

**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): ROLANDO SALINAS, DEPUTY SUPERINTENDENT FOR DISTRICT OPERATIONS
PEDRO FELAN, FACILITIES AND MAINTENANCE DIRECTOR**

Briefly describe the subject of the report or recognition presentation.

(B) Action Item

Presenter(s):

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE AN ENGINEERING SERVICE CONTRACT BETWEEN EPISD AND WHEATON ENGINEERING AND ENVIRONMENTAL SCIENCE, LLC TO PROVIDE MECHANICAL DRAWINGS AND INSTALLATION DIAGRAMS FOR HVAC UPGRADES FOR MEMORIAL JUNIOR HIGH CLASSROOMS.

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

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



EAGLE PASS INDEPENDENT SCHOOL DISTRICT


TO: Samuel Mijares, Superintendent of Schools

FROM: Rolando Salinas, Deputy Superintendent for District Operations

DATE: October 3, 2023

SUBJECT: Agenda Item – Engineering Services for HVAC Upgrades for Classrooms at MJH

Please find agenda item that will be presented at the upcoming Board Meeting on October 10, 2023. This is in regards to approve an engineering service contract between EPISD and Wheaton Engineering and Environmental Service, LLC to provide mechanical drawings and installation diagrams for HVAC upgrades for Memorial Junior High classrooms. This selection is based on previous demonstrated competence with the district and qualifications to perform the services at a fair and reasonable price.

 <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>Project: HVAC Upgrades Classroom Wing Memorial Junior High</p>	
<p>Location: Eagle Pass, TX</p>	<p>Proposal # PA-09252023A</p>
<p>Proposal – Page 1 of 2</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> 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 _____ Ronald B. Wheaton, P.E., Vice President TBPE #73355 Date: <u>September, 25, 2023</u></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.

by a financial consultant or a technology consultant in the manner provided by Government Code 2254.003 (Professional Services Procurement Act) (see below), in lieu of the methods provided by Education Code 44.031. *Education Code 44.031(f)*

Professional
Services
Procurement Act

Selection

A district may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. *Gov't Code 2254.003(a)*

Definition

"Professional services" means services:

1. Within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science;
2. Provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, architect, landscape architect, land surveyor, physician, optometrist, professional engineer, state-certified or state-licensed real estate appraiser, registered nurse, or a forensic analyst or forensic science expert; or
3. Provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Occupations Code Chapter 1053.

Gov't Code 2254.002

[For specific information on procuring architectural or engineering services, see CV. For information on procuring services of physicians, optometrists, and registered nurses under certain circumstances, see Government Code 2254.008.]

Contingent Fee
Contract for Legal
Services

"Contingent fee contract" means a contract for legal services under which the amount or the payment of the fee for the services is contingent in whole or in part on the outcome of the matter for which the services were obtained. The term includes an amendment to a contract for legal services described by this provision if the amendment changes the scope of representation or may result in the filing of an action or the amending of a petition in an existing action. *Gov't Code 2254.101(2)*

Government Code Chapter 2254, Subchapter C provides the manner in which and the situations under which a district may compen-

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