



**Wharton County
Junior College**

**Board of Trustees
Agenda Item**

Date of Board Meeting: July 19, 2022

Subject: Emergency Medical Services Program – Texas Reskilling and Upskilling through Education (TRUE) Grant

Recommendation: Approve moving \$60,000 from Plant Repair & Replacement Fund for facilities renovation, Richmond Campus

Background and Rationale: Wharton County Junior College applied for and received a TRUE Grant from the state for just under \$500,000 in the fall of 2021 to purchase EMS instructional equipment. Renovation of two classrooms (TC-104 & 105) on the Richmond Campus assigned to EMS is needed to subdivide rooms into three instructional spaces to allow state-of-the-art simulation, install a sink and eyewash station, and install two fire alarm systems. The WCJC Facilities Director (Mike Feyen) requested and received quotes for three segments of the renovation. The cost of the renovation is estimated at \$60,000 and the request is to move funds from the Plant Repair & Replacement Fund.

The equipment purchased via the TRUE Grant allows WCJC to offer four EMS awards at the Richmond Campus – Emergency Medical Technician, Advanced Emergency Medical Technician, Paramedic, and the Emergency Medical Services Associate of Applied Science degree – in order to meet the growing need for EMS Technicians in Fort Bend County.

Cost and Budgetary Support: \$60,000 from the Plant Repair and Replacement Fund

Strategic Priority Alignment: Student Success Community Impact
 Resource Optimization Institutional Excellence

Resource Person(s): Gary Bonewald, Program Director Emergency Medical Services

Signatures:


Donald Schmid
Originator

07/05/22
Date

Leigh Ann Collins
Digitally signed by Leigh Ann Collins
Date: 2022.07.06 09:29:10 -05'00'

Cabinet-Level Supervisor B. Skerian 7/13/2022

7-13-22
Date

President's Approval:


Barry A. McCread

7-13-22
Date



1124 Damon St., Rosenberg, Tx. 77471
Office: 281-342-2022 -Fax: 281-341-5071
www.bassconco.com

April 4, 2022

Wharton County Junior College
5333 FM 1640
Richmond, Texas 77469

Re: Renovation in Room 105 - Richmond, Texas Campus

Attn: Mr. Mike Billingsley

Scope of Work Labor and materials to subdivide existing Room 105 into (3) rooms.
Add +/- 43 l.f. of metal stud drywalls under grid.
Doors – (2) 3070 metal frames w/plam doors including butts, closers, & locks.
Tape, float, and sand sheet rock (ready to paint).
Casework - 10 l.f. of lower plam cabinets with solid surface counter.
Carpentry - blocking for cameras.
Electrical - (8) new receptacles, (1) new ceiling outlet, rewire existing switches,
Add switch to all (3) rooms w/ (1) being on dimmer switch, and add
(6) can lights in simulation room.
General - Permit fee, insurance, final clean, supervision/project management.

Exclusions Sales tax, fire sprinkler, fire alarm (horn strobes), flooring, painting, plumbing
(sink, eyewash, pump, and related piping).

Price **\$ 38,750.00**

Disclaimer Price is valid for 30 days after which it is subject to review.

Sincerely,

Bob W. Bass



Wednesday, April 20, 2022

Attn: Mike Feyen
Re: WCJC Richmond Campus

Fire Alarm Price

\$2,525.00 (Excludes Tax)

Fire Alarm Scope of Work: Firetron to provide labor and materials to add two strobes one in the new storage room and one in the new simulation room.

Permits and drawings included along with Fire Marshal inspection.

To be provided to FireTron:
CAD back grounds required
Project permit required

Fire Alarm Exclusions: permitting, additional equipment/labor not identified above, FACP replacement, conduit, conduit stub ups, underground raceway, cable tray, trenching, mounting Firetron provided panels, 120 VAC wiring, interlock wiring, existing device synchronization, fire stopping, access panels, phone lines or wiring, coring, cutting, patching, painting, millwork, ceiling work, architectural modifications, bonding, lift.

FireTron appreciates the opportunity to quote this work.

Sincerely,
Andy Crate
Account Executive

Approval Signature: _____ Date: _____

Printed Name: _____



PO Box 569
Porter, TX 77365

Telephone 281-354-3178
Fax 281-354-3173

TACLA35660C / MPL40053 Regulated by the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202

June 13, 2022

Quote: 4699
Page 1 of 4

Doug Baumgarten
Wharton County Jr. College
911 E. Boling Hwy
Wharton, TX 77488

Description: Wharton Campus: Install new sink and eyewash in EMS lab

Scope of Work

- * Check in with customer upon arrival
- * Demo sheetrock as needed to install new water and drain piping
- * Install new copper water lines and cast iron drain piping in wall
- * Install new copper water lines and cast iron drain piping in ceiling, and route to appropriate locations
- * Tie into existing water and drain lines in ceiling
- * Install new self-contained pump assembly underneath cabinet
- * Install new kitchen sink, faucet, and eye wash
- * Turn water on and check system for leaks
- * Clean work area and check out with customer

Total Project Price (not including applicable taxes)

\$11,469.39

Eleven Thousand Four Hundred Sixty-Nine Dollars and Thirty-Nine Cents

Notes

HB Mechanical Services Inc. reserves the right to invoice a percentage of this project upon ordering equipment and mobilization. HB Mechanical Services Inc. reserves the right to defer commencement of any job until an agreed payment schedule is established. Any non-stock/special order items that are non-returnable will be invoiced to the customer if project is cancelled or delayed. Any additional charges will be handled in accordance with HB Mechanical Services, Inc. terms and conditions.

The COVID-19 Pandemic, which has been declared a national emergency by President Trump on March 13, 2020, and actions by Harris County Judge Hidalgo have the potential to cause unanticipated shipping delays and increased costs to the above-referenced project that are beyond HB Mechanical Services Inc. control. As a result of the COVID 19 Pandemic manufacturing facilities have been shuttered and supply chains have been delayed; HB Mechanical Services will make every effort to fulfill contract obligations as per contract documents. If delay or equipment is unavailable HB Mechanical Services Inc. will coordinate with Contractor with up-to-date information on mfg. and shipping logistics if there are delays due to the COVID 19 issue.

HB Mechanical Services reserves the right to offer substitutions based upon increased delivery times, any increase in pricing for substitutions will be approved by Contractor before HB Mechanical Services will place order.

HB Mechanical Services Inc. reserves all rights and remedies it has pursuant to the contract and is confident it will be able to get through these events with the Contractor and all project participants.

Exclusions

- * Any discovery work
- * Any after-hours, weekends, or holiday work (All work to be done during regular business hours)
- * Any sheetrock repair, replacement, installation, or painting
- * Any electrical work that may be necessary
- * Any repair or replacement of ceiling tiles

Thank you for choosing HB Mechanical as your mechanical services provider, if you have questions concerning this proposal please direct them to: Matthew L. Guthrie (832) 455-0098 mguthrie@hbmechanical.com

Proposal pricing valid for 0 days. Please contact the HB Mechanical Service representative listed above for updated pricing past 0 days. Refrigerant pricing is only good for 24 hours unless otherwise stated.

HB Mechanical Services is authorized to proceed per Scope of Work and Terms and Conditions.

Signature: _____
Name _____
Title: _____
Date: _____
Purchase Order: _____



Terms & Conditions

Acceptance: A proposal made upon these terms is subject to acceptance within fifteen days from date and the prices are subject to change without notice prior to acceptance by Customer. Any rebate from CenterPoint Energy has been accounted for in the price of this proposal; therefore, HB Mechanical Services Inc. will retain any rebate funds. If your order is an acceptance of a written proposal, on a form provided by HB Mechanical Services, Inc., without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is HB Mechanical's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale

Exclusions from Work: The obligation of HB Mechanical Services Inc. is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s).

Construction Procedures: HB Mechanical Services Inc. shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms: Customer shall pay HB Mechanical Services Inc. invoices within net thirty (30) days of invoice date. HB Mechanical Services Inc. may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by HB Mechanical Services Inc., in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, HB Mechanical Services Inc. may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to HB Mechanical Services Inc. for all reasonable shutdown, standby and start-up costs as a result of the suspension. A charge of 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. The customer acknowledges that any delay in payment may result in termination or interruption of the provision of the Products and Services at HB Mechanical Services, Inc. sole discretion. Customer shall pay all costs (including attorneys' fees) incurred by HB Mechanical Services Inc. in attempting to collect amounts due and otherwise enforcing these terms and conditions. Costs for transportation, mileage, fuel, tolls, per diem and any incidental expenses incurred by HB Mechanical Services shall be invoiced and reimbursable by customer.

Cancellations: Orders that are cancelled are subject to reasonable charges for order processing, shipping, and any incurred restocking fees.

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

Access: HB Mechanical Services Inc. and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by HB Mechanical Services Inc. and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. HB Mechanical's access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees: HB Mechanical Services Inc. shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from HB Mechanical's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction: HB Mechanical Services Inc. shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions: In the performance of the Work, if HB Mechanical Services Inc. encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, HB Mechanical Services Inc. shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in HB Mechanical's cost of, or time required for, performance of any part of the Work, HB Mechanical Services Inc. shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both. Any loss contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting is always excluded under this contract however caused.

Asbestos and Hazardous Materials: HB Mechanical Services Inc., Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by HB Mechanical Services, Inc., there are no Hazardous Materials on the Premises that will in any way affect HB Mechanical's Work and Customer has disclosed to HB Mechanical Services, Inc. the existence and location of any Hazardous Materials in all areas within which HB Mechanical Services, Inc. will be performing the Work. Should HB Mechanical Services, Inc. become aware of or suspect the presence of Hazardous Materials, HB Mechanical Services, Inc. may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by HB Mechanical Services Inc. HB Mechanical Services Inc. shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall HB Mechanical Services Inc. be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties: If HB Mechanical Services Inc. shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at HB Mechanical's election (i) remain in effect but HB Mechanical's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay HB Mechanical Services Inc. for all parts of the Work furnished to the date of termination. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot, and any resulting loss in always excluded under this contract, however caused.

Customer's Breach: Each of the following events or conditions shall constitute a breach by Customer and shall give HB Mechanical Services Inc. the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to HB Mechanical Services Inc. for all Work furnished to date and all damages sustained by HB Mechanical Services Inc. (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefore; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification: HB Mechanical Services Inc. and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party, if the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship and Equipment Warranty: HB Mechanical Services Inc. warrants that, for a period of 90 days from the date of substantial completion (the "Warranty Period"), labor shall be free from defects. The labor warranty is effective during normal business hours 7am to 3:30pm Monday thru Friday. After Hours, Weekends and Holidays labor are excluded from the labor warranty. Installed equipment will follow the manufacturer's warranty and shall have the capacities and ratings set forth in the manufacturer's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For equipment not installed by HB Mechanical Services, Inc., the Equipment Warranty is per the stated manufacturer warranty. If such defect is discovered within the Warranty Period, HB Mechanical Services Inc. will correct the defect or furnish replacement equipment (or, at its option, parts therefore). HB Mechanical Services Inc. Labor is not covered in material only transactions. No liability whatever shall attach to HB Mechanical Services Inc. until said equipment and Work have been paid for in full and then said liability shall be limited to HB Mechanical's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. HB Mechanical's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications, acts of god, terrorism or repairs not performed by HB Mechanical Services, Inc., improper operation, or normal wear and tear under normal usage. HB Mechanical Services Inc. shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HB MECHANICAL SERVICES, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR WARRANTIES BASED ON ORAL REPRESENTATIONS FROM HBMECHANICAL SERVICES INC. PERSONNEL OR AGENTS, AFFIRMATIONS, MODELS, DRAWINGS, SAMPLES, PROMOTIONAL LITERATURE WHETHER IN PRINT, ON THE INTERNET OR IN ANY OTHER FORMAT OR MEDIA

Assignment: Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of HB Mechanical Services, Inc. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement: This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent HB Mechanical Services, Inc. is a signatory thereon.

Governing Laws: Legal action against HB Mechanical Services Inc. relating to this Agreement, or breach thereof, shall be commenced within (1) year from the date of the work and shall be litigated in Harris County, Texas. The laws of the State of Texas shall apply.