



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

Topic: Approval of Amendment No. 4 to the Design-Build Contract with Leyendecker Construction of Texas, Inc. for the New Aquatic Center Facility to Increase the Contract Guaranteed Maximum Price (GMP) Amount Related to the Installation of Large Ceiling Fans to Upgrade the Facility's Ventilation System

Submitted by: Cordelia Jackson / Ignacio Alaniz **Of:** Director of Purchasing / Director of Construction

Approved for transmittal to school board: November 16, 2022

Procurement Recommendation

The Administration recommends approval of Amendment No. 4 to the New Aquatic Center Design Build Contract with Leyendecker Construction of Texas, Inc., requiring an increase to the Contract Guaranteed Maximum Price (GMP) in the amount of \$126,880.60, to upgrade the current ventilation system by providing and installing five large ceiling fans (16 ft. diameter) at the spectators' bleacher area and five large ceiling fans (10 ft. diameter) at the exterior seating and student athletes' training areas.

Rationale:

Staff has complied with all applicable federal, state and local purchasing policies and procedures in obtaining pricing information for the items listed above.

Budgetary Information:

Permanent School Fund (Through Webb County)

Board Policy Reference and Compliance

CV Legal – Facilities Construction

Texas Education Code 44.031

Government Code Chapter 2269

**LEYENDECKER CONSTRUCTION OF TEXAS, INC.
CONSTRUCTORS AND ENGINEERS**

LAREDO, TEXAS 78041

TELEPHONE (956)-722-0531
FAX (956)-722-8215

P. O. BOX 1827
4220 SANDERS

21-Oct-22
United Independent School District
C/O Mr. Enrique Rangel, P. E. Assistant Superintendent for Facilities and Construction
802 Gale
Laredo, Texas 78041

**UNITED INDEPENDENT SCHOOL DISTRICT
UISD Aquatic Center
Proposed Cost**

DESCRIPTION

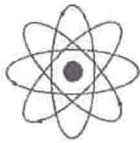
Provide labor, materials, equipment, and supervision for Big Ass Fans as noted below:

Ten fans per attached proposal from HTS	\$ 72,110.00
Five 16' diameter fans at bleacher area	
Five 10' diameter fans at outdoor patio area	
Electrical rough in at interior fan locations and installation of all fans per attached proposal from Quantum Electric	\$ 32,750.00
subtotal	\$ 104,860.00
general conditions and bond	10.00% \$ 10,486.00
subtotal	\$ 115,346.00
gc fee	10.00% \$ 11,534.60
total	\$ 126,880.60

Sincerely,

Renee Cortes, Jr.

Renee Cortes, Jr.
cc: Ric Solis, AIA able.city
encl



Quantum
Electric Company

10/21/2022

Leyendecker Construction
ATTN: Mr. Renee Cortes

UISD Aquatic Center - Big Ass Fans

1			
	Description	Labor	Material
	Install 5 Big Ass Fans outside of UISD Aquatic Center Building (10ft diameter and 81 pounds each). Remove existing soffit to reinforce bases (5) to support weight of fans. Also, install metallic support welding to existing purlins or beams. Reinstall soffit. Note: Outside wire was installed during construction.	\$12,500.00	\$1,750.00
	Total	\$14,250.00	

2			
	Description	Labor	Material
	Install 5 Big Ass Fans outside of UISD Aquatic Center Building (16ft diameter and 81 pounds each). Weld metallic angle between beams or purlins to support 81 pounds. The difficulty grade is big because bleacher is existing on floor. Need to adjust to different high. Install wire from existing panel board as indicated in original ASI plans.	\$15,000.00	\$3,500.00
	Total	\$18,500.00	

Grand Total
TOTAL ---- \$32,750.00



Job	22207304 United ISD Aquatic Center	Closing Date	2022-10-18
Title	Air Side Product Group Bill Of Material	Plans Dated	
Version	1.0	Date of Specifications	
Designer	LEYENDECKER CONSTRUCTION	Last Addendum	
Bidder	LEYENDECKER CONSTRUCTION	Printed	2022-10-18 09:29
	4220 Sanders	Commander	Joshua Petry
	McAllen TX 78041	Direct Phone	
	United States	Mobile	
		Email	
		Our Rep	Joshua Petry

Base Equipment Summary

Tags	Description	Quantity	Spec Level
HVLS-1~10	Big Ass Fans	10	Basis of Design

Total Bulk Price

\$ 72,110.00

Pricing Terms

PRICING VALID FOR 30 DAYS

Taxes Extra

Freight Allowed to Job Site Curb

FOB our Factory

Consolidate Shipments are not included, Price add Available upon request

No Holdbacks acceptable

Liquidated Damages are not included

Base Equipment Details - Air Side Product Group Bill Of Material Scope of Work

Spec Section: -- BAF

Tags	Description	Quantity	Spec Level
HVLS-1-10	Big Ass Fans	10	Basis of Design

Included:

Qty. (5) Basic 6 - Bleacher Indoor Fans

- 16' Diameter
- 208 Volt / 1 Phase
- Basic 6 Standard Industrial Mount Kit, Beam Mount
- Extension Tube as required
- Freight to TX
- 204 lbs. per Fan

Qty. (5) Essence - Patio Fans

- 10' Diameter
- Outdoor Rated
- 120 Volt / 1 Phase
- Essence Mount Kit, Universal Mount
- Wired Call Controller
- Extension Tube as required
- Freight to TX
- 81 lbs. per Fan

Not Quoting:

- Installation (see pricing option - BAF Install Fee), Tax, Extra Fire Wire or Connection to Fire Suppression System, Custom Controls other than listed above, Custom color, or Preventative Maintenance Package.

Notes:

***PLEASE NOTE THAT THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CORRECT DROP TUBE LENGTH, THE CORRECT MOUNTING METHOD FOR FANS, THE TYPE OF STRUCTURE THE FANS WILL MOUNT TO IS APPROVED, AND ENSURE ALL FAN MATERIAL MEETS SPECIFICATIONS AND POWER REQUIREMENTS**

-- End of Base Equipment Detail --

Terms and Conditions

TERMS AND CONDITIONS OF SALE BY ACCEPTING THIS PROPOSAL, PURCHASER AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. **COMPANY:** The Company as used herein shall mean Heat Transfer Solutions, Inc. D/b/a HTS Texas.
2. **PRICE POLICY:** Prices of the good may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost.
3. **TERMS OF PAYMENT:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by the Company including but not limited to collection agency fees, attorney's fees, legal expenses and court costs. All past due amounts shall bear interest at highest rate allowed by law.
4. **SHIPPING TERMS:** All shipments will be made F.O.B. Factory with freight as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the goods in one or more lots.
5. **CLAIMS:** The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within five (5) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.
6. **TAXES:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.
7. **CANCELLATIONS:** Orders accepted by Company are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.
8. **SHIPMENT DATES:** Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by two officers of the Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company's credit department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Purchaser, governmental act, accident, disease, epidemic, pandemic, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.
9. **PRODUCT CHANGES:** In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.
10. **RETURNED GOODS:** Goods may not be returned except by permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.
11. **LIMITED WARRANTY:** Free replacement parts will be provided by the manufacturer the Company represents in the event any product supplied by the Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Goods sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, negligence, accidents, abnormal use or service, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the Company will provide an extended warranty(ies) on certain goods or components thereof. To obtain assistance under this limited warranty please contact Heat Transfer Solutions 3350 Yale Street, Houston, TX 77018; (832) 328-1010. The Company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up or start-up date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date. No person has the authority to expand the Company's obligation beyond the terms of this express warranty. **THIS WARRANTY DESCRIBED HEREIN CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **LIMITATION OF LIABILITY AND INDEMNITY:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 11 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the payment actually received by Company from Purchaser under this Agreement. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO PURCHASER, SUBSEQUENT PURCHASER, OR ANY OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE) ARISING FROM ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY DELAY, ACT, ERROR OR OMISSION OF THE COMPANY), WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT TORT.** Purchaser agrees to indemnify Company from any liability and expenses (including, but not limited to, attorney's fees and legal expenses), of any kind, arising from any claims of any subsequent purchaser or third party related to the products sold hereunder.
13. **TERMS OF AGREEMENT:** Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Specifically, the Company does not accept any holdbacks from its billings (see TERMS OF PAYMENT above). No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.
14. **PAYMENT DEFAULT:** In the event of default in payment, Purchaser shall pay all costs of collection incurred by Company to collect such payment, including but not limited to collection agency fees, attorney's fees, legal expenses and court costs.
15. **GOVERNING LAW:** This Agreement is governed by and construed in accordance with the laws of the State of Texas.
16. **DISPUTE/CONTEST:** In the event a dispute arises related in any way to the products sold hereunder, HTS may elect, at its sole discretion, to submit the dispute to a commercial arbitrator in lieu of resolving the dispute in a court of law or equity. In any event, all lawsuits, causes of action, arbitrations or other disputes related in any way to the products sold hereunder shall occur in Harris County, Texas.