vendors contacted by Purchasing	25
Number of vendors contacted by FBISD Notification System	2083
Number of vendors who downloaded the solicitation	275
Number of responses received	5
Number of "No Bid" responses received	0

Round 1 Evaluation

Vendor	Firm's approach in assisting the District with preparation of 5 Year CIP (35 Points Max)	Firm's understanding of various school facilities (30 Points Max)	Samples of similar capital improvement plans (15 Points Max)	Resumes of staff to be assigned to FBISD project (15 Points Max)	Past experience with FBISD schools and facilities (5 Points Max)	Total Score	Firm's Ranking Order
SHW Group	31.5	28.75	13.5	13.25	4.75	91.75	1
Jacobs Engineering	31.25	27	14.5	13.75	3.75	90.25	2
Parsons	28	25.75	12.75	9.75	4.25	80.5	3
EMG	29.5	24	9.75	12.75	2.75	78.75	4
PBK	29.25	20.75	9.75	12.25	4.5	76.5	5

Round 2 Evaluation - Interviews

Vendor	Firm's approach in assisting the District with preparation of 5 Year CIP (35 Points Max)	Firm's understanding of various school facilities (30 Points Max)	Samples of similar capital improvement plans (15 Points Max)	Resumes of staff to be assigned to FBISD project (15 Points Max)	Past experience with FBISD schools and facilities (5 Points Max)	Total Score	Firm's Ranking Order
Jacobs Engineering	32.75	27.25	15	13.75	5	93.75	1
SWW Group	31.5	28.75	13.5	14.5	4.75	93	2



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Services ("Agreement") is entered into as of January 22, 2013 between the Fort Bend Independent School District (hereinafter "FBISD") and Jacobs Project Management Co., 911 Central Parkway North, Suite 425, San Antonio, Texas 78232 (hereinafter "Consultant"). FBISD and Consultant may be referred to singularly as a "Party" and collectively as the "Parties."

1. **TERM:** The term of this Agreement ("Term") will begin on January 22, 2013 and end on December 31, 2015, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.
2. **SERVICES:** FBISD agrees to contract with the Consultant for the following services and the Consultant agrees to perform such services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality, in a manner satisfactory to FBISD: ("Services").

Facilities Condition Assessment of 76 FBISD schools and 15 FBISD support facilities, in accordance with the scope of work and terms contained in Exhibit F.

In the event of any inconsistency between Exhibit A and this Agreement, this Agreement shall prevail.

3. **INCORPORATED DOCUMENTS:** FBISD and the Consultant mutually agree that the following documents are incorporated into and made a part of this Agreement by reference:
 - Exhibit A: Consultant's Insurance Coverage
 - Exhibit B: Consultant's Criminal History Certification
 - Exhibit C: Conflict of Interest Questionnaire
 - Exhibit D: Felony Conviction Notice
 - Exhibit F: Scope of Work; Fee Proposal; Proposed Schedule; Fee Development Assumptions; and List of FBISD Facilities

It is expressly agreed and understood by the parties that the incorporation of Exhibit F above shall not include, and shall specifically exclude any terms or conditions contained in such Exhibits that conflict with the terms or conditions contained in this Agreement or any other Exhibits issued by FBISD. In particular, but without limitation, any terms that purport to expand FBISD's liability to Consultant or that limit or waive Consultant's liability to FBISD shall have no effect or enforceability.

4. **COMPENSATION:**

This is a lump sum contract. FBISD will pay Consultant the amount of \$1,726,514 (One Million, Seven Hundred Twenty-Six Thousand, Five Hundred and Fourteen Dollars).

5. **PAYMENT TERMS:** Payment to Consultant shall be made only after services are performed and not before. Advance payment to Consultant is strictly prohibited. Consultant shall submit detailed monthly invoices to FBISD describing the Services rendered, the times when such

Services were performed, compensable expenses and the amount due. FBISD will pay undisputed amounts within thirty (30) days of receiving invoices, and payment may not be deemed overdue until the 31st day after the later of: (1) the date the services are performed under this Agreement or (2) the date FBISD receives an invoice. Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

FBISD will reimburse Consultant only for those reasonable travel and miscellaneous expenses incurred as a result of an explicit request by FBISD in rendering the Services. Expenses will be reimbursed in a timely manner upon presentation by Consultant of an invoice with supporting receipts. Business mileage will be reimbursed at the current IRS-approved mileage rate. All reimbursable travel and expenses by Consultant, if any, must be approved in advance by FBISD.

6. **CONSULTANT'S STATUS AND RESPONSIBILITIES:** In performing the Services, Consultant will be deemed an independent consultant and not FBISD's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent consultant, Consultant will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation and personal incidentals necessary in the performance of the Services. Consultant shall be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by FBISD hereunder and Consultant shall indemnify and hold FBISD harmless in this regard. Before invoicing FBISD for Services, Consultant will complete and submit an Internal Revenue Service ("IRS") Form W-9. Consultant shall perform the Services in strict accordance with this Agreement and in accordance with the standard of care ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
7. **INTELLECTUAL PROPERTY:** Consultant represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.
8. **OWNERSHIP OF WORK PRODUCT:** All work product, including any concepts, products, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Consultant in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of FBISD. Consultant shall deliver all such materials to FBISD upon completion, termination or cancellation of this Agreement. Any programs, data or other materials furnished by FBISD for use by Consultant in connection with the Services performed under this Agreement will remain FBISD's property.

FBISD agrees, to the fullest extent permitted by law, release the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Work Product by FBISD or any person or entity that acquires or obtains the Work Product by FBISD or any person or entity that acquires or obtains the Work Product from or through FBISD without the written authorization of the Consultant.

Upon execution of this Agreement, the Consultant grants to the Owner a perpetual nonexclusive license to reproduce the Consultant's Instruments of Service, which can be used by the Owner for the purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub consultants consistent with this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use or misuse by the Owner of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's sub consultants.

9. **INDEMNITY:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless FBISD and each of its trustees and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for bodily injury or third-party property damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligent acts, errors, or omissions, or willful misconduct by Consultant, its employees, consultants or subconsultant.

The total aggregate liability of the Consultant arising out of the performance or breach of this Agreement shall not exceed one hundred percent (100%) of all compensation paid to the Consultant under this Agreement, plus reasonable attorneys fees and expenses, if applicable as provided in Article 34 below. Notwithstanding any other provision of this Agreement, the Consultant shall have no liability to the FBISD for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article 9 shall apply regardless of the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Engineer, its employees or subconsultants. The parties agree that the limitations and exclusions of liability set forth herein shall not be interpreted as a form of indemnification.

10. **INSURANCE:** Consultant shall comply with all of FBISD's insurance requirements, as reflected in the attached document entitled Fort Bend I.S.D. Insurance Requirements, attached as Exhibit A and incorporated by reference herein. Consultant shall provide Certificates of Insurance evidencing the Insurance Requirements prior to performing any Services.
11. **INSPECTION AND ACCEPTANCE OF SERVICE:** FBISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, FBISD may (i) require Consultant to perform the Services again in conformity with such requirements, with no additional charge to FBISD; or (ii) equitably reduce payment due Consultant to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to FBISD in this Agreement or otherwise available at law.

Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the standard of care as set out in Section 2 of this Agreement and same is reported to the Consultant by FBISD in writing promptly after recognition thereof, Consultant shall, at no cost to FBISD, and at the option of FBISD, furnish all remedial consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from FBISD; and Consultant shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced standard of care.

12. **COMPLIANCE:** Consultant agrees to abide by all local ordinances and state and federal laws, including but not limited to, the Americans with Disabilities Act; Section 504 of the 1973 Rehabilitation Act; Executive Orders 11246 and 11375 regarding Equal Employment Opportunity, as supplemented in Department of Labor Regulations; the Family Educational Rights & Privacy Act; and Title IX of the Education Amendments of 1972.
13. **CONFIDENTIALITY; DATA PROTECTION:** Consultant and each of the Consultant's employees must agree to abide by the confidentiality provisions surrounding the use and dissemination of student educational records and information as contained in the federal *Family Educational Rights & Privacy Act (FERPA)*. Consultant also agrees that he/she may be held professionally and personally liable for violation of this Act. Subject to the Texas Public

Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Consultant shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and FBISD policies.

14. **PUBLICITY:** Consultant shall not use FBISD's name, logo or other likeness in any press release, marketing material or other announcement without FBISD's prior written approval.
15. **SUBCONSULTANTS:** If Consultant is permitted to subcontract any of the Services, Consultant shall require that each subconsultant comply with all provisions of this Agreement. Consultant will remain liable for the negligent acts and omissions of such subconsultant(s) and the proper performance and delivery of the Services.
16. **AUDIT:** Execution of this Agreement constitutes Consultant's acceptance of the authority of FBISD's internal and external auditors, the Texas Education Agency, the Comptroller General of the United States, or any of their duly authorized representatives (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Consultant agrees to cooperate with the Auditor conducting such audits or investigations and to provide the Auditor access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees to maintain all records pertinent to this Agreement for five years after FBISD has made final payment and all other pending matters related to this Agreement are closed. Such audit rights shall not extend to the cost components of any multipliers or markup percentages.
17. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement. FBISD and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.
18. **TERMINATION FOR CAUSE:** A Party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting Party. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement for cause as of the date specified in the notice, and may seek other relief as provided by law. In the event of termination prior to completion of the Agreement, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed to the date of termination.
19. **TERMINATION FOR CONVENIENCE:** FBISD may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Consultant. The Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid.
20. **FORCE MAJEURE:** Either Party's failure to perform its obligations hereunder shall not be deemed a breach of this Agreement if such failure is due to fire, war, civil unrest, terrorist action, governmental regulations, acts of Nature, or other causes beyond the reasonable control of the Party claiming force majeure.
21. **NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as of the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, or (iii) received by facsimile.

To Fort Bend ISD

Dept Name: Design and Construction

Attn: Director

Address: 2323 Texas Parkway
Missouri City, TX 77489

With a copy to:

Legal Department
16431 Lexington Blvd.
Sugar Land, TX 77479

To Consultant

JACOBS PROJECT MANAGEMENT Co

Attn: CASEY MORRIS

Address: 911 CENTRAL PARKWAY
SAN ANTONIO, TX 78232

With a copy to:

LEGAL DEPT- JACOBS

Attn: GREG DICKET

Address: 777 MAIN STREET
FORT WORTH, TX 76102


22. **FUNDING CONTINGENCY:** Notwithstanding any contrary provision of this Agreement, each payment obligation of FBISD created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by FBISD at the end of the period for which funds are available. FBISD shall notify Consultant at the earliest possible time before such termination. No penalty shall accrue to FBISD in the event this provision is exercised, and FBISD shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit FBISD to terminate this Agreement in order to purchase similar services from another party.
23. **CONSULTANT REPRESENTATIONS:** If Consultant is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Consultant is authorized to do so.
24. **CONSULTANT CERTIFICATION:** Consultant shall complete the "Consultant Certification" regarding the criminal history of covered employees, attached as Exhibit B and incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement.
25. **CONFLICT OF INTEREST DISCLOSURE:** Prior to and as a condition of doing business with FBISD, Consultant shall complete a Conflict of Interest Disclosure Form, attached hereto as Exhibit C and incorporated by reference herein, and shall disclose any business relationship, past or present, with a sitting Board member or FBISD employee. Failure to disclose the existence of any such relationship may be grounds for termination of this Agreement.
26. **FELONY CONVICTION NOTICE:** Texas Education Code 44.034(a), Notification of Criminal History states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation. If notice is required of Consultant, then Consultant shall complete a Felony Certification Form, attached hereto as Exhibit D and incorporated by reference herein.

27. **NO WARRANTY OF COST ESTIMATES:** Any cost estimates provided by Consultant will be on a basis of experience and judgment. Since Consultant has no control over market conditions or bidding procedures, Consultant does not warrant that bids or ultimate construction costs for future construction projects will not vary from these cost estimates.
28. **WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as a waiver of any subsequent breach.
29. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.
30. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
31. **LIMITATIONS:** Terms and conditions of this Agreement will only be binding on FBISD to the extent permitted by the Constitution and laws of the State of Texas.
32. **GOVERNING LAW; VENUE:** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the Parties consent to jurisdiction of the courts in Fort Bend County, Texas.
33. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representations and understandings made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Consultant may not assign this Agreement without FBISD's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.
34. **ATTORNEYS FEES:** The prevailing party in any dispute arising under this Agreement shall be entitled to recover its reasonable and necessary attorneys' fees and litigation expenses from the non-prevailing party.

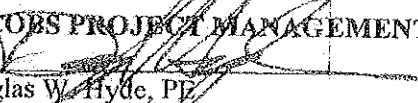
By signing below, Consultant certifies that he or she is not an employee of the District. This includes individuals that are not: (a) currently working due to the District's break/holiday for students and employees; (b) a substitute employee for the District; or (c) a business owned or operated by a District employee.

As the requestor for these contracted services, I understand and approve the terms of this contract, and assure that contracted services have not begun before a purchase order has been issued.

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: 
 BOT President or Superintendent or Designee
 Mike McKie

2/9/13
 Date


JACOBS PROJECT MANAGEMENT CO.
 By: 
 Douglas W. Hyde, PE
 Vice President

1/29/13
 Date


(Note: If the Consultant will earn \$50,000 or more during any twelve-month period, then this Contract must be approved by the Board of Trustees.)

FBISD INTERNAL USE ONLY

FBISD Project Manager (Signed as to Review only)

By:  Date: Feb 6, 2013

FBISD Director of Design and Construction (Signed as to Review only)

By:  Date: 2/6/2013

FBISD Design and Construction Budget Associate
(Activity codes and availability of funds verified)

By:  Date: 2/9/13

DISTRIBUTION

FBISD D & C Project File (Original)

FBISD Legal Counsel (Original)

FBISD Auxiliary Services

FBISD Purchasing

FBISD Project Manager

Consultant

Other:

Other:

EXHIBIT A

FORT BEND ISD INSURANCE REQUIREMENTS

It is suggested that this Exhibit be provided to the Consultant's Insurance Provider

Consultant shall not commence work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurances on the current ACORD form shall be issued to the District showing all required insurance coverage.

<u>Insurance Required</u>	<u>Limit Required</u>
Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	<p>\$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments</p> <p>Evidence of coverage must be shown on certificates of insurance.</p>
Professional Errors & Omissions Liability insurance required for all licensed or certified professionals, (e.g., all architects, and engineers)	<p>\$1,000,000 Occurrence \$2,000,000 Aggregate</p> <p>Higher limits shall be required for professional contract values exceeding \$100,000. These limits shall be agreed to in writing with the Owner prior to project commencement.</p> <p>Retroactive Date preceding date of contract must be shown in the Comments/Remarks Section of ACORD application.</p> <p>Professional Errors and Omissions Liability Insurance shall be maintained for three (3) years past substantial completion of construction contract. If coverage is cancelled or non-renewed prior to contract completion date, the Consultant shall purchase "Extended Reporting Period" coverage for a three (3) year period.</p>
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000

Insurance Conditions

All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number, CSP number or Purchase Order number;
2. A 60 day notice of cancellation of any non-renewal or cancellation to any of the policies.
3. "Additional Insured" on the Property, General Liability and Automobile Liability policies naming the District as an additional insured with respect to the negligence of the Consultant.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation.

Consultant shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

Fort Bend Independent School District
c/o Design and Construction Department
Address: 2323 Texas Parkway
Missouri City, TX 77489
Attention: Director

EXHIBIT B

Consultant Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Jacobs Project Management Co., ("Consultant"), I certify that [check one]:

Consultant has no employees; Consultant provides services to the District as an individual and has or will have direct contact with students. Consultant certifies that Consultant does not have a disqualifying criminal history.

Or

None of Consultant's employees are *covered employees*, as defined above. If this box is checked, I further certify that Consultant has taken precautions or imposed conditions to ensure that Consultant's employees will not become *covered employees*. Consultant will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Consultant's employee are *covered employees*. If this box is checked, I further certify that:

1. Consultant has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Consultant receives information that a covered employee subsequently has a disqualifying criminal history, Consultant will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Consultant will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Consultant agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

EXHIBIT C

CONFLICT OF INTEREST QUESTIONNAIRE
CIQ

FORM

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

If no conflict of interest, please check this box and sign below

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.


Signature of person doing business with the governmental entity

Date 1/29/13

EXHIBIT D

FELONY CONVICTION NOTICE

I, the undersigned Consultant or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. The Consultant must complete the following information in accordance with state law.

Please sign only one:

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Consultant: NA Date: _____

**** See statement below**

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Consultant: [Signature] Date: 1/29/13

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): NA Date: _____
(attach additional sheet if necessary)

Details NA of _____ Conviction(s): _____
(attach additional sheet if necessary)

Signature of Consultant: NA Date: _____

Jacobs Project Management Co. is a wholly owned subsidiary of Jacobs Engineering Group Inc which is a publicly-held corporation.

EXHIBIT E

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: Jacobs Project Management Co.

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: Douglas W. Hyde



Casey Morris
911 Central Parkway North, Suite 425
San Antonio Texas 78232
Phone: 210.403.5559
Casey.Morris@jacobs.com

EXHIBIT F (Revised January 16, 2013)

Scope of Work, Fort Bend Independent School District Condition Assessment

Facility Condition Assessment

Our participation and compensation are based on the following scope of services and conditions related to a facility condition assessment of approximately 11,191,672 square feet of facilities at 76 FBISD schools and 15 support facilities.

1.0 Kick-off, Plan for Planning and Data Gathering

Jacobs will mobilize the project team immediately following an official Notice to Proceed, assumed February 4th, 2013. Planning efforts include gathering relevant project data and information, and finalizing the assessment approach and schedules. Jacobs will coordinate with Fort Bend Independent School District (FBISD) staff to create a site visit schedule and maximize incorporation of institutional knowledge into the assessment plan. During the planning phase, Jacobs will also deploy the M.A.P.P.S™ assessment and capital planning software for use in executing the assessment. This includes the establishment of the organization hierarchy and development of form packages for each facility to be assessed.

Jacobs will assist FBISD in assembling and organizing relevant data. This data may include previous studies, floor plans, available CAD documentation, maintenance records, educational specifications, school evacuation plans, and teacher rosters. Jacobs will review the data provided and, as appropriate, incorporate it into the M.A.P.P.S™ software that will serve as a starting point for this assessment.

2.0 CAD Conversion and Space Inventory

Jacobs will begin the CAD conversion and space inventory task by identifying sources for CAD floor plan drawings. These source plans will be used to recreate architectural floor plans depicting the location of architectural components such as walls, doors, and windows. The plans will be schematic in nature and verified during facility walk-throughs to identify where source plans significantly differ from actual conditions. Resulting mark-ups will be incorporated into the CAD file so that an accurate schematic reflection of the school's layout is captured. The plans will then be manipulated so that they can be linked to the M.A.P.P.S™ database where room inventories will be linked to the corresponding space in the plans allowing the CAD software to calculate the space size for storage in the assessment database. Likewise, information about the space such as room number and use will be conveyed to the drawing and displayed through specialized routines programmed into the M.A.P.P.S™ application. The end result of this effort will be a live link between the space information within the drawings and the data associated with the rooms themselves from which an inventory of space within the facilities can be produced.

The information obtained from the field verification and resulting space inventory calculations will be used during the Building Condition Assessment to refine areas for cost estimating. For this reason, Jacobs must complete this task before performing the condition assessments.

3.0 Educational Framework

The process of developing the educational framework involves incorporating a number of board policies into the overall plan for FBISD. It is anticipated that the educational framework will address possible grade configuration changes, alternative educational programs, target school size, class size reduction, use of temporary buildings, and other requirement issues as may be appropriate for the plan. Jacobs shall develop an approach to identify policy issues, quantify the impact these policy decisions might have on school facilities, and build consensus among teachers, administrators, students and parents on the preferred facility options. The resulting educational framework will set the structure for educational standards development and assessment.

As part of the educational framework development process, Jacobs will facilitate a forum on the vision of education within the district. This vision session will be aimed at identifying trends in education, new directions or changes in the curriculum approach at FBISD, and facility impacts of these potential changes. Possible topics include classrooms of the future, prototypical designs, grade configurations, special learning areas, and alternative organizational concepts.

4.8 Educational Adequacy Assessment

Jacobs will assess the Educational Adequacy of the facilities by comparing inventoried facility components to standards developed and adopted in cooperation through the SHW developed Ed Specs and FBISD leadership, as described in the paragraph below. Educational adequacy assessors will collect information on the instructional spaces and overall school attributes for comparison to the standards prepared with FBISD stakeholders. The items that are correctable within normal repairs or renovations will be incorporated into the condition assessment database with associated costs and will reflect additional requirements over and above what is discovered by the condition assessment staff.

Standards Development

A standards-based approach to the assessment will be followed to ensure objective and credible findings. These standards will include district input, the SHW Ed Specs, and TEA guidelines and requirements, and will take into consideration best practices from districts throughout the State of Texas. Jacobs will lead FBISD personnel in the development of educational adequacy standards to be incorporated into a comprehensive educational suitability assessment. These standards will include assessment components, priorities and weightings, square footage parameters, and a detailed quantification of elements of instructional spaces. The standards shall also include area programs and target enrollments for each school type. The educational analysis will measure the cost impact of standards modifications.

It is anticipated that various individuals and groups will be involved in the development of these standards and Jacobs shall prepare a plan to assemble a representative group of FBISD stakeholders with whom to conduct a series of work sessions to review and revise these standards. The component areas to be evaluated include:

- Capacity
- Support for Programs
- Technology
- Supervision
- Instructional Aids
- Physical Characteristics
- Learning Environment
- Relationship of Spaces

Jacobs will conduct two one-day work sessions to review and revise the standards.

5.0 Building Condition Assessment

Jacobs will perform a Building Condition Assessment of designated district facilities. These assessments will be conducted by as many as three teams with as many as three assessors per team; one assessor will focus on architectural systems, one will focus on electrical systems, and the other on mechanical and plumbing systems. Additionally, a civil/site assessor will focus on site items as required. The assessments will focus on building systems and identifying current and near-term deficiencies. In addition, the assessors will collect life-cycle data to project capital replacement requirements over the next 10 years.

Building Condition Assessment levels will be established for FBISD facilities based on the building date of construction provided by the District. For schools that have been constructed in 2008 or later, a life-cycle assessment is planned utilizing one building professional. For those facilities constructed in 2003 through 2007, an architect and mechanical professional will visit the facility to perform a life-cycle assessment and to gather additional relevant condition information from a cursory walk-through and interviews with school personnel. Lastly, those facilities constructed prior to 2003 will receive a comprehensive assessment where all disciplines including architectural, mechanical, plumbing, electrical and civil will be represented. The assessment level planned for each location is depicted in the included document.

Building Condition Assessment forms will be used to document both current deficiencies and life-cycle data at both site and building levels. Jacobs will coordinate with district personnel to obtain any existing assessment data prior to and immediately following field assessments. Jacobs will input deficiencies and life-cycle data identified by the assessment team into the M.A.P.P.S™ assessment and capital planning database. Jacobs will also prepare updated replacement and soft cost models for use in calculating the total deficiency budget and for calculating the Facility Condition Index (FCI) for each building and campus assessed.

6.0 Capital Facility Planning

A long-range facilities capital plan will be developed including program recommendations, summaries of the assessment data and analysis, a master schedule, and a master budget for all projects escalated to their dates of construction. This long-range plan will be presented to the FBISD board at the November 2013 Board Meeting.

7.0 Meetings, Reporting and Software Training

Upon completion of the assessment and the entry of assessment data in MAPPS™, Jacobs will develop an overall analysis of FBISD facilities. It is anticipated that the analysis will include current deficiency costs for each building and campus, a 10-year life cycle capital renewal forecast, and a FCI for each facility. The facility condition data will be available via reports from the MAPPS™ database and a printed report for each school. A district wide summary will be developed for presentation to the administration and/or school board.

Jacobs will participate in meetings in support of FBISD to finalize the reports and data in preparation for reporting to stakeholders. Jacobs will attend three meetings to support the effort.

Jacobs will prepare a written facilities pre-bond plan that includes the results and findings from the assessment, as well as the capacity analysis for district enrollment growth. This plan will be a multi-year, prioritized plan of action that sets forth the timeline and cost for meeting FBISD facilities and capital improvement requirements. The plan's assessment of requirements and recommendations for action will be based on the combination of demographic analysis, enrollment projections, educational mission, and facility condition.

Jacob's MAPPS™ software application will be provided to FBISD following the completion of this study with a perpetual license for ongoing use, at no additional cost to FBISD. A two day training session for up to ten people will be conducted upon conclusion of the project. Follow-on technical support, training, RSMean's® cost updates, and maintenance may be provided at the districts option for an addition annual fee of \$15,470.00 per year according to the MAPPS™ Software License Agreement beginning one year after following the completion of the project.

Deliverables

One hard-copy draft report per school, along with a district summary will be provided to FBISD, in addition to electronic copies. Per the schedule below, FBISD will have two weeks to review and comment on the draft report. Jacobs will then prepare a final report over a time period of one week. The final report will be presented at the November 2013 Board Meeting

The Jacob's MAPPS™ software and perpetual license for use and access will be delivered and training conducted following FBISD's acceptance of the final report.

All data compiled or contained in any format, whether hard-copy or electronic, shall be the property of FBISD.

Conditions





The following conditions apply to our participation on this project:

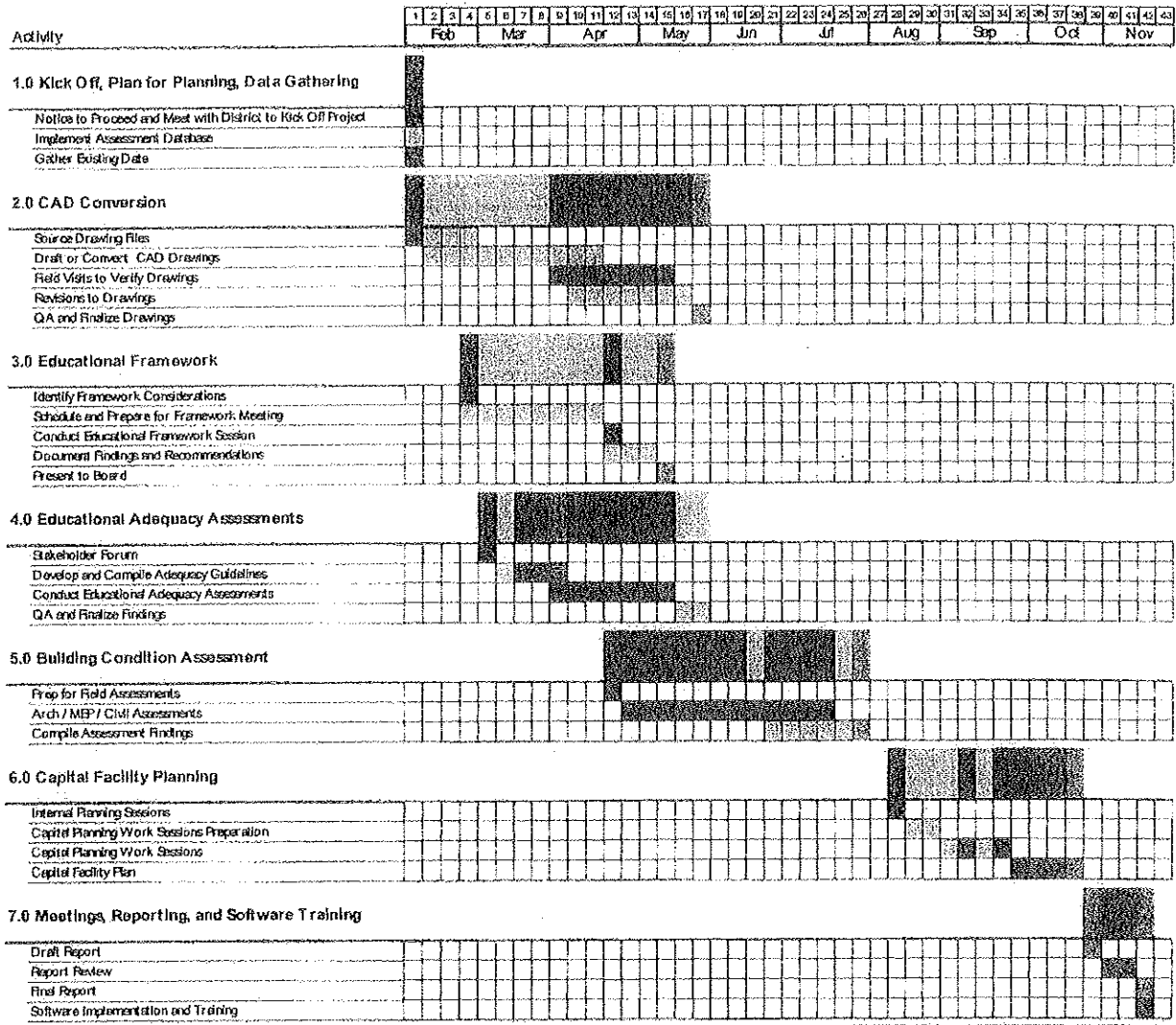
1. FBISD will provide requested information and prior reports.
2. The project fee is built on labor required to assess and plan 11,191,672 square foot. If the square footage is increased or decreased significantly, the fee will be adjusted accordingly.
3. FBISD will provide access to all areas of the building for Jacobs to complete the survey during the scheduled survey times.
4. Jacobs will be allowed to complete the scope of services during normal business hours.
5. Jacobs will attempt to identify the conditions FBISD facilities through a visual inspection. Some conditions may exist that are beyond reasonable access for this type of investigation. FBISD acknowledges and agrees that Jacobs has no liability or responsibility related to any such undiscovered conditions that would require destructive testing or disruption of services to the building.

Schedule

Jacobs is prepared to begin this project upon receipt of a signed standard Professional Services Agreement. The schedule included assumes a notice to proceed by February 4, 2013. Logistical arrangements will be scheduled for the assessors to access the buildings once notice of dates and times for the site visit have been coordinated with the designated FBISD project manager. The schedule assumes site visits for 11,191,672 square feet of facilities at 91 schools and support facility locations. Educational adequacy will be performed by five assessors over a period of seven weeks; building condition assessments will be carried out by three teams over a period of 11 weeks.

Fort Bend Independent School District Facilities Assessment and Capital Plan

-  Preparation and Offsite Activities
-  On-site or Emphasis Activities
-  Project Milestones or Deliverables
-  Final Report and Training Review



Fee

Jacobs will perform the scope of services outlined above for the lump sum fee of \$1,452,442 as provided in the chart below.

Also listed below is a fee for performing Community Engagement Support as an Optional Service. Adding this to the scope would add an additional \$274,072 to the overall fee. Scope and final fee for this effort to be finalized at the time the option is exercised.

The included fee was developed by calculating hourly requirements by task for specific personnel. It is inclusive of all expenses which may include travel, mileage, printing and office expenses. Should the hourly requirements for any particular activity exceed the estimated hourly requirements, no additional fees will be assessed.

Jacobs will use the District's SHW created Educational Design Guidelines for the Educational Adequacy Assessment Standards.

The fee proposed includes the perpetual license for access to and use of the Jacobs' MAPPSTM software, plus the technical support of Jacobs' M.A.P.P.S™ software for one year following the completion of the project. Subsequent support of the software will be based on the M.A.P.P.S™ Software License Agreement.

The fee for Building Condition Assessment Effort was developed with specific levels of assessment assigned to facilities based on dates of construction. Schools constructed before 2003 will get a comprehensive assessment that will include educational adequacy, life cycle, as well as identification of current deficient conditions. Schools and facilities built between 2003 and 2008 will receive an educational adequacy assessment, life cycle assessment as well as a cursory review by an architect and mechanical building professional. Those schools built since 2008 will receive an educational adequacy assessment as well as a life cycle review performed by an architectural professional. The breakout by facility is depicted after the fee proposal.

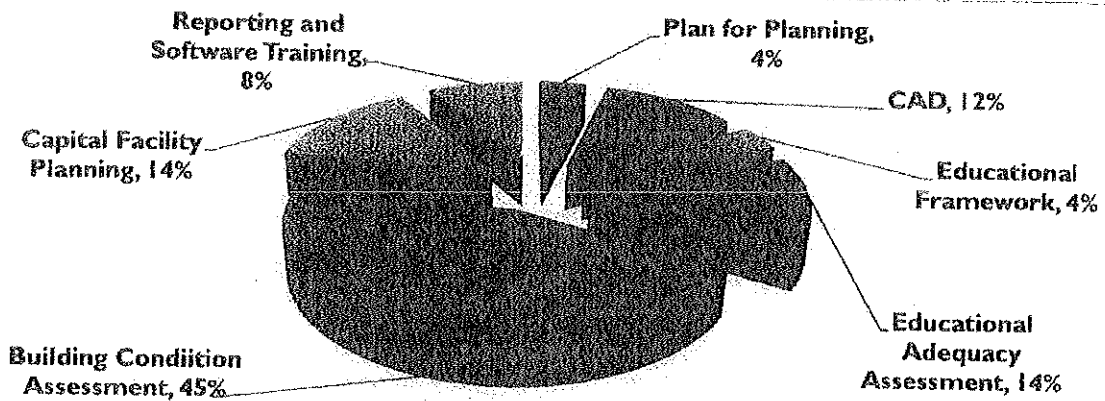
Fort Bend ISD Fee Proposal

Estimated Number of Schools / Facilities 91
 Estimated Total Square Feet 11,191,672

Activity	% of Total	Count	Total Fee
Base Fee Proposal			
1.0 Kick Off, Plan for Planning, Data Gathering	4%	282	\$ 58,930
2.0 CAD Conversion	12%	1,984	\$ 173,012
3.0 Educational Framework	4%	299	\$ 56,740
4.0 Educational Adequacy Assessments	14%	1,504	\$ 197,217
5.0 Building Condition Assessment	45%	4,648	\$ 646,845
6.0 Capital Facility Planning	14%	892	\$ 201,650
7.0 Meetings, Reporting, and Software Training	8%	854	\$ 118,040
Total Proposed Fee for Base Services	Cost per Foot	12.98 e/SqFt	10,463 \$ 1,452,442

Optional Services Proposal

8.0 Community Engagement	1,448	\$ 274,072
Total Proposed Fee for All Services	11,911	\$ 1,726,514



			Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
High Schools	Year Built	Total SF				
Dulles High School	1962	368,790				
Tech Ed. DHS	1973	34,762				
Willowridge High School	1979	399,280				
Clements High School	1983	370,234				
Kempner High School	1988	329,345				
Elkins High School	1992	332,170				
Austin High School	1995	306,272				
Hightower High School	1998	344,620				
Bush High School	2001	359,477				
Marshall High School	2002	341,205				
Travis High School	2006	354,406				
Design & Construction Bldg.	2008	8,120				
Ridge Point High School	2010	352,245				

			Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
Middle Schools	Year Built	Total SF				
Dulles Middle School	1965	212,538				
Sugar Land Middle School	1975	183,939				
Quail Valley Middle School	1978	178,600				
First Colony Middle School	1985	167,633				
McAuliffe Middle School	1986	167,640				
Hodges Bend Middle School	1987	173,548				
Lake Olympia Middle School	1992	187,800				
Garcia Middle School	1995	204,000				
Sartartia Middle School	2001	213,100				
Fort Settlement MS	2001	213,100				
Baines Middle School	2006	213,100				
Crockett Middle School	2007	228,566				
Missouri City Middle School	2008	211,291				
Bowie Middle School	2011	209,869				

Elementary Schools	Year Built	Total SF	Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
Lakeview Elementary	1964	93,100				
Blue Ridge Elementary	1969	66,562				
Ridgemont Elementary	1973	78,048				
Meadows Elementary	1973	73,483				
Dulles Elementary	1976	91,585				
Briargate Elementary	1977	74,100				
Townewest Elementary	1978	73,160				
Lantern Lane Elementary	1979	74,700				
Ridgegate Elementary	1981	75,546				
Colony Bend Elementary	1981	72,750				
Mission Bend Elementary	1981	74,895				
Sugar Mill Elementary	1984	76,750				
Settlers Way Elementary	1984	76,665				
Palmer Elementary	1985	77,635				
Hunters Glen Elementary	1985	77,635				
Highlands Elementary	1986	75,747				
Mission Glen Elementary	1986	75,747				
Pecan Grove Elementary	1988	75,747				
Austin Parkway Elementary	1989	81,830				
Barrington Place Elementary	1990	81,830				
Colony Meadows Elementary	1991	81,830				
Mission West Elementary	1991	81,830				
Walker Station Elementary	1992	81,830				
Glover Elementary	1994	81,830				
Lexington Creek Elementary	1994	81,830				
Fleming Elementary	1994	81,000				

Elementary Schools	Year Built	Total SF	Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
Burton Elementary	1996	81,000				
Commonwealth Elementary	1997	81,000				
Brazos Bend Elementary	1997	81,000				
Sienna Crossing Elementary	1998	82,500				
Oyster Creek Elementary	1999	82,500				
Goodman Elementary	2000	82,500				
Drabek Elementary	2001	83,000				
Jordan Elementary	2002	83,000				
Scanlan Oaks Elementary	2004	83,606				
Holley Elementary	2005	83,606				
Oakland Elementary	2006	90,189				
Jones Elementary	2007	88,372				
Armstrong Elementary	2007	95,000				
Parks Elementary	2007	88,880				
Cornerstone Elementary	2007	90,189				
Quail Valley Elementary	2008	88,880				
Schiff Elementary	2008	90,189				
Seguin Elementary	2009	93,765				
Ridgemont Early Child Ctr.	2010	34,500				
Heritage Rose Elementary	2010	133,864				

			Ed Suit	Life Cycle	Arch/Mech Assessment	Comprehensive
Other Schools	Year Built	Total SF				
Progressive HS	1986	87,482				
M. R. Wood Alt.	2005	47,870				
Ferndell Henry Alt.	2010	70,000				
Admin	Year Built					
Athletic Complex	1977	47,195				
PFC Admin Annex	1980	54,316				
Transportation Center	1982	24,700				
Administration Bldg.	1985	75,485				
Ed Complex + Progressive	1986	87,482				
Warehouse Center	1987	72,320				
Administration Annex	1987	40,110				
Kempner Ag	1988	8,280				
Trammel Fresno Ag	1997	8,280				
Don Cook Natatorium	1998	39,471				
Transportation West	1998	23,600				
Hopson Field House	2003	57,842				
Hall Stadium	2003	16,584				
Warehouse Sugar Land		9,800				
Aquatic Practice Facility		-				

Fort Bend Independent
School District (FBISD)
RFQ Cover Sheet

Job No.:	13-035ML
Due Date:	11/13/2012
DUE NO LATER THAN 11:00 A.M. CST LATE SUBMISSIONS WILL NOT BE ACCEPTED	

**Request for Qualifications (RFQ) : 13-035ML
FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN**

PLEASE NOTE

Carefully read entire document.
Complete all forms and submit
your response with all appropriate
attachments.

Please submit your hard copy response in an
envelope with Job No., description,
and marked "STATEMENT OF
QUALIFICATIONS".

RETURN QUALIFICATION PACKET TO:
Attn: Ms. Michele Leach, RTSBA- Purchasing
Fort Bend Independent School District
555 Julie Rivers Drive
Sugar Land, TX 77478

For additional information contact Michele Leach at (281) 634-1828 or by email at
michele.leach@fortbendisd.com

You must sign below in ink and all responses must be typewritten or written in ink

Company Name: _____
Company Address: _____
City, State, & Zip _____
Taxpayer I.D. # _____
Telephone # _____ Fax # _____ e-mail _____
Print Name _____
Signature _____

RETURN THIS DOCUMENT IN SOLICITATION PACKAGE

FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN

Introduction

Fort Bend Independent School District (FBISD) is seeking statements of qualifications for professional services from licensed engineers or architects who are qualified to prepare and compile a five (5) year Capital Improvement Plan (CIP) for the District. Each firm is invited to present qualifications and supporting documentation for compiling such a plan which will be developed by working in conjunction with FBISD Staff (Design and Construction, Facilities and other Administrators as appropriate).

I. GENERAL INFORMATION:

- 1.1 This solicitation shall be governed by the following documents which are incorporated by reference only, and are not part of this Solicitation. A copy may be obtained at <http://www.fortbendisd.com/docs/purchasing/general-provisions-for-purchasing-solicitations-and-contracts.pdf> or by contacting the Fort Bend ISD Buyer listed on the cover sheet. Any exception to the terms and conditions must be included in the Proposer's response.

Texas Government Code Section 2254
Purchasing and Acquisition, FBISD Policy CH (Legal)
Purchasing and Acquisition, FBISD Policy CH (Local)

- 1.2. FBISD will accept statements of qualifications either by mail or hand delivery until November 13, 2012 at 11:00 AM CST. Submissions received after the opening date and time will not be accepted and will be returned unopened. One (1) original, four (4) copies and one (1) electronic (pdf format on CD) copy of the response are required for evaluation purposes. Submissions should be clearly marked "FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN" with the company's name, return address, opening date and time and be addressed to: Fort Bend Independent School District, PURCHASING DEPARTMENT, Attn: Michele Leach, 555 Julie Rivers Drive, Sugar Land, Texas 77478.

1.3 TIMETABLE:

Item	Activity	Date
1	RFQ starts to advertise (1st run)	10/25/2012
2	RFQ advertises (2nd run)	11/01/2012
3	Deadline to submit questions	11/05/2012
4	Replies to questions will be posted on webpage http://purchasing.fortbendisd.com/CurrentBids.aspx	11/08/2012
4	Deadline for submitting Qualifications 11:00AM CST	11/13/2012
5	Interviews (if necessary)	12/3/2012

2. SCOPE OF SERVICES

2.1 **GOALS OF SERVICES:** During this current 2012-2013 school year, Fort Bend ISD has enrolled approximately 69,000 students, in over 74 schools/campuses and other auxiliary buildings, a list of which is attached hereto as Appendix A. The 5 year Capital Improvement Plan (CIP) should include a survey of all District facilities with the following goals in mind:

1. Educational adequacy of all facilities.
2. Parity among school facilities.
3. Goals for institution of a “sustainable design” program for all existing, renovation and new facilities using the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Program.

2.2 **AVAILABLE RESOURCES AND DOCUMENTS:** In 2010, the District staff prepared facilities assessment of all campuses and has an understanding of the nature of issues, problems or warranted upgrades by location. The District also has a comprehensive HVAC report of existing central plants and has an understanding of the nature of issues, problems and warranted upgrades. Finally, the District has enrollment projections for the next ten (10) years along with the anticipated need for new facilities and the time frame for campus openings. The successful firm will be provided a copy of all of the above information and documents upon selection.

2.3 **SCOPE OF REVIEW:** The successful firm will be expected to review, evaluate and address the following factors related to all the facilities within Fort Bend ISD in developing a written CIP for improvements that cannot be accommodated through normal M&O funding:

1. Capacity – school capacity including:
 - a. The number of students housed in temporary buildings.
 - b. Capacity of core facilities
 - c. Availability of parking
2. Support for Programs – facility support for FBISD programs:
 - a. Academic Core spaces
 - b. Special Education
 - c. Ancillary Instruction
 - d. Art Classrooms and Labs
 - e. Music
 - f. Vocational
 - g. Gymnasium
 - h. Auditorium/Performing Arts
 - i. R.O.T.C.
 - j. Media Center/Libraries
 - k. Ridgemont Early Childhood Center model
 - l. Athletics/Physical Education including Playgrounds
3. Technology – Standardization of technology within the district and

technical/physical infrastructure support for these systems.

4. Security and Supervision
 - a. Site Level Adequacy
 - b. Building Level Adequacy
 - c. Room Level Adequacy
5. Instructional Aids -- (Smart Boards, etc.)
6. Physical Characteristics
 - a. Physical Appearance
 - b. Building Envelope including roofs, windows, exterior doors
 - c. Elevators (two story or more buildings)
 - d. Restrooms to meet ADA and water conservation standards
 - e. Common Area finishes
 - f. Room Finishes
 - g. HVAC and DDC Controls
 - h. Energy Efficiency including electricity, gas and water usage
 - i. Parking Lots and Driveways
 - j. Temporary Buildings
 - k. Kitchen Equipment
7. Learning Environment -- adequate space, quiet, good acoustics, good indoor occupant thermal and lighting comfort and environmental compliance.
8. Relationship of Spaces -- Conducive to learning and appropriately located based on use (e.g. Administration easily accessible at main entrance, student dining offset from main school activities, adequate wayfinding signage)

2.4 It is anticipated that the final CIP document, which shall be provided in both a hard copy and editable electronic version (Word and Excel and possibly other formats to be determined), will include, but will not be limited to, the following information:

1. Executive Summary of recommended projects and overall cost estimate
2. Description of individual projects, including justification for such projects.
3. Prioritize the projects, based on current condition, wear and tear and useful life remaining.
4. Time line for each proposed project, to be executed within the five (5) year CIP window based on the enrollment needs of the District OR condition of existing building/equipment etc.,
5. Cost estimate for individual projects, with appropriate construction escalation factors included based on the time line for such project/s. Cost estimates must include all soft costs, hard costs, FF & E and projection of all associated utility connection fees.
6. Appendix with any attachments, supporting documentation such as photographs etc.
7. Please note, the data contained in the final document will become the property of

Fort Bend ISD.

- 2.5 The successful firm will collaborate with designated staff members from FBISD and provide the services under the guidance of appropriate representatives from District's Auxiliary Services Department. The firm will participate in regularly scheduled meetings with FBISD staff as required to discuss, formulate, prioritize and finalize the CIP. It is anticipated that multiple meetings will be held with FBISD stake holders including the following but not limited to: Design and Construction Staff, Facilities Staff, Chief Auxiliary Services Officer, Department of School Administration (DOSA) etc. The firm will also collaborate with FBISD staff and participate in necessary presentations to FBISD Administration and/or Board of Trustees as required regarding the final CIP.

3. **EVALUATION OF SUBMISSIONS:** The District will make its selection of the most qualified firm based upon documented and demonstrated competence and qualifications to perform the services as requested in the best interest of FBISD. An Evaluation Committee will review statements of qualifications submitted in response to the solicitation. The Evaluation Committee may create a short list of three (3) or more firms based on factors listed above. Interviews and/or presentations to the District and/or the Board of Trustees may be scheduled with shortlisted firms.

4. **QUALIFICATION REQUIREMENTS:** The following is a summary of the information to be provided by each proposer. **Please include the following information in your statement of qualifications under separate tabs for ease of review.** In addition to this required information, feel free to provide any other information you believe would be helpful in assessing your firm's ability to perform the indicated services to FBISD.
 - 4.1 Discuss your firm's approach (road map) in assisting the District with the preparation of the proposed five (5) year Capital Improvement Plan. The description may include the following but not limited to: written description of action plans, graphs, proposed tasks, schedule of proposed activities, anticipated meetings, milestones and a sample of how a portion of the end product may look.

 - 4.2 Discuss your firm's understanding of various school facilities (such as Elementary, Middle and High Schools, Stadiums, Aquatic Facilities, Bus Facilities, Support Facilities, Agricultural Facilities etc.) Provide descriptions that convey how your firm has an understanding of the overall life cycle of a building or component/s of a building or site. Provide descriptions that convey how your firm has an understanding of when building systems, or components, need to be replaced along with the capability to estimate its replacement cost.

 - 4.3 Discuss and/or include samples (excerpts) of similar Capital Improvement Plans your firm was responsible for compiling for other public agencies such as School Districts, Higher Education Institutions, City or County etc., Attach samples or excerpts from such plan that clearly indicate the projects, proposed timelines, cost estimate associated with each project and any other relevant information.

- 4.4 Provide resumes of the staff to be assigned to work with the District, including areas of expertise, degrees, certifications and involvement with creation of similar work product. List the office locations, telephone numbers and email addresses for such individuals and indicate the lead professional assigned to FBISD.
- 4.5 Indicate your firm's past experience with FBISD or other Texas School Districts. Include list of projects involved along with brief description of the services rendered.
- 4.6 Each firm is expected to list a minimum of four (4) references the firm has worked with over the last five years. Two of such references, should be related to K-12 educational organizations. (No references from FBISD will be considered).

No Cost Proposal should be submitted at this time. Please do not include any hourly rates or any other cost related information. The District will negotiate a fair and reasonable fee proposal at later date.

5. **CONFLICT OF INTEREST:** By submitting a proposal, each firm certifies that there exists no current or anticipated conflict of interest with the representation of the District as a design professional. In the District's sole judgment, failure to properly identify a Conflict of Interest may result in disqualification of a proposer or subsequent termination of the contract.

6. **INSURANCE:**

- 6.1. Provide information on the professional liability insurance carried by your firm.
- 6.2. List any claims, enforcement actions, ethical complaints or litigation that your firm or any principal employee of your firm/shareholder is currently involved in or party to, related to services provided by your firm.

7. **TERMS OF AGREEMENT:** Selection of any firm will not be binding on the District until the Board of Trustee's formal approval and execution of a professional services agreement between the District and the successful firm.

8. **CLARIFICATION AND DISCUSSION:**

- 8.1. The District is under no obligation to conduct discussions with any firm, but may, at its sole discretion, elect to conduct interviews with selected proposers.
- 8.2. The District will notify firms of the need for clarification of the information submitted and the District reserves the right to request additional information from any firm.
- 8.3. Representatives of firms interested in responding to this RFQ or agents thereof are prohibited from contacting and discussing this RFQ with the District's Board of Trustees, Administrators, or staff from the date of receipt of this notice through the date of Trustee action awarding this contract, except when contacted by Ms. Michele Leach, Director of Purchasing and Materials Management. Failure to abide by this provision may result in disqualification from the selection process.

9. SPECIAL TERMS AND CONDITIONS:

- 9.1. Inquiries and requests for information affecting the RFQ must be in writing and shall be directed to Ms. Michele Leach, Director of Purchasing, via email to michele.leach@fortbendis.com . To provide FBISD sufficient time to adequately prepare responses to inquiries, all questions must be submitted by end of business on November 5, 2012 and all questions will be answered in writing and be posted on the District's Purchasing Department webpage by the end of business on November 8, 2012. Any prospective respondent detecting a conflict or ambiguity in the RFQ should notify the Director of Purchasing, in writing, setting forth the grounds of the alleged conflict or ambiguity and request the issuance of a clarifying addendum by November 5, 2012. If FBISD believes that clarification is necessary and proper, a clarifying addendum will be distributed to all prospective firms. FBISD will not be bound by any oral or other informal explanation of the requirements of the RFQ documents.
- 9.2. Provide detailed explanations of any variances or exceptions the offeror has with any requirement or term specified in this RFQ and thoroughly explain any alternate services or deliverables offered.
- 9.3. FBISD is not responsible for any costs incurred by the firm for the preparation or distribution of the response to this RFQ, or any oral presentations required to supplement and/or clarify a proposal that may be required by the District.

10. PROPRIETARY INFORMATION:

Proprietary information, if submitted to FBISD in response to this RFQ, should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

HUB OR MINORITY OWNED BUSINESS (Tracking purposes only)

1. Is your company owned (51% or more) by an individual or individuals designated as minority, woman-owned or handicapped? YES ___ NO ___

2. If you answered yes to question number (1), please submit a copy of the applicable certification with your proposal document.

Fort Bend Independent School District does not currently maintain set-asides or give preference to HUB proposals. The above information is solicited for the purpose of statistical tracking only.

The Fort Bend Independent School District's Supplier Diversity Program ensures that the District will use its best efforts to inform small, women-owned, and minority businesses of current and future purchasing activities. The District encourages the participation of these businesses in purchasing of all goods and services. This information can be found at: <http://www.fortbendisd.com/departments/business-and-finance/purchasing/supplier-diversity-program>

FORT BEND INDEPENDENT SCHOOL DISTRICT

Affidavit of Non-Discriminatory Employment

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature

Printed Name & Title

Company Name

RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE

MWBE REGISTRATION APPLICATION
(Tracking purpose only)

Fort Bend Independent School District
Purchasing Department
555 Julie Rivers Drive
Sugar Land, TX 77478
(281) 634-1801 Fax: (281) 634-1829

Instructions: To become registered with FBISD as a certified minority and/or woman owned business enterprise (MWBE) firm, complete this application, and attach a copy of your MWBE certificate. Mail or fax to the Purchasing Office at the above address.

Name of Company: _____

Mailing Address: _____ City/State: _____

Telephone Number: _____

Remit to Address (if different from above):

Mailing Address: _____ City/State: _____

Federal I.D. No: _____

E-mail Address: _____

Owner's Name: _____

Business Code: Please Check the Block That Applies

- | | |
|------------------------|------------------|
| 10 Sole Proprietorship | 20 Partnership |
| 30 Corporation | 40 Joint Venture |
- MWBE Ownership:
- | | |
|----------------------|------------------|
| 100 African-American | 200 Hispanic |
| 300 Asian | 400 Asian Indian |
| 500 Native American | 600 White Female |
- Gender:
- | | |
|----------|------------|
| 100 Male | 200 Female |
|----------|------------|
- Business Location:
- | | |
|-----------------------|----------------------|
| 100 Houston | 200 Texas |
| 300 Out of State (HQ) | 400 Fort Bend County |

- Houston Minority Business Council Women's Business Enterprise Alliance
- City of Houston HUB (State of Texas) Historically Underutilized Businesses

Signature of Authorized Agent: _____

Title: _____ Date: _____

RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract".

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

Authorized Company Official's Name (Printed):

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

RETURN THIS DOCUMENT IN QUALIFICATION PACKAGE

CONFLICT OF INTEREST QUESTIONNAIRE

PLEASE COMPLETE AND SIGN EVEN IF NO CONFLICT EXISTS

For vendor or other person doing business with local governmental entity **FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE
USE
ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Name of Business/Company

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CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company

Authorized Representative (Print)

Signature

Date

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REFERENCES

Please provide at least four (4) references (co. name, address, telephone no., e-mail address and contact) that have used your company for services FBISD is requesting in this RFQ. List those companies that have used your services in the last 1-5 years.

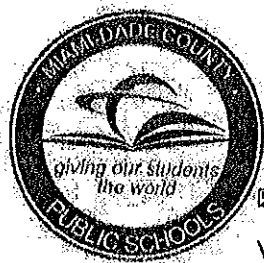
1. Co. Name _____
Contact _____
Address _____
Phone # _____ Fax # _____
E-mail Address _____

2. Co. Name _____
Contact _____
Address _____
Phone # _____ Fax # _____
E-mail Address _____

3. Co. Name _____
Contact _____
Address _____
Phone # _____ Fax # _____
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4. Co. Name _____
Contact _____
Address _____
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E-mail Address _____

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INFORMATION CAPSULE

Research Services

Vol. 1204
August 2012

Christie Blazer, Supervisor

THE IMPACT OF SCHOOL BUILDINGS ON LEARNING

At a Glance

This Information Capsule examines the impact of deteriorating school buildings on students and teachers. Research indicates that students attending schools that are in poor physical condition score lower on achievement tests than students in newer, functional buildings. Studies suggest that several specific factors contribute to lower levels of student performance, including poor air quality, excessive temperatures, poor lighting, and high levels of noise. Deteriorating schools have also been found to have a negative impact on student and teacher morale and have been linked to higher levels of teacher turnover.

Many educators maintain that the debate over how to improve education in the U.S. has ignored one critical element: the physical condition of schools. Students and teachers are held accountable for their performance, but it is extremely difficult to raise levels of academic achievement when teaching and learning take place in crumbling, antiquated facilities (Yeoman, 2012; American Federation of Teachers, 2006).

Millions of students attend structurally deteriorating schools that put their health and safety at risk on a daily basis. According to the Government Accountability Office and the American Society of Civil Engineers (as cited in Filardo et al., 2011), school districts have been under-spending on maintenance and repair for many years.

Substandard school buildings frequently have unsafe drinking water, moldy environments, inadequate fire alarms and fire safety, inadequate ventilation, insufficient lighting, noisy classrooms, no wiring for technology, peeling paint, and crumbling plaster (Yeoman, 2012; Filardo et al., 2011; Earthman, 2004; U.S. Department of Education, 2000). The American Federation of Teachers (2006) surveyed nearly 1,000 teachers and school staff across the U.S. and reported school building problems that included "rodent infestation, mice droppings, fallen ceiling tiles, poor lighting, mold that has caused mushrooms to grow, crumbling exterior walls, asbestos, severely overcrowded classrooms and hallways, freezing rooms in the winter and extreme heat in the summer, old carpeting, clogged bathroom toilets and no stall doors, inadequate circuit breakers causing frequent outages, and poor ventilation."

Research Services
Office of Assessment, Research, and Data Analysis
1450 NE Second Avenue, Suite 208, Miami, Florida 33132
(305) 995-7503 Fax (305) 995-7521

Studies have concluded that low-income and minority children are more likely to attend schools that are in poor physical condition (American Federation of Teachers, 2006; Earthman, 2004; Schneider, 2002). The 21st Century School Fund reported that from 1995 to 2004, the country's most disadvantaged students received about half of the funding for their school buildings (\$4,800 per student) as their more affluent peers (\$9,361 per student). In addition, districts with predominantly white students had significantly higher spending on their school facilities than districts with predominantly minority students. Spending on school construction from 1995 to 2004 ranged from an average of \$5,172 per student in districts with the highest concentration of minority students to \$7,102 per student in districts with the highest concentration of white students (Filardo et al., 2006).

The age of a school building is a strong predictor of building condition. Older buildings are less likely to have features such as controlled temperatures, acceptable lighting, good acoustics, and wiring for technology that are necessary for a quality learning environment (Earthman, 2004). Schneider (2002) pointed out, however, that the age of the school building itself should not be used as a measure of its quality. He noted that some schools built in the 1920s and 1930s still provide, with some modernization, excellent learning environments, while many schools built in the cost-conscious 1960s and 1970s do not.

STUDENT ACHIEVEMENT

Numerous studies have concluded that students in substandard school buildings perform at lower levels than students in newer, functional buildings. Researchers have found that students in deteriorating school buildings score between 5 to 11 percentile points lower on standardized achievement tests than students in modern buildings, after controlling for income level. In addition, some experts believe that the negative impact of substandard school buildings may be cumulative and continue to increase the longer the student attends an older, deteriorating school (Filardo et al., 2011; Hatfield, 2011; Cash & Twiford, 2010; Wilson, 2008; Earthman, 2004; U.S. Department of Education, 2000).

While the cumulative effect of the school building's condition has been linked to lower levels of student performance, further research has identified several specific factors that contribute to these outcomes, including:

Air Quality. Evidence indicates that poor air quality contributes to students' asthma, absences due to illness, difficulty concentrating, and lower achievement (Baker & Bernstein, 2012; American Federation of Teachers, 2006; Earthman, 2004; Schneider, 2002).

- The American Lung Association (as cited in Hatfield, 2011) reported that in 2008, 14.4 million school days were lost in the U.S. due to absences caused by asthma. Asthma is often attributed to persistent exposure to the airborne pollutants and poor ventilation found in deteriorating schools.
- The incidence of doctors' diagnosed asthma symptoms was found to be significantly higher in students attending schools with high counts of settled dust on the floor and furniture than for students in cleaner buildings (Smedje & Norback, 1999, as cited in Earthman, 2004).
- Concentration of carbon-based chemicals caused by malfunctioning ventilation systems has been linked to lower levels of student performance on tasks such as visual signal and color discrimination response reaction times (Earthman, 2004).

- Studies show that good ventilation is particularly important for children, especially those under 10 years old, because they inhale a greater volume of air in proportion to their body weights than adults do. Dust, mold, bacteria, allergens can cause major harm to young respiratory systems (Hatfield, 2011; Schneider, 2002; U.S. Department of Education, 2000).

Temperature Range. There is extensive research demonstrating a strong relationship between a comfortable temperature range and student achievement. Poorly functioning cooling and heating systems struggle to maintain temperature and humidity levels, subjecting students to classrooms that are too cold, too hot, too damp, or too dry (Hatfield, 2011; Earthman, 2004).

- Studies have found that students perform mental tasks best in rooms kept at moderate humidity levels (40% to 70%) and temperatures in the range of 68 to 74 degrees Fahrenheit. As students report greater discomfort, their achievement and task performance deteriorate (Earthman, 2004; Schneider, 2002).
- Students in non-air conditioned buildings have been found to perform 3 to 12 percentile points lower on measures of student achievement than students in air conditioned buildings (Earthman, 2004).
- Studies have found that reducing the classroom temperature in warm months (from 77 to 68 degrees Fahrenheit) increases the rate at which students perform basic tasks, such as subtracting numbers, categorizing logical statements as true or false, and comprehending text. A reduction of air temperature by 1.8 degrees Fahrenheit (within the range indicated above) was shown to improve performance in terms of speed by 2% to 4% on performance tasks (International Centre for Indoor Environment and Energy, 2009; Wyon & Wargocki, 2007, as cited in Baker & Bernstein, 2012).

Lighting. A number of studies have demonstrated that appropriate lighting is positively related to increases in student achievement. Conversely, in schools where the lighting is of poor quality, students do not perform as well as students in properly illuminated school buildings (Earthman, 2004; Schneider, 2002).

- During the 1970s and 1980s, many schools were built with no windows to save energy. Use of fluorescent lamps was common. However, most experts now agree that controlled daylight, combined with appropriate artificial lighting when needed, provides students with the best lighting conditions (Baker & Bernstein, 2012; Cash & Twiford, 2010; American Federation of Teachers, 2006; Schneider, 2002).
- Studies conducted to determine how much of the increase in student performance can be attributed directly to lighting conditions have produced varying estimates, ranging from 0.3% to 26% (Baker & Bernstein, 2012). Hatfield (2011) reported on a series of studies that analyzed standardized reading and mathematics scores among students exposed to different lighting conditions. Students exposed to the most daylight were found to have a 21% increase in performance compared to students exposed to the least daylight. The original study controlled for student demographics and years of teacher experience and was replicated in three different school districts, then verified by a re-analysis of the data two years later.

Acoustics. Research shows that there is a correlation between appropriate acoustical conditions and student achievement. Studies have found that high levels of noise, both inside

and outside of the classroom, have a negative impact on student performance (Baker & Bernstein, 2012; Earthman, 2004).

In substandard school buildings, old air conditioning, electrical, and plumbing systems contribute to ambient noise. New and renovated schools are equipped with quieter HVAC systems and often include absorptive acoustical treatments for classroom walls, floors, and ceilings that reduce disruptions from adjacent classrooms or nearby facilities, such as highways, airports, or construction sites (Hatfield, 2011).

- Studies have found that children in loud classrooms score significantly lower on standardized tests measuring reading and mathematics abilities than children in quieter classrooms (Hatfield, 2011; Schneider, 2002).
- According to Earthman (2004), a California study found that third grade students in noisy buildings were .4 years behind in reading and .2 years behind in math than students in quieter classrooms. Sixth grade students in noisy buildings were .7 years behind in reading.
- The American Federation of Teachers (2006) reported that speech recognition by regular education students under noisy conditions can drop from an average of 95% to as low as 30%.

STUDENT ATTITUDES

Experts agree that deteriorating schools affect student morale. Studies indicate that student attitudes become more positive after they move into new or renovated school buildings (Filardo et al., 2011; Cash & Twiford, 2010; Wilson, 2008; Earthman, 2004; U.S. Department of Education, 2000). The American Federation of Teachers (2006) noted: "The failure to invest in school buildings sends a cynical message of indifference to students, rather than showing them that we value their education."

Although it is not possible to establish a causal link between improved school attitudes and new or renovated school buildings, findings suggest a strong association between new surroundings and improvements in students' perceptions of their educational experience. Pre- and post-move surveys administered to high school students by Rudd and colleagues (2008) found that the greatest improvements in attitudes were in students' feelings of safety and pride. The proportion of students who said they felt safe at school most or all of the time increased from 57% to 87%. The proportion of students who said they felt proud of their school increased from 43% to 77%.

TEACHER PERCEPTIONS

Studies have found that teacher satisfaction is influenced by the condition of the school building (Cash & Twiford, 2010; Filardo, 2008; Rudd et al., 2008).

- Corcoran and colleagues (1988, as cited in US Department of Education, 2000) reported that the physical condition of the school building had a direct effect on teacher morale, sense of personal safety, feelings of effectiveness in the classroom, and on the general learning environment. The researchers also found that "where the problems with working conditions are serious enough to impinge on the work of teachers, they result in higher absenteeism, reduced levels of effort, lower effectiveness in the classroom, low morale, and reduced job satisfaction. Where working conditions are good, they result in enthusiasm, high morale, cooperation, and acceptance of responsibility."

- Researchers have found that control over environmental factors in the classroom has a strong influence on teacher morale. Teachers who have the ability to control light levels, sun penetration, acoustical conditions, temperature, and ventilation consistently report higher levels of job satisfaction (Buckley et al., 2004; Schneider, 2002; U.S. Department of Education, 2000).

TEACHER RETENTION

Researchers have concluded that the physical condition of the school facility is an important predictor of teachers' decisions to leave their current position. Studies have consistently found that quality teachers are attracted to and remain longer at higher quality school buildings (Yeoman, 2012; Filardo et al., 2011; Buckley et al., 2004).

- Buckley and colleagues' (2004) study of Washington, DC teachers found that the quality of the school facility was one of many factors influencing teacher retention rates. The researchers reported that the physical condition of the school facility was a significant predictor of retention rate. As the perceived quality of the school improved, the probability of retention increased. In fact, the poor physical condition of a facility played a larger role in teachers' decisions to leave a school than dissatisfaction with pay.
- Among Washington, DC and Chicago teachers who graded their schools as a "C" or lower, more than 40% said that poor conditions led them to consider changing schools and 30% were thinking about leaving the teaching profession. The percentages were even higher for teachers who had experienced health problems related to substandard school buildings: approximately 65% of such teachers in Washington, DC and 50% of teachers in Chicago reported that they were considering changing schools; and approximately 40% of the teachers in both cities said they were thinking about leaving the teaching profession (Schneider, 2003).

SUMMARY

Millions of students attend structurally deteriorating schools that put their health and safety at risk on a daily basis. Substandard school buildings frequently have unsafe drinking water, moldy environments, inadequate fire alarms and fire safety, inadequate ventilation, insufficient lighting, noisy classrooms, no wiring for technology, peeling paint, and crumbling plaster. Numerous studies have concluded that students in substandard school buildings perform at lower levels than students in newer, functional buildings. Researchers have found that students in deteriorating school buildings score between 5 to 11 percentile points lower on standardized achievement tests than students in modern buildings, after controlling for income level. Studies indicate that specific building conditions, including poor air quality, excessive temperatures, poor lighting, and high levels of noise, contribute to lower levels of student performance. Deteriorating schools have also been found to have a negative impact on student and teacher morale and have been linked to higher levels of teacher turnover.

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COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Agreement for Professional Services
 Jacobs Project Management Co.
 Facilities Needs Assessment - Project Number P.001595

School Board Meeting Date: 1-14-14

- All projects have been appropriated in the Adopted District Educational Facilities Plan (September 10, 2013) and in the District's Capital Budget.
- The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (September 10, 2013) and in the District's Capital Budget.

Comments: The Financial Impact is \$1,269,783. The source of these funds is already identified in the Adopted District Educational Facilities Plan, Page 65 - Facilities/Capital Salaries & Program Management Fees.


Department Name

Capital Budget

Department Head Name

Omar Shim
 Director

Department Head Signature



1. P. 2014

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

CONTACT: Mickey Aviles