

**ROBSTOWN INDEPENDENT SCHOOL DISTRICT
AGENDA ACTION SHEET**

Date: December 13, 2021

Subject: **DISCUSS AND CONSIDER APPROVAL OF A CONTRACT FOR ENGINEERING SERVICES
WITH WHEATON ENGINEERING FOR THE DISTRICT'S WELDING LAB PROJECT**

Administrator Responsible: Vanessa R. Riggs / Dr. Jose Moreno

Position: Chief Financial Officer / Superintendent of Schools

A. Purpose of Agenda Item:

Information Only

Action Needed

B. Authority for this Action:

Local Policy _____

Law or Rule CH (Local), TEC 44.031

C. Strategic Objective, Goal, or Need Addressed:

The goal is to award an engineering contract to Wheaton Engineering for district's welding lab project.

D. Summary:

In November 2021 the Board of Trustees qualified three (3) firms under the RFQ for Design and Construction Administration Services to provide architect / engineering services to the district. One of the firms qualified was Wheaton Engineering. Wheaton Engineering has successfully assisted other districts in creating a welding lab and as a result the district feels the firm is best suited to complete the district welding lab project.

E. Alternatives Considered:

F. Comments Received:

G. Administrative Recommendation:

It is administrations recommendation at you award the contract for engineering services to Wheaton Engineering.

H. Fiscal Impact and Cost: \$29,000

I. Monitoring and Reporting Time-Line:



PROPOSAL

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

Submitted To (Client): Robstown ISD
801 North First Street
Robstown, TX 78380

Project: Robstown HS New Advanced Welding Lab Design

Location: Robstown, TX

Proposal # PA-12102021A

A construction work proposal will follow based on actual design parameters, construction work will be performed under a buy board contract, if selected. Wheaton will provide documentation required for buy board contract with the proposal.

We hereby submit a quotation for: The engineering design of an Advanced Welding Lab at Robstown HS, Building. Subsequent to specification as provided by Robstown ISD, (Owner). Work shall include mechanical engineering, all electrical engineering, and required support and accessory designs. Specifics shall be as follows:

Development of the drawing package, providing the scope, location, and project requirements.

- Mechanical drawings illustrating the installation of all mechanical equipment, including ductwork, and vent systems.
- Electrical drawings illustrating the installation of all electrical distribution equipment, LED lighting systems, and welder power connection.
- Written MEP specifications, for the above drawing layouts.
- Com Check documents for permitting on the MEP work.
- TDLR – RAS review

All work shall be provided with one hard final hard copy and electronic file on our cloud site set up for owner and/or contractor access as required. Work will include 6 site visits during construction. Welding equipment selection and purchasing will be provided by owner.

Exclusions: Utility location, Site Lay Out, Lab Testing, Inspection Fees, Disposal of Hazardous Materials, and any other Unforeseen Condition not specifically considered design or engineering work scope.

References:

Attachments: 1 Pages Preliminary Layout

We Propose hereby to furnish professional services - complete in accordance with above specifications, for a fixed fee of: **Twenty Nine Thousand Dollars (\$29,000.00)**

Payment to be made as follows:

Net 30 Days upon receipt of payment to client, billed monthly

Documents and professional papers shall remain personal property and company shall retain title thereof until final payment and settlement is made.

Subject to term and Conditions of Sale Page 2 of 2

Dr. Jose Moreno
Superintendent
Robstown ISD
210-254-7994
Jose.moreno@robstownisd.net

WHEATON ENGINEERING AND ENVIRONMENTAL SCIENCE, LLC
(WHEATON)
Authorized

Signature _____
Ronald B. Wheaton, P.E., Vice President

TBPE #73355

Date: December 10, 2021

Note: this proposal may be withdrawn by us if not accepted in 30 days.

Acceptance of Proposal - 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 _____

Signature: _____

(Client)

Title/Firm: _____

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 ½ % 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.

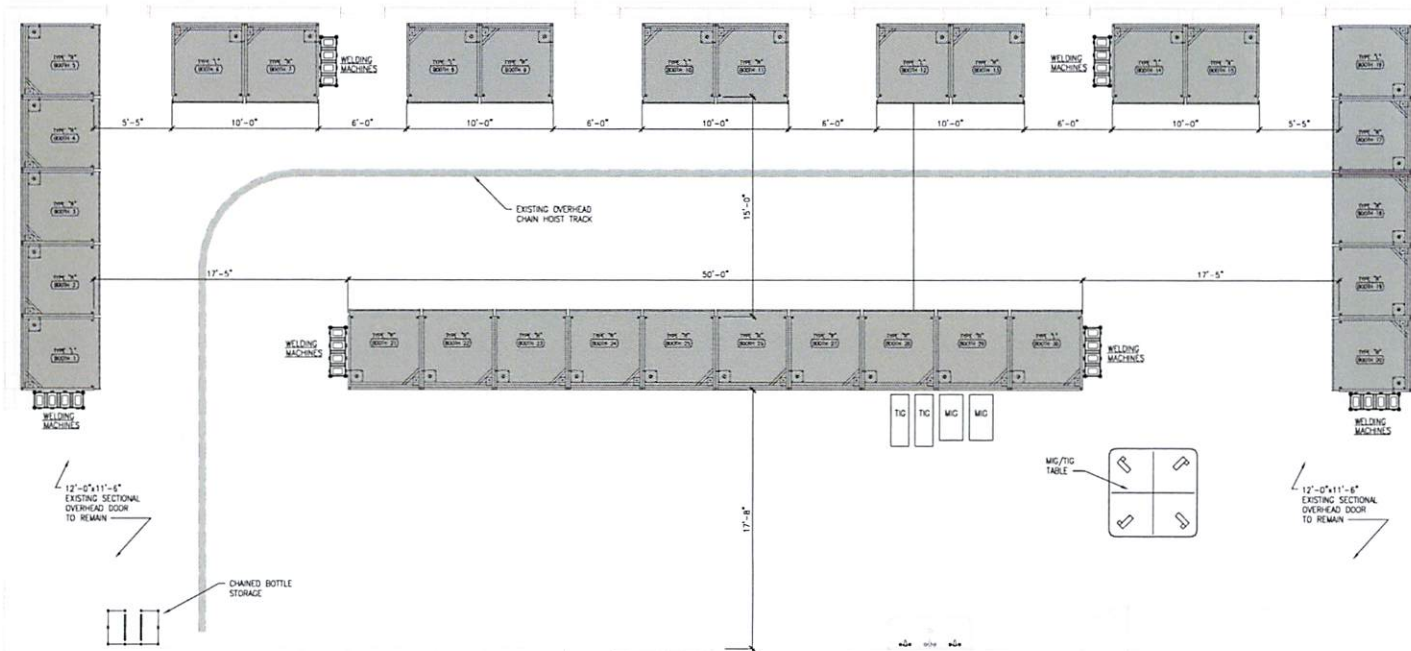
<u>Step</u>	<u>Percentage of Total Contract Billing</u>	<u>Completion Point</u>
1.....	20%.....	On Program Completion
2.....	80%.....	On Design Completion
3.....	95%.....	On Sealing and Issuing Final Drawings
4.....	100%.....	On Substantial Completion of Construction

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.





DIMENSION FLOOR PLAN
 SCALE: 1/4"=1'-0"



410 S ENTERPRISE PKWY
 CORPUS CHRISTI, TX 78408
 PHONE 361-298-1601
 WWW.WHEATONWHEATON-EEES.COM
 REGISTRATION # F-7915

NEW WELDING SHOP
 Robstown Early College High School
 609 W. Hwy 44
 Robstown, Texas

FOR INTERIM
 REVIEW
 NOT INTENDED FOR
 CONSTRUCTION, BIDDING
 OR PERMIT PURPOSES.
 RONALD B. WHEATON, P.E. 7320
 DATE: 12/6/2021

PROJECT #
 2137
 DATE:
 12/6/2021
 Drawn:
 C. CHRISTENSEN
 Checked:
 R. WHEATON
 Issued:
 R. WHEATON
 REVISIONS:
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Sheet Number:
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