



Meeting Date: April 17, 2025

Submitted By: Daniel Brooks
Title: Assistant Superintendent

Agenda Item: Consider and take action approving the selection for the testing & balancing services for the Selma Elementary School project in Bond 2022.

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board approve the selection of LCCx (dba Lackey de Carvajal Cx) to provide testing & balancing services for the Selma ES project in Bond 2022 and that the Board of Trustees delegate the authority to the Superintendent or their designee to execute all contracts and related documents necessary to complete this project. The scope of work includes but is not limited to providing testing, adjustment and balancing services to verify that the HVAC systems for the Selma ES project function as designed. Expenditures will be made from Bond 2022 funds at a total cost of \$124,768.07.

IMPACT/RATIONALE:

Allows the district to procure professional services in accordance with Section 44.031 of the Texas Education Code. Expenditures will be made from Bond 2022 funds at a total cost of \$124,768.07. The scope of work includes but is not limited to providing testing, adjustment and balancing services to verify that the HVAC systems for the Selma ES project function as designed. The contract will be for a specific project and will expire upon completion of all related services.

BOARD ACTION REQUESTED:

Approval/Disapproval



Date: April 17, 2025

To: Lynnette Trevino, Director of Purchasing

From: Benjamin S. Mora, Executive Director of Facilities Planning

Project: Selma Elementary School – Testing & Balancing Services

The Department of Facilities Planning has found LCCx (dba Lackey de Carvajal Cx) to be a highly qualified vendor to provide testing & balancing services for the Selma ES project.

- LCCx
- Engineered Air Balance (EAB)
- Cleary Zimmerman Engineers

The scope of work includes but is not limited to providing testing, adjustment and balancing services to verify that the HVAC systems for the Selma ES project function as designed. This will be verified through testing and field observations.

The total cost to procure these testing & balancing services is \$124,768.07.

Expenditures will be made from Bond 2022 funds.

LCCx was selected from a pool of engineering firms that submitted to RFQ 23-18 Engineering Services to provide testing & balancing services.

The terms of RFQ 23-18 Engineering Services were to commence on or about August 15, 2024, for an initial period of three (3) years with the option, at the district's discretion, for one (1) additional (2) year extension.

The Board of Trustees approved the respondents to RFQ 23-18 Engineering Services for testing & balancing services, as being qualified on August 15, 2024.

CC: Cecilia Davis, Deputy Superintendent of Operations
Daniel Brooks, Assistant Superintendent of Operations

Facilities and Planning Vendor Selection Process

Step One

1. Once each firm has been scored from the RFQ (e.g. 96/100, 95/100, 95/100, etc.) and ranked (e.g. 1, 2, 3, etc.), the Superintendent or designee shall create a master list of highly qualified professionals, based strictly on demonstrable qualifications and competence, for Board of Trustee review and consideration.

Step Two

1. With Board approval, and a specific construction project under consideration, the Superintendent or designee shall convene a second panel to rank (e.g. 1, 2, 3, etc.) a narrowed field of specialized professional service providers. In general, the narrowed field of eligible vendors shall be drawn from the highest scoring consultants from the initial RFQ evaluation matrix.
2. Once the top ranked firm has been determined, the Superintendent or designee shall prepare a written narrative, defining the unique characteristic of the construction projects. The narrative shall also include an analysis of the top ranked consultants' demonstrable qualifications and how they are aligned to the distinctive project requirements and challenges.

Tabulation

Selma Elementary School - Testing & Balancing

Vendor	Ranking
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SUMMARY

LCCx	1
Engineered Air Balance (EAB)	2
Cleary Zimmerman Engineers	3

DEPARTMENT RECOMMENDATION

I have reviewed the submittals for this offering and recommend the following vendor(s) for award:



Lynette Trevino 4/8/2025

Benjamin S. Mora
Executive Director of Facilities Planning

Lynette Trevino
Director of Purchasing



March 21, 2025

Benjamin S. Mora, CTSBS

Judson ISD

210-945-5956

bmora799@judsonisd.org

RE: LCCx 25.0111 Proposal for Professional Services Agreement

Project: JISD 21

Professional Test, Adjust & Balance Services

Dear Mr. Mora,

Thank you for the opportunity for **LCCx, LLC** (hereinafter called **LCCx**) to furnish our Professional Services Proposal to provide **Test, Adjust and Balance Services** for the above **Project** (Hereinafter called **PROJECT**) to **JISD Facilities and Planning Department** (hereinafter called **CLIENT**). This Proposal Letter outlines our Fee Proposal subject to an executed Professional Services Agreement.

PROJECT SCOPE:

Provide Test, Adjust & Balance Services for the **Project** to verify that the HVAC Systems are functional as designed. Verify through testing and field observations.

GENERAL ASSUMPTIONS:

1. Design and Construction documents will be provided by the Designers and Contractors.
2. Contractor Personnel and MEP trade contractors will be made available for field verification.
3. Design Personnel will be made available for design assistance and field verification if necessary.
4. Any necessary repairs or adjustment to equipment will be by others, under contract to the Owner.

PROJECT SCHEDULE:

All work to be completed within 30 days from Final Completion, provided all systems function as intended by the Owner.

TAB SCOPE OF WORK AND SERVICES:

LCCX will serve as the TAB Agent to coordinate and provide **Industry Standard TAB Services** on the Client's behalf for the **PROJECT**. Our TAB tasks will include:

- Develop and submit TAB Plan and schedule, revise, as necessary.
- Develop TAB data forms, for HVAC equipment and systems.
- Prepare a Preliminary and Final TAB Report for review by Design Engineer.

SYSTEMS TO BE TESTED, ADJUSTED AND BALANCED

HVAC Systems:

- Air handler units (qty.11)
- Makeup air units (qty.2)
- Chillers (qty.2)
- Fan coil units (qty. 3)
- SD VAV (qty. 9)
- FPB (qty. 89)
- Ductless Split systems (qty. 7)
- Exhaust fans (qty. 28)
- Kitchen exhaust fans (qty. 2)
- Air hoods (qty. 13)
- Boilers (qty. 2)
- Electric unit heaters (qty. 2)
- Pumps (qty. 8)
- BMS controls - Prelim Checkout

CLARIFICATIONS AND QUALIFICATIONS:

- We include coordination of TAB with PM.
- We include one TAB verification site visit.
- All work to take place during normal business hours (M-F, 7:30 AM-4:00 PM)
- Clean filters to be in place before test and balance is performed
- All strainers cleaned and start-up strainers removed before TAB is performed.
- All balancing dampers installed and 100% open.
- All manual balancing valves and flow measuring stations installed and 100% open.
- Temperature Controls complete and functional.
- Controls contractor will be available full time during Tab Operation
- All lifts, ladders, and access, etc.(as necessary) provided by others

EXCLUSIONS:

- 90 day and Alternate Season return visits
- New sheaves, belts
- Sound and Vibration Testing
- DALT Duct leakage testing
- Hydrostatic Testing
- Cleanroom Testing
- Fume Hood Testing
- Indoor Air Quality Testing
- Smoke System Verification
- PRE-TAB Audit, unless specifically mentioned
- Domestic Water System

We relied on the following documents for pricing:

- **Mechanical Plans Provided Construction Documents, Dated 11-14-2023**

COMPENSATION:

Based on the Scope of Work for the Described Services per the attached **Detailed Description of Scope of Work and Schedule of Values, Appendix 1**, attached, we propose a Professional Services Agreement of:

BASE PROPOSAL: TEST ADJUST & BALANCE	\$124,768.07
ADD ALTERNATES, Alternate Season Testing	\$0.00

1
 8

dollars and seven cents.

This fee includes a visit by the TAB supervisor to assess the project's readiness for TAB work. If they assess the project is not ready for TAB, a list will be provided detailing items to get finished before the team can come out again. If the team is asked to come on site and they are still unable to perform any meaningful work, it will result in a trip charge of \$1650 being charged to the GC.

TERMS AND CONDITIONS**REIMBURSABLE EXPENSES:**

Reimbursable expenses will include the following:

- Out of town (Austin/San Antonio area) travel and related expenses (hotels, meals, car rental, taxis, etc.).
- Messenger service and express mail.
- Document printing, reproduction and plotting costs

ADDITIONAL SERVICES:

This fee is for basic services provided above; it does not include any other service unless specifically mentioned. All additional work and fees must be agreed to in writing prior to our undertaking of this work and will be invoiced on an hourly or lump sum basis, as agreed.

HOURLY RATES:

The hourly rates are the basis for Professional Service Agreements in which LCCx is performing services an hourly basis against a lump sum fee for 767 hours and shall be as per the LCCx rate schedule sheet for this project. Rates for all other staff classifications are fully loaded and are based on direct personnel expense (DPE). DPE includes payroll cost, payroll taxes, mandatory and customary benefits, etc.

PAYMENT SCHEDULE:

Once our work has commenced, invoices for basic services, additional services and reimbursable expenses will be submitted monthly. Invoices will be considered correct as rendered if not questioned in writing by your office within five (5) days of the invoice date. Payment is due within

30 days of the invoice date. Payment of all fees must be made promptly, independent of any closing dates or other project financing arrangements. Payment of the fee shall not be dependent upon project financing. LCCX reserves the right to suspend all work on the project if payment is not received when due. In the event of such suspension, the client will waive all rights, claims, etc. which it might otherwise have against LCCX as a direct or indirect result of such suspension.

CONDITIONS:

No deductions will be made from the compensation on account of any penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the project.

In the event of any dispute, claim, question, or controversy arising out of this agreement, its performance, interpretation and/or breach, the same will be determined by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.

If the project is suspended in whole or in part for a period of more than ninety (90) days and subsequently resumed, LCCX will be entitled to an equitable adjustment of our fee for basic services.

LCCX will not be responsible for or be liable in any way; with the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at the project. The client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at a future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The client agrees that if any such product or material specified for this project by the consultant shall, at any future date, be suspected or discovered to be defective or a health or safety hazard, then the client shall waive all claims as a result thereof against the consultant.

LCCX will not be responsible for the acts or omissions of the contractor, subcontractors or any other persons performing any of the work or for the failure of any of these parties to carry out the work in accordance with construction documents.

Either party upon thirty (30) days written notice may terminate this agreement if the other party fails to perform its obligations under this agreement through no fault of the party initiating the termination. LCCX will be paid for all services rendered up to and including the date of termination.

Drawings, calculations, and specifications as instruments of service are and will always remain the exclusive property of LCCX, whether the project for which they are made is executed or not. The instruments of service are not to be used by the client and/or owner for other projects or extensions to this project except by written agreement between and with appropriate compensation to LCCX.

LCCX will not be liable for additional scope due to redesign to meet the project budget costs. Revisions to drawings after construction documents are issued will be considered additional services.

We trust we have understood your project requirements and our proposal reflects the appropriate scope of work. Please do not hesitate to contact us if you have any different understanding and/or any questions or concerns. We look forward to working with you on this project and if the above meets your approval, we request your approval of this letter of agreement by signing in the space provided below.

Very truly yours,



Michael W Lackey, PE
Manager **LCCx, LLC**
mike.lackey@lccx.com
210-705-3735

ACCEPTED BY: **CLIENT**
Authorized Signer

Signature: _____
Name: _____
Title: _____