

BOARD OF TRUSTEES AGENDA

<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Regular	<input type="checkbox"/>	Special
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): **ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS AND FINANCE
ROLANDO SALINAS, DEPUTY SUPERINTENDENT FOR DISTRICT OPERATIONS
PEDRO FELAN, MAINTENANCE AND FACILITIES DIRECTOR
LUIS VELEZ, PURCHASING DIRECTOR**

Briefly describe the action required.

CONSIDERATION AND POSSIBLE APPROVAL OF THE PURCHASE OF HVAC EQUIPMENT FOR MEMORIAL JR HIGH PURSUANT TO AN APPROVED PURCHASING COOPERATIVE AND THE BOARD DELEGATES THE SUPERINTENDENT OR DESIGNEE THE AUTHORITY TO MAKE RELATED BUDGETED PURCHASES OF THESE GOODS OR SERVICES AS PER BOARD POLICY AND TO AMEND THE BUDGET ACCORDINGLY TO INCLUDE MATTERS RELATED TO THIS PROJECT.

- (C) Funding source: Identify the source of funds if any are required.

BUDGETED FUNDS

- (D) Clarification: Explain any question or issues that might be raised regarding this item.

SEE ATTACHED MEMORANDUM



MEMORANDUM

To: Mr. Ismael Mijares, Deputy Superintendent for Business and Finance

From: Mr. Luis A. Vélez, Purchasing Director



Date: Tuesday, May 14, 2024

Subject: **Approval of Purchasing Cooperative purchase**

In accordance with Board Policy CV, CVB, and state guidelines, attached for your review is the agenda item that requires the approval of the school board prior to using a purchasing cooperative to purchase HVAC Equipment for Memorial Junior High.

As previously discussed, the district issued a request for sealed proposals for the equipment and received no responses. Specifications and drawings for this project were completed by Wheaton Engineering & Environmental Science, LLC. The engineer's estimated cost of the project is \$1,428,000.

Please contact me should you need any further information regarding this matter.

 <p style="text-align: center;">PROPOSAL</p>	<p>WHEATON ENGINEERING AND ENVIRONMENTAL SCIENCE, LLC 410 S. Enterprise Pkwy. Corpus Christi, Texas 78405 Bus: (361) 299-1801 Fax: (361) 299-1804 TBPE FIRM REG #7915</p>
<p>Submitted To (Client): Eagle Pass ISD</p>	<p>Proposal # PA-09252023A</p>
<p>Project: HVAC Upgrades Classroom Wing Memorial Junior High</p>	<p>Proposal – Page 1 of 2</p>
<p>Location: Eagle Pass, TX</p>	<p>We hereby submit estimates and quotations for: The scope of the work for Memorial School’s campus will be as follows:</p> <ol style="list-style-type: none"> 1. Provide a title sheet showing the location general site plan of the work to be accomplished. 2. Provide a demolition plan indicating the removal and adjustment of ductwork, existing air handlers and potentially chill water lines. Intent will be to provide clearance and space for new systems installation. 3. Mechanical drawing showing split system layout utilizing positions originally set up for VAV units. Work will also include a layout for screening of the new condenser units exterior to the building. Installation diagrams and schedules of the mechanical equipment only included. 4. Electrical drawings indicating new power distribution to feed existing chiller unit power out to the campus wings to operate new split system units. 5. Plumbing drawings are required to provide condensate drainage to each of the new 64 split systems. <p>Estimated cost of the project is \$1,428,000, fees are set at 5% or \$71,400</p>
<p>References:</p>	<p>Attachments: <u>0</u> Pages</p>
<p>We Propose hereby to furnish professional services - complete in accordance with above specifications, for the sum of: Seventy One Thousand, Four Hundred Dollars (\$71,400.00)</p> <p>Payment to be made as follows: <u>Net 30 Days upon receipt, of payment to client, billed monthly</u></p> <p>Documents and professional papers shall remain personal property and company shall retain title thereof until final payment and settlement is made.</p>	
<p>Subject to term and Conditions of Sale Page 2 of 2</p>	<p>WHEATON ENGINEERING AND ENVIRONMENTAL SCIENCE, LLC (WHEATON) Authorized</p> <p>Signature _____ </p> <p>_____ Ronald B. Wheaton, P.E., Vice President _____ TBPE #73355 Date: _____ September, 25, 2023 _____</p>
<p><i>Acceptance of Proposal</i> - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance _____</p>	<p>Signature: _____ _____ (Client) _____ Title/Firm: _____</p>

Terms and Conditions:

Cancellation: If, following acceptance of this proposal by the **Client**, all or any portion of this order is canceled by the **Client** without default on the part of the **WHEATON** or without **WHEATON's** written consent, the **Client** shall be liable to **WHEATON** for cancellation charges including, but not limited to, **WHEATON's** incurred costs and such profit as would have been realized by **WHEATON** from the transaction had the agreement not been breached by the **Client**.

B) **Payment:** Payment terms for goods shipped hereunder will be net 30 days unless contrary terms appear on page 1 of 2 hereof or unless otherwise expressly agreed to in writing by **WHEATON**. **WHEATON** reserves the right to add to any account outstanding for more than 30 days a service charge of 1 1/2 % of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if lesser amount.

C) **Information Provided by Client:** Any existing information, including but not limited to existing calculations, drawings, investigations, soil borings, or any other information available to the **Client**, and having any affect on this work shall be provided to **WHEATON**.

D) **Products:** Complete bid specifications and bid drawings.
Materials supplied: (one (1) set of review drawings, (1) complete original bid package, (WHEATON Engineering drawings only).
* Complete, updated "as-built" drawings. are not included

E) **Agency Coordination:** This proposal also covers a reasonable amount of consulting time for consultation with the Facility Operations Staff representatives. Other contact is not included or in anyway implied.

- F) **Contractual Requirements:** Services and fees are dependent upon and require compliance with the following:
1. Design work and engineering required to perform changes in the base design made after the conceptual design completion and changes in the overall scope of work shall be treated as extras to be billed hourly or negotiated, fee charges shall be based on the most current revision of the **WHEATON** Rate sheet.
 2. Sufficient inspection services so as to comply with Section 19, Texas Engineering Practice Act are not included and not be performed by **WHEATON** without additional compensation from **Client** Payment shall be due for each completion point upon delivery in accordance with the following schedule. Payment shall be received for Step 2 before Step 3 is provided.

<u>Step</u>	<u>Percentage of Total Contract Billing</u>	<u>Completion Point</u>
1.....	20%	On Program Completion
2.....	80%	On Design Completion
3.....	95%	On Sealing and Issuing Final Drawings
4.....	100%	On Substantial Completion

Neither, **WHEATON**, **WHEATON's** consultants, nor their agents or employees shall be jointly, severally, or individually liable to the **Client**, in excess of the compensation to be paid pursuant to this Agreement, by reason or any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

It is understood and agreed that **WHEATON** 's basic services under this AGREEMENT do not include full-time construction observation or review of the Contractor's performance. **Client** acknowledges the importance of such services and, should **Client** have such services performed by a party other than **WHEATON**, the **Client** shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against **WHEATON** that may be in any way connected thereto.

In addition, if **WHEATON** does not perform full-time construction observation, **Client** shall, to the fullest extent permitted by law, indemnify and hold **WHEATON** harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of **WHEATON**.

The signatures of the concerned parties on page one of this form shall constitute an agreement between the parties such that **WHEATON** shall perform the described work in return for compensation from **Client** under the terms and conditions both documents and implied. **WHEATON**, appreciates the opportunity to provide these services.