

**Medina Valley Independent School District
Board of Trustees
Special Meeting on Monday, June 10, 2024 at 9:00 AM
Medina Valley ISD Central Office Board Room**

A Special Board Meeting of the MVISD Board of Trustees was held on Monday, June 10, 2024, beginning at 9:00 AM at/on Medina Valley ISD Central Office Board Room.

I. First Order of Business

- A Call Meeting to Order
- B Establish a Quorum
- C Pledge of Allegiance to the Flag followed by a moment of silence

II. Public Comment

At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.

III. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
 - Discussion regarding the Level Three Grievance Process and Procedures

IV. Continued Discussion and Possible Action Items

- A Conduct Level Three Grievance Hearing of A.R. and B.R. on Behalf of their Children
- B Conduct Level Three Grievance Hearing of K.K. and B.K. on Behalf of their Children

V. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
 - Discussion regarding Parent/Student Grievances

VI. Continued Discussion and Possible Action Items

- A Discussion and Possible Action Regarding Level Three Grievance of A.R. and B.R. on Behalf of their Children
- B Discussion and Possible Action Regarding Level Three Grievance of B.K. and B.K. on Behalf of their Children
- C Consider the Purchase of Equipment and Installation Services for HVAC repairs for the Medina Valley High School Cafeteria and Lobby in the amount of \$134,980.00 from Heat Transfer Solution, Inc and Advanced Temperature Control

VII. Adjournment

(Items do not have to be taken in the same order as shown on the meeting agenda.)



Job 22404350
 Medina Valley ISD High
 School Split System Replacement

Designer MEDINA VALLEY ISD

Bidder MEDINA VALLEY ISD
 8449 FM 471 South
 Castroville TX 78009
 United States

Contact Kyle Sandvig

Direct -

Mobile 210-289-0147

Email kyle.sandvig@mvisd.org

ID# - Title W/ INSTALL - Mechanical
 Bill Of Material

Version 1.0

Commander -

Rep Brandon Martinez

Rep Mobile 210-260-7002

Rep Email Brandon.Martinez@hts.com

Printed 2024-06-05 14:17

Closing 2024-05-29

Specifications dated -

Plans dated -

Last addendums -

Base Equipment Summary

Tags	Description	Qty	Section Pricing
Mechanical Sales:	BID		
15 TON SPLIT SYTEM	Lennox Heat Pump Split System Spec Section , 15 Ton DX Split System	1	\$ 64,990.00
7.5 TON SPLIT SYSTEM	Lennox Heat Pump Split System Spec Section , 7.5 Ton DX Split System	1	\$ 54,990.00

Total Bulk Price

\$ 119,980.00

Pricing Terms

Buy Board No.: 720-23

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 - Mechanical Bill Of Material Scope of Work

Mechanical Sales: **BID**

Spec Section: -- 15 Ton DX Split System

Tags	Description	Qty
15 TON SPLIT SYTEM	Lennox Heat Pump Split System	1

Included:

- Turn Key Install with the following:
- 208 Volt / 3 Phase
- QTY(1) 15 Ton HP Air Handler
- QTY(2) 7.5 Ton HP Condensing Units
- Designed for use with R410a refrigerant
- Multi-position air handler
- Galvanized steel construction
- Belt driven fan motor
- DX cooling coil w/ factory installed TXVs
- Reverse cycle heat pump
- Auxiliary electric heat
- Scroll compressor
- Multi-point power
- 1st year parts warranty - No Labor
- 5 year compressor warranty - No Labor

NOT INCLUDED:

-Condensate pumps, Smoke detectors, Line sets, refrigerant specialties including gauges and refrigerant charge, Coated coils, Condensate float switch & Auxiliary drain pan, External piping or wiring, Any and all controls (DDC controllers, Tstats, BACnet integration , ETC), Any and all vibration isolation, Wind-rated / seismic-rated curbs or equipment stands, ATFP Compliance, Rigging, Hoisting, Installation, Supervision, Inspection, Field Testing, Start-up & Training, Labor or refrigerant Warranties

Spec Section: -- 7.5 Ton DX Split System

Tags	Description	Qty
7.5 TON SPLIT SYSTEM	Lennox Heat Pump Split System	1

Included:

- Turn Key Install with the following
- 208 Volt / 3 Phase
- QTY(1) 7.5 Ton HP Air Handler
- QTY(1) 7.5 Ton HP Condensing Units
- Designed for use with R410a refrigerant
- Multi-position air handler
- Galvanized steel construction
- Belt driven fan motor
- DX cooling coil w/ factory installed TXVs
- Reverse cycle heat pump
- Auxiliary electric heat - Field installed by others
- Scroll compressor
- Multi-point power
- 1st year parts warranty
- 5 year compressor warranty

NOT INCLUDED:

-Condensate pumps, Smoke detectors, Line sets, refrigerant specialties including gauges and refrigerant charge, Coated coils, Condensate float switch & Auxiliary drain pan, External piping or wiring, Any and all controls (DDC controllers, Tstats, BACnet integration , ETC), Any and all vibration isolation, Wind-rated / seismic-rated curbs or equipment stands, ATFP Compliance, Rigging, Hoisting, Installation, Supervision, Inspection, Field Testing, Start-up & Training, Labor or refrigerant Warranties

-- 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.

Medina Valley Independent School District

Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: Jun 10, 2024

Agenda Item: Consider Purchase of equipment and services for HVAC repairs at Medina Valley High School cafeteria.

Background Information:

MVIDS facilities department recommends replacing a HVAC system in the MVHS Cafeteria & Lobby area due to the age of the equipment, which is over 20 years. Doing so is also a crucial investment that significantly enhances the building's energy efficiency, indoor air quality, and overall comfort levels. Modern HVAC systems offer advanced features such as higher SEER (efficiency) ratings, improved filtration, and smart technology integration, which collectively reduce energy consumption and operational costs. Upgrading to a new system addresses the shortcomings of older units, such as frequent breakdowns and inconsistent expenses, providing a more reliable and efficient solution. This strategic upgrade not only improves the immediate environment for students and administration but also offers long-term financial savings and a positive return on investment.

Administrative Consideration:

Due to the failure of the 21 year old equipment the facilities department obtained replacement quotes from Heat Transfer Solutions, Inc. for the HVAC equipment and installation, in the amount of \$119,980 and Advanced Temperature Control for roof access and penetration in the amount of \$15,000. The total cost of the replacement and installation project for the new equipment at the High School is the combined amount of \$134,980.00. A Budget Amendment was approved for this expenditure in the May Regular Board Meeting.

Supporting Document(s):

BuyBoard quote from Heat Transfer Solutions for labor and equipment.

Quote from Advanced Temperature Control for labor and materials for roof access.

Recommendation:

It is recommended that the Board of Trustees approve the quotes from Heat Transfer Solutions, Inc. in the amount of \$119,980 for equipment and services, and Advanced Temperature Control for roof access and penetration in the amount of \$15,000 for a total replacement and installation cost in the amount of \$134,980, as presented.



4/29/24

Proposal No.24-132

To: Kyle Sandvig
Phone: (210)289-0147
Email: Kyle.Sandvig@mvisd.org

Kyle,

We proposal to include all labor and materials to install roof access on Regular hour basis for total amount of ----- \$15,000.00 plus applicable taxes.

Scope of Service Includes:

- Order and pickup all materials necessary for project.
- Cut 4'x10' hole in existing metal panel assembly.
- Fabricate and install new sub framing support between purlins out of heavy gauge steel.
- Furnish and install premanufactured 4'x10' .08 welded aluminum insulated curb.
- Fabricated and install insulated galvanized metal removable cap.
- Clean-up all work-related Debris.
- Current Lead Time: 3-5 Days

This Proposal does not include:

- Sales Tax
- Premium Hours
- Any work that is not described above.

Pricing and Payment

The price agreement is **\$15,000.00. Plus, applicable taxes. Fifteen Thousand dollars and 00/100.** Net 30 on payment after work has been completed. This quote is valid for (30) days.

Customer: Madina Valley ISD
Building: Medina Valley HS
Address: 8365 FM 471
Castroville, TX 78009

Advanced Temperature Control
Name: Jeff Willie

Approved by

Name: _____

Date: _____

210-289-5571
540 Sandau Rd. Ste. 201
San Antonio, TX 78254