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J. Vance Lee Superintendent  
Capitan Municipal Schools  
519 Smokey Bear Blvd. Capitan, NM 88316  
575-354-8500  
[www.capitantigers.org](http://www.capitantigers.org)

## CAPITAN MUNICIPAL SCHOOLS BOARD OF EDUCATION

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### *AGENDA ITEM EXECUTIVE SUMMARY*

1. Board Meeting Date: July 15, 2024
2. Item Title: V.A.7 CMS Ag. Shop HVAC Renovations
3. Name of Presenter: J. Vance Lee, Superintendent
4. This item is for: XX Action \_\_\_\_ Consent Agenda \_\_\_\_ Discussion \_\_\_\_ Report/Information
5. Proposed Motion (Action Items Only): I move that we approve the proposal for the CMS Ag. Shop HVAC Renovations, as presented.
6. Executive Summary: Please see attached.

May 17, 2024

**Shane J. Shepperd**  
**Operations/Transportation Director**  
**Capitan Municipal Schools**  
**Office: 575-354-8517**  
**Cell: 575-500-9412**

**Proposal**  
**Statewide HVAC & Plumbing Services 30-00000-23-00084**

Mr. Shepperd:

We are pleased to offer our cost estimate proposal at the VO – AG Building. The following is a detailed scope of work and pricing going with basis of design.

**SCOPE: Capitan Municipal Schools V0-AG Building HVAC Repairs.**

- Drawings MD101V, M-110V, M-111V, M-501V and M-601V.
- Crane and manpower to be provided for all hoisting and rigging for removal/install of new equipment.
- New equipment is as follows:
  - Listed on sheet M-601V.
  - **Equipment cost: \$87,356.**
- Electrical conduit and wiring for the above referenced equipment ONLY.
  - Drawings ED101V, E601V and E602V.
- Sheet AS501V has been included in our proposal.
  - We have included some drop ceiling repair if needed and the same for the hard lid area where our duct penetrations will happen.
- Start up and check of proper operation of equipment.
- Proposed work to be done during normal business hours ONLY (7am-4pm)
- One-year parts and labor warranty

**Total: \$ 409,207. + NMGRT**  
**Add 1% IF BOND REQUIRED**



**Exclusions:**

- Bid Bond
- Retainage [pursuant to State Law 57-28-1 (Prompt Payment Act)]
- Design or Engineering fees including fees for drawings in electronic (DWG) format
- Requirement to provide additional insured status on the employer's worker's compensation insurance (CCIP and OCIPS.)
- Liquidated or consequential damages.
- Abatement and Removal of any hazardous materials or any costs resulting from the discovery of hazardous material.
- Seismic supports or bracing
- Electrical Upgrades other than what's loaded in current drawings.
- Fire Protection/Fire Alarm components or existing systems.
- Controls upgrade.
- Temporary water, sewer, utilities, toilets, cooling, or heating
- Core drilling or concrete cutting
- Provisions for any unforeseen underground obstacles or hazardous conditions, including rock excavation.
- Fire Stopping or penetrations through fire rated construction
- ANY ITEMS NOT SPECIFICALLY MENTION IN THE SCOPE OF WORK ABOVE

**Due to the current volatility in the commodity market and supply chain, Yearout Mechanical/Welch's Boiler are unable to predict material pricing. Prices for commodity material and fixtures are estimated on today's cost for the material and may fluctuate depending upon market conditions that are outside of Yearout Mechanical/Welches Boiler control. Yearout Mechanical/Welches Boiler shall receive an "add" to the contract price to reflect any accompanying increases to Yearout Mechanical/Welches Boiler in the cost of the commodity.**



**Clarifications:**

1. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Subcontractor, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in the price of an item of material shall be considered significant when the price of an item increases 5 percent between the date of the contract and the date the materials are approved for release.
2. **This proposal is good for 10 days.**
3. **We did find an alternative equipment package if the ownership would like to entertain that option.**
4. This proposal is presented with the expectation that Yearout Mechanical LLC will have input with any schedules involving this contract.
5. Additional work not covered by this scope will be done only by written change order and billed at a time and materials price or a quoted price only.
6. Please note we can only warranty the new Parts and Labor on installation. Upon completion of installation there is the possibility of other unknown mechanical failures within the existing components which would NOT be included in this quotation. Lead time (Delivery) on these replacement parts would be approximate and ordered ONLY upon acceptance of contract.
7. All Warranties (labor, material or equipment) will be valid only if; 1- all payments are made in accordance with the terms listed below, unless otherwise stated IN WRITING. 2- All maintenance and repairs are completed in accordance with the manufactures recommendations. 3-None of the problem are caused by abuse, misuse, or acts of God (such as winds, hails and flooding). Yearout will assume no responsibility and will be held harmless from any causes resulting from any of the above mentioned events
8. Our proposal anticipates operating under the guidelines of Yearout's safety program. We reserve the right to review requirements of any other safety program that will be in force on the project to determine if additional costs will apply.
9. We assume that the work areas and pathways to work areas will be accessible during the installation phase of this project. We expect to work closely and coordinate with owner and owner's contractors working in or nearby our work areas. Our proposal assumes all work by others will be coordinated and sequenced in a manner to avoid stacking of trades or delays in critical path activities.
10. Our proposal assumes site working hours will be in accordance with jurisdictional labor agreements. We include providing one single shift for typical 8 hour work days and 40 hour work weeks.
11. Invoicing will be provided monthly based on progress. Our proposal assumes payment within 30 days of invoice. Any delay in payment beyond 50 days will incur a late fee of 2.5% per month on past due balance.
12. Full amount will be due plus applicable New Mexico Gross Receipts Tax, unless Yearout Mechanical receives a valid, reviewed and accepted non-taxable transaction certificate or other acceptable documentation.



**Terms:**

- Progress Billing (NET 30)
- \* Multiple invoices may be issued for this scope

**Please sign and date this letter proposal as acceptance of the project work to be completed. Once endorsed this proposal will become a contract document for the above-mentioned scope.**

\_\_\_\_\_  
Signature Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Thank you for the opportunity to present this proposal to you and your company. If you have any questions, please feel free to contact me.

Sincerely,

Anthony Madrid



Anthony Madrid  
Strategic Client Manager  
d.  
m.  
o.

8501 Washington Street NE  
Albuquerque, NM 87113  
yearout.com





**Subject: Proposal with price break out of equipment**

message

From: **Shane Shepperd** <shane.shepperd@capitantigers.org>  
To: Vance Lee <vance.lee@capitantigers.org>

Thu, Jun 27, 2024 at 9:29 AM

Kindest Regards,

Shane J. Shepperd  
Operations/Transportation Director  
Capitan Municipal Schools  
Office: 575-354-8517  
Cell: 575-500-9412

----- Forwarded message -----  
From: **Anthony Madrid** <amadrid@yearout.com>  
Date: Wed, Jun 26, 2024 at 4:06 PM  
Subject: Proposal with price break out of equipment  
To: Shane Shepperd <shane.shepperd@capitantigers.org>

Shane,

See attached

I highlighted the equipment number. Let me know if you have any questions or concerns. So looks like that equipment was spec'd out with Varitec for the most part so pretty good vendor. I reached out to carrier for a like unit and they seem to be a little more expensive. I can go down the Trane or York rabbit hole if you'd like. Just let me know

Thanks



Anthony Madrid

Strategic Client Manager

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