

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
LUIS VELEZ, PURCHASING DIRECTOR**

Briefly describe the action required.

CONSIDERATION AND APPROVAL OF THE PURCHASE OF ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES FROM HELLAS CONSTRUCTION, INC. PURSUANT TO IGPA CONTRACT 23-01 DP-03 FOR MEMORIAL JUNIOR HIGH TRACK 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



EAGLE PASS INDEPENDENT SCHOOL DISTRICT

MEMORANDUM

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

From: Mr. Luis A. Vélez, Purchasing Director

Date: August 9, 2024

Subject: **Memorial Junior High Track**

Attached for your review is the proposal submitted by Hellas Construction, Inc. for the MJH Track through the 1GPA contract. The district's legal counsel has reviewed this item and has approved the district to move forward with this project through this method.

If you have any questions or need more information regarding this matter, please contact me at the Purchasing Department.

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT
1GPA CONTRACT NO. 23-01DP-03 FOR ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES
TABULATION SHEET**

	DESCRIPTION	HELLAS CONSTRUCTION, INC.
1	BASE PROPOSAL - MEMORIAL JUNIOR HIGH TRACK	\$ 1,177,985.00
2	TOTAL	\$ 1,177,985.00

Notes:

HELLAS WARRANTS, SUBJECT TO WARRANTY DOCUMENTS, THE SURFACE TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR A PERIOD OF FIVE (5) YEARS.

THIS TRANSACTION WILL BE GOVERNED BY 1GPA CONTRACT 23-01DP-03 AND EPISD'S GENERAL TERMS AND CONDITIONS WHICH ARE INCORPORATED HEREIN AS IF FULLY SET FORTH AT LENGTH.

THIS TRANSACTION IS ADDITIONALLY SUBJECT TO HELLAS CONSTRUCTION PROVIDING PAYMENT AND PERFORMANCE BONDS SATISFACTORY TO THE DISTRICT.

PROCUREMENT AUTHORIZED VIA DEER PARK ISD REQUEST FOR COMPETITIVE SEALED PROPOSAL # 23-01DP - ATHLETIC SURFACES APPURTENANCES AND MINOR STRUCTURES, ISSUED AND PUBLISHED APRIL 20, 2022; AND THE 1GPA CONTRACT AWARD 23-01DP03 - ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES; AND IN ACCORDANCE WITH TEXAS EDUCATION CODE 44.031 (A)(4) BY VIRTUE OF AN INTERLOCAL AGREEMENT BETWEEN 1GPA AND EAGLE PASS ISD.



August 8, 2024

Roland Salinas
Assistant Superintendent of OP
1800 Lewis Street
Eagle Pass, TX
830-776-2833
Rsalinas3@eaglepassisd.net

RE: Memorial High School Synthetic Track Reconstruction Proposal

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled 1GPA , 'Government Procurement Alliance' Cooperative Purchasing Agreement, Contract #23-01DP-03-Athletic Surfaces, Appurtenances and Minor Structures. Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project insurance, supervision, and one (1) mobilization.
2. Provide construction surveying, layout, and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, all required submittals.
5. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Sitework

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Demo existing track and events to subgrade and dispose of excavated materials offsite.



Subgrade

Hellas scope of work:

1. Follow recommendations and addendum per Geotechnical report ECS Project No 20:2024; dated August 1,2024.
2. Moisture condition 1' of the existing subgrade at the track and events. Provide and place 1 foot of flex-base cap at track and field events. Grade and compact to proper planarity and density.

Concrete

Hellas scope of work:

1. Concrete Curb - Construct ±2,905 lineal feet of concrete curb (12" x 12") reinforced with two (2) #4 rebar continuous.
2. Slot Drain @ HJ – Provide and install ±55 lineal feet of ACO 4000 and five catch basins with galvanized steel trash buckets.
3. Long/Triple Jump Landing Pits – Construct two (2) landing pits with 6" x 18" concrete curb, reinforced with two (2) #4 rebar. Provide and install pit sand.
4. Long/Triple Jump Runway – Construct one 144'x4'x5" reinforced concrete long/triple jump runway per rendering.
5. Pole Vault Runway/Pad – Construct one (1) 132'x4'x5" reinforced concrete pole vault runway and 22'x22' pad per rendering.
6. High Jump Pad – Construct one (1) 5" reinforced concrete high jump pad ~2,040 SF.
7. Track Radius Monuments – Construct 2 track radius monuments in concrete.

Track Asphalt

Hellas scope of work:

1. Asphaltic Concrete Pavement – Provide and place 2" (one 2" lift) of HMAc at running track ~4,778 square yards.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
 - A. 4 – Long Jump/Triple Jump take-off boards
 - B. 1 – Stainless steel pole vault box with cover

Synthetic Running Track Surface

Hellas scope of work:

1. Provide and install approximately 5,127 SY of **epiQ Tracks® V300 (RED)** 13mm impermeable paved mat and sealed structural spray polyurethane surfacing system on the track oval, one (1) high jump pad, one (1) long/triple jump runway, and one (1) pole vault runway.

2. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in the proposal amount.*

Base Proposal Price

\$1,177,985.00

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any embankment or processing of imported soils.
3. Any electrical work.
4. Any fence work.
5. Engineering.
6. Supply or installation of perimeter safety or construction fencing.
7. Site security.
8. Taxes.
9. Union wages.
10. Any permits or fees, including any utility impact fees generated by construction improvements.
11. Owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed one year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award of this project and is eager to work with you.

Sincerely,

Alexia Brahos

Alexia Brahos
Senior Estimator

Notes:

- ***Pricing is valid for 30 days from the date of this proposal.***
- ***The temperature must be 50 degrees and rising weather-permitted calendar days for installation.***

Fwd: Memorial MS Track Updated Proposal

1 message

Rolando Salinas <rsalinas3@eaglepassisd.net>
To: LUIS VELEZ <lvelez@eaglepassisd.net>

Thu, Aug 8, 2024 at 6:36 PM

Luis,
Please see attached final proposal for Memorial Junior High Track Project.
Thank you,

Rolando Salinas

Deputy Superintendent for District Operations

Eagle Pass I.S.D

(830)758-7078

----- Forwarded message -----

From: **Brian Parks** <barks@hellasconstruction.com>
Date: Thu, Aug 8, 2024 at 4:56 PM
Subject: Memorial MS Track Updated Proposal
To: rsalinas3@eaglepassisd.net <rsalinas3@eaglepassisd.net>

Hello Roland,

Here is the final proposal for the track construction at Memorial MS. Please let me know if you have any questions

Thank you

Hellas

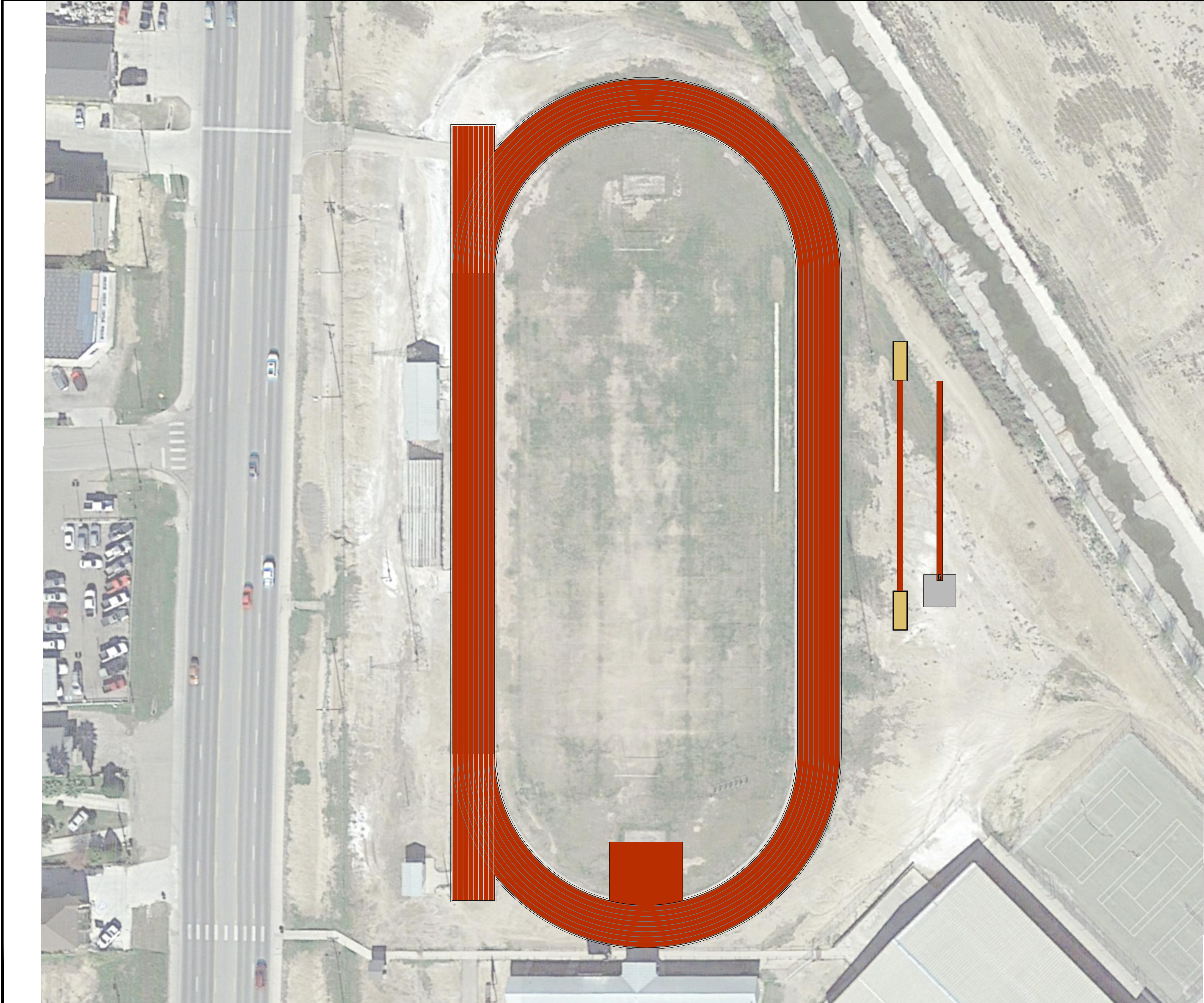
12000 West Parmer Lane

[Austin, TX 78613](#)

Visit us at HellasConstruction.com



 **Memorial MS Track Reconstruction Proposal 8.8.24.pdf**
292K



A TENCATE COMPANY
 Hellas Construction, Inc. (P) (512) 250-2910
 12000 West Parmer Lane (F) (512) 250-1960
 Austin, TX 78613 hellasconstruction.com

OWNER:
 Eagle Pass ISD
 Memorial Middle School
 100 Lewis St., Eagle Pass, TX 78852
 830-773-8838

PROJECT:
 SYNTHETIC RUNNING TRACK & FIELD
 EVENTS RECONSTRUCTION

PROJECT LOCATION:
 EAGLE PASS, TEXAS



COMMENTS:
 Drawing scale accurate ONLY when printed on 24x36 paper.

DRAWN BY: RWD **REV BY:**

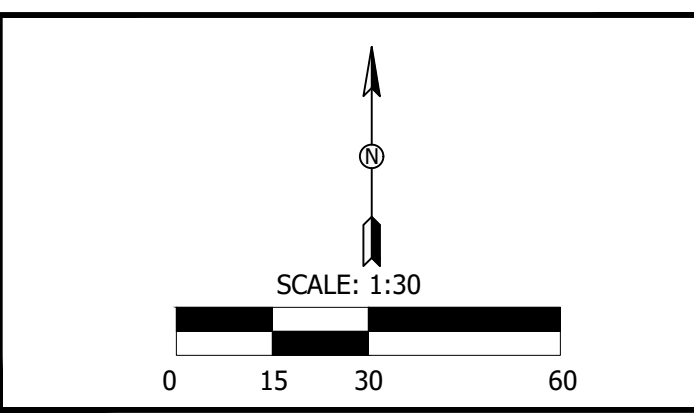
All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
 August 8, 2024

REVISION LIST		
NO.	DATE	DESCRIPTION

SHEET TITLE:
 COLOR RENDERING

SHEET NUMBER:
 C5.1



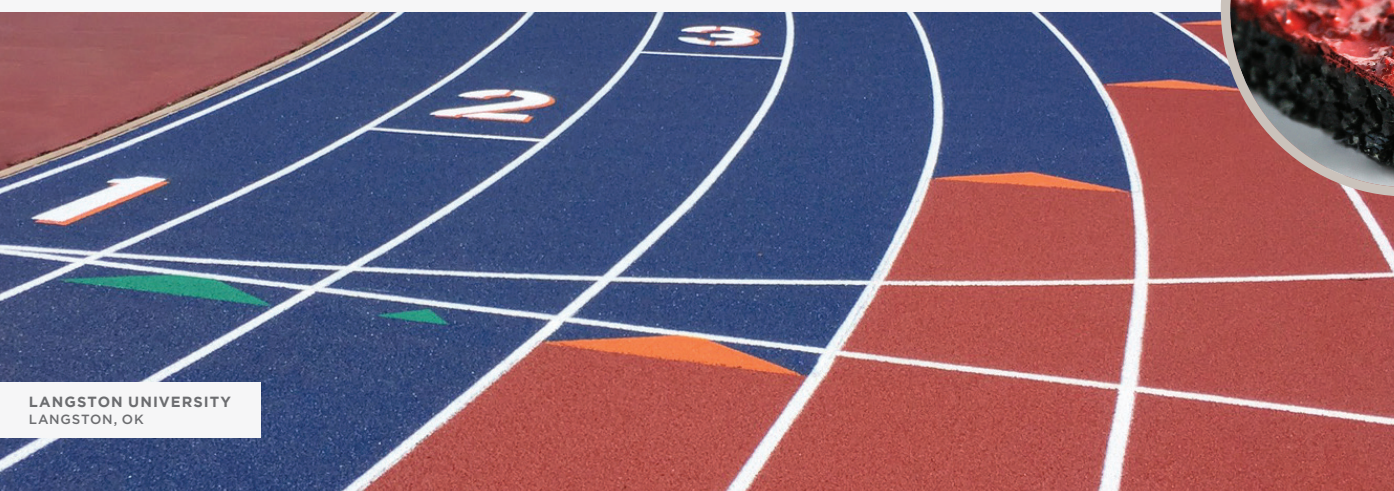
epiQ TRACKS[®] V300



V300 epiQ TRACKS[®] SYSTEM

FASTER. SMARTER. STRONGER.

The V300 is the premier running track system for any high-traffic facility. This impermeable, paved-in-place surface, made from eco-friendly, non-petroleum-based materials, uses a proprietary and technologically advanced sealer for a superior, long-lasting sports surface.



LANGSTON UNIVERSITY
LANGSTON, OK

SANGER HIGH SCHOOL
SANGER, TX

epiQ TRACKS® V300



DEPTH 13 mm

TYPE Paved-in-place, impermeable

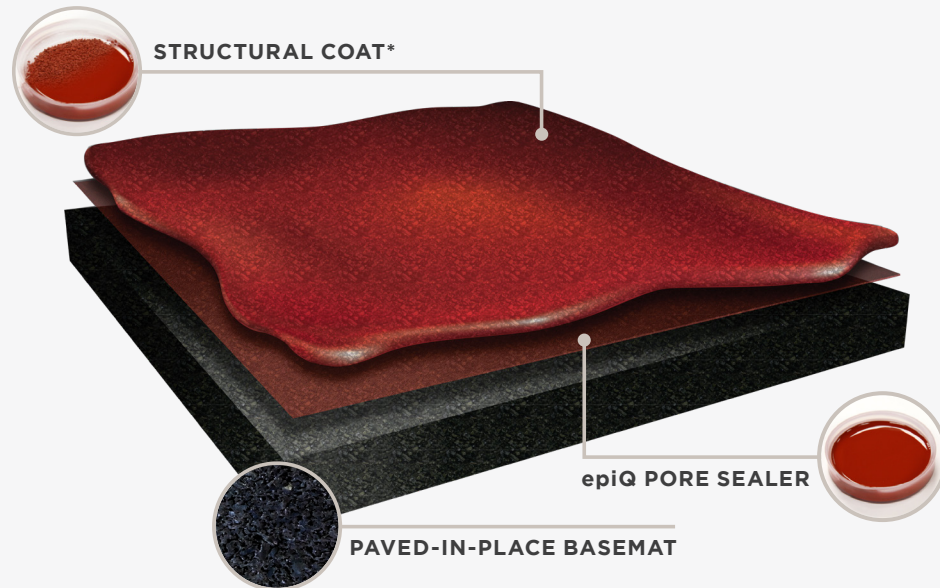
LIFESPAN 8-10 years, with maintenance



ECO-FRIENDLY Non-petroleum-based materials.
Contains plant-based components

V300 epiQ TRACKS® SURFACE

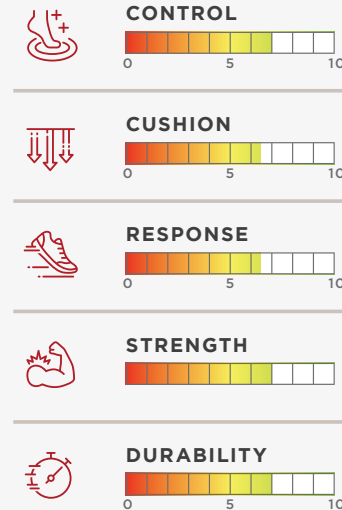
The V300 track surface is an impermeable, paved-in-place surface, comprised of a bottom layer of polyurethane-bound rubber granules topped with a spray-applied coat of polyurethane. The proprietary epiQ Tracks Single Cast Sealer (SCS) is then applied. This unique technological innovation creates a thixotropic effect, seamlessly binding the track into one single layer and sealing all the pores better than the traditional rubber dust application that merely coats the surface. Our Eco-Manufacturing Process (EMP) uses superior, non-petroleum-based raw materials and “green” technology to produce the most environmentally friendly running track systems.



*Other colors available at an additional cost

SYSTEM PERFORMANCE

Thickness	1/2" (13 mm) or as specified
Shore A Hardness (ASTM D-2240)	55 +/-5
Elongation at Break (ASTM D-412)	≥ 40%
Tensile Strength (ASTM D-412)	0.80 N/mm ² at 70°F
Compression Set Recovery (ASTM D-412)	90-95% at 70°F over a 24-hour period
Abrasion Resistance (ASTM D-501)	0.25 grams loss after 1000 cycles
Chalking (ASTM D-822)	No change after 1000 hours in weather meter
Coefficient of Friction (ASTM D-1984)	Dry: 0.70-0.75 / Wet: 0.60-0.65
Resiliency (ASTM D-2632)	38-42%
Tear Resistance (ASTM D-624)	60-75 psi



epiQ TRACKS® RATING SYSTEM

The epiQ Tracks rating system is a standardized reflection of calculations based on official test data (for World Athletics certified products), independent research, third-party testing performed on equivalent track surfaces, and the system's actual measurements of thickness, tensile strength, product manufacturing techniques, and system specifications.



Dirksen Engineering

441 Fort Clark Road

Uvalde, TX 78801

TBPE FIRM #F-8848

TBPLS FIRM #10193741

Phone: 830-278-2100

Fax: 830-278-2102

Cell: (830) 279-9447

kendirksen@sbcglobal.net

August 9, 2024

Rolando Salinas
Deputy Superintendent for District Operations
1654 S Veterans Blvd
Eagle Pass, Tx 78852

Re: Construction Observation - Memorial Junior High School Track

Dear Mr. Salinas,

This letter is written to propose engineering services for construction observation of the Memorial Junior High School Cross Country Track. The track will be designed and constructed by Hellas Construction. Construction observation in involve

- weekly site visits
- review of construction with contractor
- reporting of construction progress and potential problems to EPISD by report bi-weekly
- review of construction estimates and recommendations for payment

The construction observation is expected to require 12 site visits over three months. Site visits will be billed at \$400 per visit for an estimated total cost of \$4800.

We appreciate the opportunity to provide this proposal. Please call me on my cell phone at 830-279-9447 when you get an opportunity to discuss this proposal.

Sincerely,



Kenneth R. Dirksen, P. E.

Attach Standard Terms and Conditions

Authorized by: _____ Signature: _____

Date: _____

STANDARD TERMS AND CONDITIONS AGREEMENT

1. **ADDITIONAL SERVICES:** Additional services shall include any additional office or field services caused by any changes in the project and/or scope. Any such changes will be billed at the hourly rates stated herein or, if no such rates are stated at Dirksen Engineering's (further described as DE) customary hourly billing rates. Without otherwise limiting the scope of this paragraph, it is specifically agreed that any such additional services caused by policy or procedural changes, governmental agencies, client's legal disputes, including litigation or arbitration, or any services associated therewith preparation for depositions, etc., will be regarded as additional services.
2. **OWNERSHIP OF DOCUMENTS:** All tracings, specifications, computations, survey notes and other original documents, considered as instruments of service, are and shall remain the property of DE unless otherwise provided by law. Client shall not use such items on other projects without DE's prior written consent. DE is under no obligation to retain said documents beyond the completion of the project and may discard them at DE's sole discretion.
3. **LIMITATIONS ON COST ESTIMATES:** Because DE has no control over the cost of labor, materials, equipment, or services furnished by others, or over any methods used by the Construction Contractor (s) to determine prices, or over competitive bidding or market conditions, DE's opinions of probable project costs and construction costs provided for herein will be made on the basis of DE's experience and qualifications and represent DE's best judgment as an experienced and qualified professional firm, familiar with the construction industry. However, DE cannot and does not guarantee that proposals, bids, or actual project cost or construction costs will not vary from opinions of probable cost prepared by DE.
4. **APPROVAL OF SERVICES:** The services performed by DE shall be deemed approved and accepted by Client as and when invoiced unless Client objects within 30 days of the invoice date by written notice specifically stating the details by which Client believe such services are unacceptable.
5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of DE under this Agreement caused directly or indirectly by strikes; accidents; acts of God; shortages or unavailability of labor, materials, power, or transportation through normal commercial channels; failure of Client or Client's agent (s) to furnish information or to approve or disapprove DE's services promptly; late, slow, or faulty performances by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of DE's work; or any other acts of the Client of any is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
6. **TERMINATION:** In the event Client fails to pay DE within 60 days after invoices are rendered, or in the event of any other material breach by the Client, DE, in addition to any other remedies available by law or in equity, shall have the right, at its election, to either terminate this agreement or suspend the services until the default is cured.
7. **INDEMNIFICATION:** Client shall indemnify and hold DE harmless from all loss, expense, claim, damage or liability of any nature, including attorney's fees, arising out of Client's failure to pay DE, or otherwise perform in accordance with the terms of this Agreement.
8. **REPLACEMENT OF SURVEY STAKES:** DE, if specified in the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the Client or others results in the need for restaking, the cost of such restaking will be billed as an extra to the Client on a time and materials basis.
9. **OBSERVATION AND TESTING FOR CONSTRUCTION SAFETY:** The observation and testing for construction safety is not included herein.
10. **RESTRICTIONS ON USE OF DOCUMENTS:** It should be understood that any documents rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project and are prepared for the exclusive use of the Client. Use of the reports and data contained therein for other purposes is at the Client's sole risk and responsibility. The formal results of DE's services will be in hard copy form only (reports, drawings, specifications, etc.). DE assumes no responsibility to its Client for data, drawings, or text provided on computer disks or tapes.
11. **SHOP DRAWINGS/SAMPLES:** If included in the scope in Exhibit A, DE's review and approval will be only for conformance with design concept of the Project for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures or construction. Approval of a separate item as such will not indicate approval of the assembly in which the item functions.
12. **STANDARD OF CARE:** DE's services will be performed solely for the exclusive use of the Client and right or obligation will extend to any third party. DE's services are rendered without any expressed or implied warranty but will be in full compliance with the general standards exercised by like professionals in the same locale.
13. **INSURANCE:** DE maintains general liability and property damage insurance policies. Certificates of insurance evidencing such coverage will be provided to the Client upon written request. Client acknowledges that DE will not be liable to Client for any loss, damage, cost, or expense which, in the aggregate, would be greater than the amounts of DE's insurance coverage limits, exclusions and conditions as set forth in such policies.
14. **LIMITATION OF LIABILITY:** Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, or damages of any nature whatsoever so that the total aggregate limit of liability of the (Design Professional) shall not exceed the amount of the contract. The liability of the Design Professional to the Owner, for any actions, damages, claims, demands, judgments, losses, costs, and expenses arising out of or resulting from the Design Professional's or its consultants' negligent acts, errors, or omissions is limited to the amount of professional liability insurance maintained by the Design Professional and available at the time of determination of liability. Any project contract executed by the Client shall include the following clause:

Client agrees that DE's liability, if any, is limited to the policy amount applicable to any public liability or property damage claim and is otherwise limited to DE's total fee for services rendered on this contract. Client further agrees to include this clause in its entirety in any contractor or material contract for this project.

HAZARDOUS MATERIALS-ASBESTOS: If potentially hazardous materials or asbestos are encountered, DE shall have the right to suspend its services and the right, by written notice to the Client, to terminate the services described in Exhibit A. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of this Agreement through termination. DE's expertise in the area of hazardous material does not include asbestos detection and evaluation. DE will not be liable to investigate for, or otherwise determine the presence of asbestos. Client hereby represents that it has no cause to suspect the presence of any potentially hazardous materials or asbestos. To the maximum extent permitted by law, the Client will indemnify and defend DE and its officers, employees, sub consultants, and agents from all claims, damages, losses and expenses including but not limited to direct, indirect or consequential damages and attorney's fees arising out of or relating to the presences of asbestos or other hazardous substances on or from the Project.