Notice of Special Meeting
Board of Trustees
Wednesday, January 29, 2025

A Special Meeting of the Board of Trustees will be held on Wednesday, January 29, 2025, beginning at 6:00 PM, in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
2) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting.
3) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:
A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

A) Consultation with Attorney (Tex. Govt. Code Section 551.071) - Consultation with attorney regarding pending or contemplated litigation, settlement offers, or matters in which the duty of the attorney to the school district under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the state's open meetings laws.

B) Real Property (Tex. Govt Code Section 551.072) – Discuss the purchase, exchange, lease or value of real estate in which the discussion in an open meeting would have a detrimental effect on the ability of the school district to negotiate with a third party.

4) Reestablish the open meeting of the Galveston ISD Board of Trustees.
5) Discuss and consider contract with Studio Red Architects for architectural services related to the renovation of the Performing Arts Center and associated remodeling of Ball High School. 3
6) Discuss and consider issues related to the disposition of surplus property described as a parcel of land containing approximately 1.91 acres part of adjacent 11th Street, together with improvements located thereon, located at 1001 Winnie, Galveston, Galveston County, Texas. 13
7) Discuss and Consider GMP South Building Addition Package #7 14
8) Board Comments
9) Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

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For the Board of Trustees

Action Sheet

MEETING DATE: **January 29, 2025**

AGENDA ITEM: **Discuss and consider contract with Studio Red Architects for architectural services related to the renovation of the Performing Arts Center and associated remodeling of Ball High School.**

Following submitted proposals for the District's initiated RFQ 2023-24-007 process, GISD selected Studio Red Architects in overseeing the renovation of the Performing Arts Center and associated remodeling of Ball High School regarding architectural services. A panel representing different areas of GISD leadership selected Studio Red Architects from a group of nine architectural firms. Funds utilized will be from the 2022-2023 Bond series. Amount not to exceed $3,070,000.00.

RECOMMENDATION: **I move the Board of Trustees approve the contract for architectural services to Studio Red Architects as presented for the renovation of the Performing Arts Center and associated remodeling of Ball High School.**

Matthew Neighbors Ed. D.
Superintendent

Jeff Martello
Chief Financial Officer

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Standard Form of Agreement Between Owner and Architect

(Paragraph deleted)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Galveston Independent School District
3904 Avenue T
Galveston, Texas 77550

and the Architect:
(Name, legal status, address and other information)

Studio RED Architects
1320 McGowen St.
Houston, Texas 77004
Telephone: (713) 622-5333

for the following Project:
(Name, location and detailed description)

Libby Shearn Moody Performance Arts Center and Additional Renovations
Galveston, Texas 77550

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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§ 10.22 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever, in any manner, have claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Basic Services –	
Programming	$172,000.00
Standard Basic Services	$2,304,360.00
Special Basic Services	$593,640.00*
Total:	$3,070,000.00

* Special Basic Services include Theater Planning, Acoustical Curtains, Stage Extensions, Portable Platforms, Theater Acoustics, Theatrical and Gym AV, Landscape Architecture, Classroom AV, Structural Cabling/PA, Security, Commissioning, Room Scanning.

.2 Percentage Basis
(Insert percentage value)

( ) () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(*Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Per rate schedule referenced in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(*Insert amount of, or basis for, compensation.*)

On a case-by-case basis for each Additional Service as agreed to by the parties in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(*Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.*)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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Programming	Five and six tenths	percent(	5.60 %	%)
Schematic Design Phase	seventeen and seven hundredths	percent (	17.07	%)
Design Development Phase	twenty-one and one-half	percent (	21.5	%)
Construction Documents Phase	thirty-five and eight hundredths	percent (	35.08	%)
Procurement Phase	two and twelve hundredths	percent (	2.12	%)
Construction Phase	eighteen and sixty-three hundredths	percent (	18.63	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

11.6.2 Compensation for Alternate designs deleted or otherwise not constructed. When portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. For unperformed potions of the project, the lump sum fee shall be adjusted downward based on the proportionate share by which the project budget is decreased for the remaining portion of the project not yet performed in accordance with the schedule of values as set forth in Section 11.5.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1
(Paragraphs deleted)
Permitting and other fees required by authorities having jurisdiction over the Project; and

.2 Printing, reproductions, plots, and standard form documents;
(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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Additions and Deletions Report for

AIA® Document B101® – 2017

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Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:58:05 ET on 01/09/2025.

PAGE 1

~~**AGREEMENT** made as of the day of in the year~~
~~(In words, indicate day, month and year.)~~

...

Galveston Independent School District
3904 Avenue T
Galveston, Texas 77550

...

Studio RED Architects
1320 McGowen St.
Houston, Texas 77004
Telephone: (713) 622-5333

...

Libby Shearn Moody Performance Arts Center and Additional Renovations
Galveston, Texas 77550

PAGE 2

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") Architect warrants and represents that its employees performing the services under this Agreement are properly licensed in the State of Texas to perform the architectural, structural MEP/civil or other engineering services set forth herein.

...

See Exhibit A, Project Information

...

See Exhibit A, Project Information

...

Thirty Million and No/100 Dollars ($30,000,000.00)

PAGE 3

See Exhibit A, Project Information

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See Exhibit A, Project Information

...

See Exhibit A, Project Information

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See Exhibit A, Project Information

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TBD

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None.

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Dr. Matthew Neighbors
Superintendent
3904 Avenue T
Galveston, Texas 77550
Telephone: (409) 766-5121

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Zero Six Consulting
Bill Coltzer

...

UES .
4205 Vineland Rd., Ste. L1
Orlando, Florida 32811
Email: info@teamues.com
Telephone: (888) 824-7424

PAGE 4

DIG Engineers
11 Greenway Plaza
Houston, Texas 77046

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Envelope Consulting:
Zero Six Consulting

...

Jared Wood, AIA
Studio RED Architects
1320 McGowen St.
Houston, Texas 77004

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User Notes: (1382248046)

Telephone: (713) 622-5333
Email: wood@studioredarchitects.com

...

IMEG Structural Engineers
3700 W. Sam Houston Pkwy S.
Houston, Texas 77042

.2 Mechanical/Electrical/Plumbing Engineer:

DBR Engineering
9990 Richmond Ave., Suite 300
Houston, Texas 77042

.3 Technology:

DBR Engineering
9990 Richmond Ave., Suite 300
Houston, Texas 77042

.4 Civil Engineer (if needed):

DIG Engineers
11 Greenway Plaza
Houston, Texas 77046

.5 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Acoustical/AV Consultant:
~~**.2** Mechanical Engineer:~~Bai, LLC
4006 Speedway
Austin, Texas 78751
Telephone: (512) 476-3464

Theater Consultant:
Shuler Shook
325 N. Saint Paul, Suite 3250
Dallas, Texas 75201
Telephone: (214) 238-5123

~~**.3** Electrical Engineer:~~Graphics/Wayfinding:
DG Studios
3040 Post Oak Blvd.
Houston, Texas 77056

Landscape Architect:
Part of Basic Services, consultant TBD

PAGE 5

TBD

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N/A

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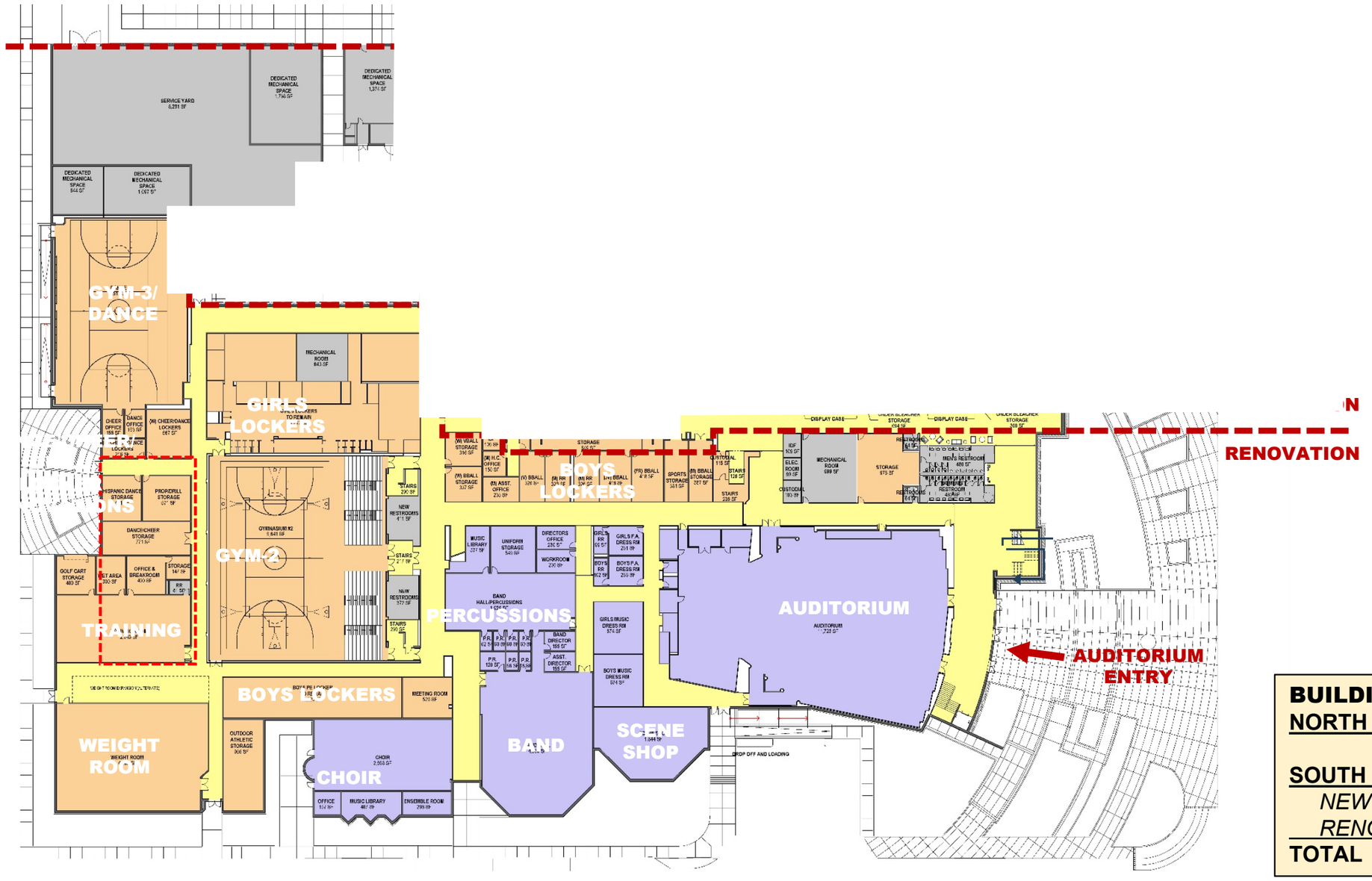
GALVESTON INDEPENDENT SCHOOL DISTRICT

New Ball High School – South Building (Gymnasium & Natatorium)

Floor Plans



BUILDING AREA SUMMARY:

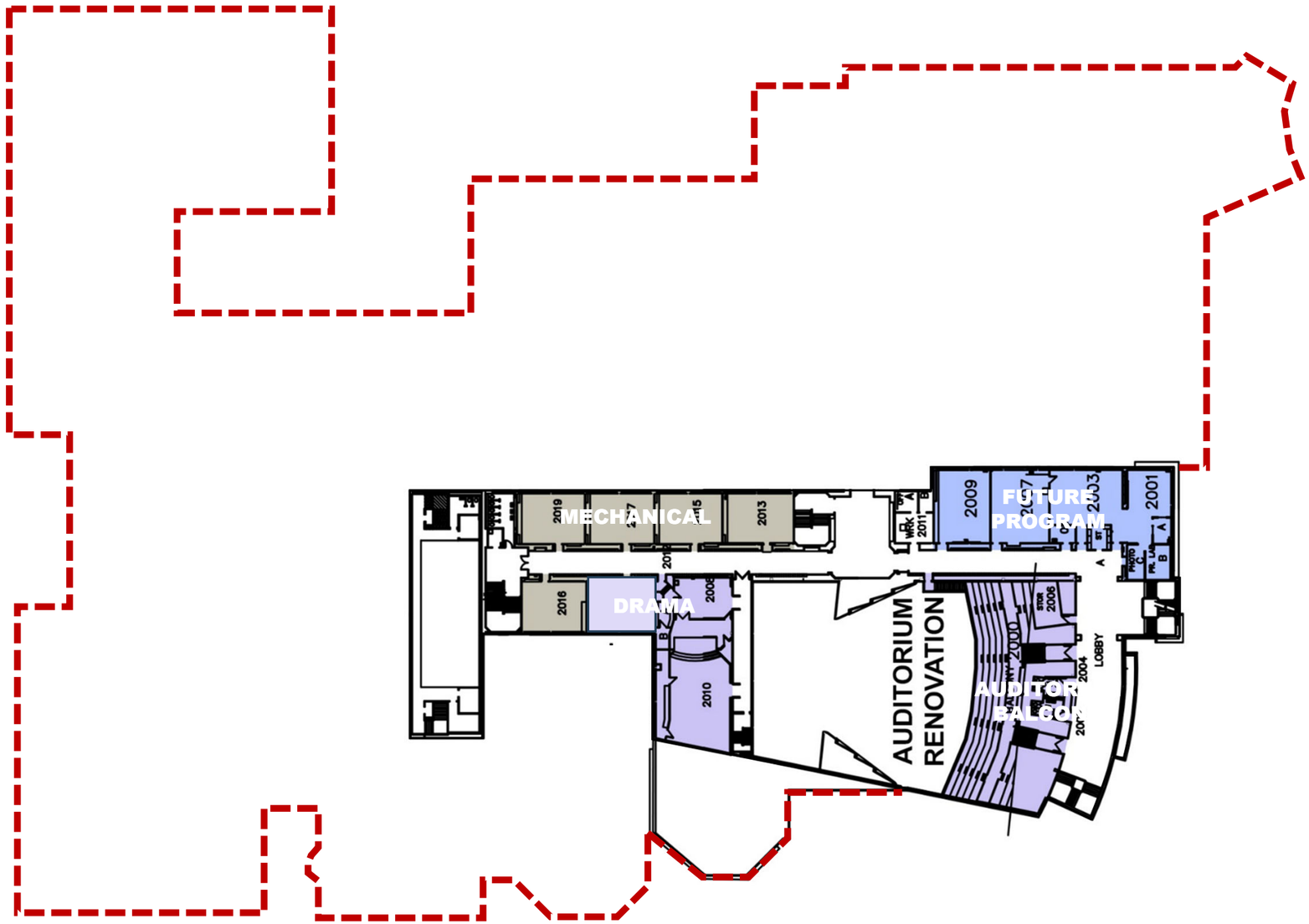
NORTH BLDG	**299,257 SF**
SOUTH BUILDING	**156,000 SF**
NEW ADDITION	*54,000 SF*
RENOVATION	*102,000 SF*
TOTAL	**455,257 SF**

1st Floor Plan

GALVESTON INDEPENDENT SCHOOL DISTRICT

New Ball High School – South Building (Gymnasium & Natatorium)

Floor Plans



2nd Floor Plan

STUDIO RED ARCHITECTS

1320 McGowen St.
Houston, Tx 77004
713.622.5333
studioredarchitects.com

SCHEDULE A

Studio RED Architects Q1 2025 Hourly Rate Schedule

Personnel	Per Hour
Partner	220.00
Principal	180.00
Project Manager	150.00
Senior Architectural Designer	150.00
Project Architect	120.00
Senior Designer	120.00
Architectural Intern III	100.00
Architectural Intern II	90.00
Architectural Intern I	80.00
Scholastic Intern	65.00
Administration	65.00

Action Sheet

MEETING DATE: **January 29, 2025**

AGENDA ITEM: **Discuss and consider issues related to the disposition of surplus property described as a parcel of land containing approximately 1.91 acres part of adjacent 11th Street, together with improvements located thereon, located at 1001 Winnie, Galveston, Galveston County, Texas.**

A parcel of property described as a land containing approximately 1.91 acres part of adjacent 11th Street, together with improvements located thereon, located at 1001 Winnie, Galveston, Galveston County, Texas ("Property") was declared surplus property by the GISD Board of Trustees on August 28, 2024. Bids were taken on the 1.91 acre parcel. Rosenberg Elementary property site.

The Board of Trustees is requested to listen to information provided by staff and to discuss issues related to the disposition of this property

RECOMMENDATION: **None - (This item is listed for discussion purposes only)**

Matthew Neighbors Ed. D.
Superintendent

Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE: **January 29, 2025**

AGENDA ITEM: **Discuss and Consider GMP South Building Addition Package #7**

The Board will receive information on the GMP South Building Addition Package #7 and will be provided an opportunity to ask questions about the information presented. The Board will be asked to consider approval at a subsequent meeting.

On Thursday, November 7, 2024, Gilbane-Kelso, acting as Construction Manager at Risk on behalf of Galveston Independent School District, received sub-contractor proposals for Package #7. The scope for this package includes construction of a new natatorium, competition gym, and their support spaces.

Upon receipt of all documentation, the team conducted a thorough review of the submitted proposals.

GMP Package will be provided under separate cover.

RECOMMENDATION: **None - (This item is listed for discussion purposes only)**

Matthew Neighbors Ed. D.
Superintendent

Jeff Martello
Chief Financial Officer