

Resolution No. 2015/50
Emergency Resolution
Patriot High School

Whereas, the District was notified by staff that vandalism had occurred at Patriot High School; nine HVAC units were damaged beyond repair and needed to be replaced.

Whereas, Public Contract Code Section 20113 states that the board may, in an emergency when any work is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, by unanimous vote, with the approval of the county superintendent of schools, make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for that purpose without advertising for or inviting bids and;

Whereas, staff of the Jurupa Unified School District received quotes for the repairs and;

Whereas, in order to permit the continuance of classes and in order to avoid danger to life and property, the District must take necessary action;

NOW, THEREFORE, THE DISTRICT DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

The Jurupa Unified School District, by unanimous vote declares the work to remedy HVAC Vandalism at Patriot High School an emergency in order to permit the continuance of classes and to avoid danger to life and property.

ADOPTED, SIGNED AND APPROVED this 2nd day of March, 2015.

Sheryl Schmidt, President

ATTEST:

Memo Mendez, Clerk of the Board



Jurupa Unified School District
EDUCATION CENTER 4850 Pedley Road Jurupa Valley, CA 92509
Information 951.360.4100 FAX 951.360.4194

***Our Children,
Our Schools,
Our Future!***

February 20, 2015

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Mr. Paul Jessup, Deputy Superintendent
Riverside County Office of Education
3939 13th Street
Riverside, CA 92501

Subject: Emergency Resolution, Patriot High School

Dear Deputy Superintendent Jessup:

The Jurupa Unified School District received notification from staff that HVAC units at Patriot High School had stopped working. It was determined that nine units had been vandalized beyond repair and need to be replaced. The Maintenance and Operations Department solicited quotes for the work from vendors and received the following quote as outlined below and attached.

Pacific Air Heating and Cooling, Inc. \$76,670.00

Public Contract Code 20113 states the District may enter into a contract for the performance of work without advertising for bids in an emergency to permit classes to continue and to avoid danger to life and/or property. Due to fact that students are in session, we are experiencing warm weather, and the affected classrooms are used daily; there is not sufficient time to conduct a formal bid process without significantly impacting students and staff.

The District is requesting approval to enter into a contract with Pacific Air Heating and Cooling in the amount of \$76,670.00, via emergency resolution. Administration will ask the Jurupa Unified School District Board of Education to take action on Monday, March 2, 2015 by unanimous vote to adopt the attached resolution and to approve the emergency work. Thank you for your consideration of this request for emergency resolution.

Sincerely,

April M. Devlin
Director, Centralized Support Services

AMD:
Attachments

PROPOSAL

Name: Jurupa Unified School District Purchasing Department
 Address: 4850 Pedley Road
 City: Riverside, Ca 92509
 Attention: Pablo Ponce Email: Pablo.ponce@jusdk12.ca.us
 Estimator: _____

Date: 2/20/2015
 Job Name: Patriot High School Portables T-1 to T-9
 Job Location: 4355 Camino Real Riverside, CA 92509
 Phone: 951-232-2996 Cell# _____
 Fax: _____

We hereby submit specifications and estimate for:

No addendums noted. If you have any questions or concerns, call Pacific Air before use of this proposal at 1-951-784-5252.

Provide and install 9 new Bard R-410 13.0 SEER Heat Pumps to replace existing due to vandalism

- T-1 Bard 3.5 ton wall mount heat pump.
- T-2 Bard 3.5 ton wall mount heat pump.
- T-3 Bard 3.5 ton wall mount heat pump.
- T-4 Bard 3.5 ton wall mount heat pump.
- T-5 Bard 3.5 ton wall mount heat pump.
- T-6 Bard 3.5 ton wall mount heat pump.
- T-7 Bard 3.5 ton wall mount heat pump.
- T-8 Bard 3.0 ton wall mount heat pump.
- T-9 Bard 3.0 ton wall mount heat pump.

All rigging, crane, disposal of old equipment, control wiring, prevailing wages and all other parts as required.

Parts & Materials: \$ 61,000.00
Labor: \$ 13,800.00

Exclusions:

Roof penetrations and patching. All cutting, framing, coring, patching and painting. Counter flashing of roof curbs. All high voltage wiring, conduit, disconnects and connection to equipment. Permits. Gas and condensate piping and connection to equipment. Mechanical and structural engineering calculations and drawings. Burglar Bars. Bid Bonds, Payment Bonds and Performance Bonds. Ceiling and Wall access doors, Certified Test & Air Balance Reports. Any equipment or material not shown on plans. Pacific Air Heating & Cooling, Inc. is not responsible for any pre-existing conditions. e.g. non-working A/C equipment and previous water damage to ducting.

Stipulations:

1. Pacific Air Heating & Cooling, Inc. to work under general contractors bond.
2. Any subcontract agreement must state and include our scope of work, exclusions and stipulations as stated above. Any deviation from this will be considered as a counter offer.
3. Contractor to provide site dumpster at no charge for duration of project.
4. Prices good for 30 days.
5. General contractor to receive small orders for Pacific Air Heating & Cooling, Inc.
6. Subcontractor does not have to be present at inspections.

For the sum of: _____ \$ 74,800.00
ADD FOR PERFORMANCE AND MATERIAL BOND.....2.5% of Proposal \$ 76,670.00

Payment to be as follows: Progress billing due within 30 days

All payments are due in full upon completion unless noted otherwise on the Proposal form. A finance charge of 1% per month (12% per year) will be charged on any balance over 30 days past due from invoice date.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, earthquake, tornado or any other necessary insurance. Our workers are fully covered under workmen's compensation insurance. Note: This proposal may be withdrawn is not accepted within 30 days.

Authorized Signature: _____ Date: _____
Steve Sennewald

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.

Signature of Acceptance: _____ Date: _____
 3155 Durahart Street Riverside, CA 92507 Phone: 951-784-5252 24 Hr: 951-784-4449 Fax: 951-784-5257