

Agenda of Special Meeting

The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held September 20, 2011, beginning at 5:30 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. GENERAL FUNCTIONS
 - A. Call to Order
 - B. Roll Call
 2. PRESENTATIONS
 - A. Chevron
 - B. Johnson Controls
 - C. Schneider Electric
 3. NEW BUSINESS
 - A. Discussion and possible action regarding extracurricular and co-curricular activities of Northwest ECHS students
Presenter: Dr. Murphy
 - B. Consider approval of District and Campus Performance Objectives
Presenter: Ms. Gonzalez
 - C. Consider approval of purchase of water pump repair/rebuild and other infrastructure items related to water pumps at Canutillo High School 3
Presenter: Mr. Armendariz
 - D. Consider approval of purchase of laptop computers (ARRA) 20
Presenter: Ms. Fierro
 - E. Consider approval of payment for TEAMS Prologic Annual Maintenance and Support 24
 4. EXECUTIVE SESSION
 5. PERSONNEL
 - A. Discussion and possible action regarding the employment status of Joachim Rudy Hees
 - B. Consider approval of employee status changes (non-exempt to exempt)
 6. ADJOURNMENT
-

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter

551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Ernesto Armendariz
Executive Director of Facilities & Transportation

(915) 877-7444
FAX (915) 877-7414
earmendariz@canutillo-isd.org

MEMORANDUM

TO: Dr. Damon Murphy, Superintendent

FROM: Ernesto Armendariz, Executive Director of Facilities and Transportation

DATE: September 16, 2011

SUBJECT: Water Treatment to Cold and Hot Water Closed Loop System, Replacement of Geothermal Pump and Motor and addition of 4 VFD's for Canutillo Canutillo High School Geothermal System

Please find enclosed, under separate cover, supporting documentation regarding administration's recommendation for the repairs and enhancement of the Geothermal pump, motor and required VFD's for geothermal pumps and gymnasium heat pumps. Executive Director of Facilities and Transportation, Ernesto Armendariz, will present the recommendation.

ADMINISTRATIVE RECOMMENDATION: Administration recommends approval of the pump repairs and enhancements at Canutillo High School as presented.



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address P.O. Box 100
Canutillo, Texas 79835

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415

Date: September 16, 2011
To: CISD Board of Trustees
Cc: Martha Aguirre, Executive Director of Financial Services
From: Ron Gatlin, Purchasing Agent
Subject: Pump repairs and enhancements at Canutillo High School

I have reviewed the quotations and proposals submitted by the Facilities & Transportation Division for the pump repairs and enhancements for the geothermal system at the Canutillo High School.

After reviewing the proposals and comparing services and pricing I find that Control & Equipment's proposal was complete and offers the district "best value". Therefore, it is the recommendation of this office that the district award the contract to Control & Equipment Company as presented.



Project CHS – Geothermal Systems

Provide a cost proposal for parts and labor to remove the existing geothermal pump and motor and return to CISD.

- 1) Provide and install split case pump (s/#T1084573)
- 2) Provide and install one motor 100 HP, 3 PH, 1780RPM, 404 T Frame
- 3) Provide and install two Pressure Transducer 0-100 psi
- 4) Provide and install two Variable Frequency Drive 100 HP @ 460 v

Material and Labor Total \$_____

Provide a cost proposal for parts and labor to install two VFD's

- 1) 2 VFD Pressure Transducers for Main Gymnasium heat pumps and motors

Material and Labor Total \$_____

Provide and install water treatment for geothermal and chilled water/hot water close loop systems to include all necessary parts, connections, valves and filters.

Total \$_____

Provide maintenance for one year \$_____

MA 09/15/11

Control and Equipment Co.
of El Paso, Inc. ... representatives



2001 e. yandell · El Paso, Texas 79903 · phone (915) 545-2256

TO: Mr. Ernesto Armendariz / Canutillo
ISD

QUOTATION

TERMS: NET 30
F.O.B: El Paso TX
DATE: 9/7/2011
PAGE NO: 1 of 1
JOB NUMBER: NG
JOB NAME: Canutillo HS Gym
100HP Pump repair
LOCATION: El Paso, TX
ARCH. ENG: Control and Equipment
QUOTATION BY: Roger Hernandez

ITEM	QUAN.	DESCRIPTION	PRICE/EACH	TOTAL
A	1	We offer to furnish the necessary labor and parts to remove one 100HP Pump and motor used for the Geothermal water loop. We will pick up the pump, take it to our machine shop fix or replace necessary parts, paint according to customers specification, remount pump, align pump, and leave a perfect working condition pump and motor. NOTE: this price includes freight for any necessary parts this repair incur.	\$16,152.00	

PRICES QUOTED HEREIN ARE SUBJECT TO APPROVED CREDIT AND PRICES IN EFFECT AT THE TIME OF SHIPMENT.
THIS QUOTE EXCLUDES SALES TAX.

Control and Equipment Co.
of El Paso, Inc. . . . representatives



2001 e. yandell · El Paso, Texas 79903 · phone (915) 545-2256

TO: Mr. Ernesto Armendariz / Canutillo
ISD

QUOTATION

TERMS: NET 30
F.O.B: El Paso TX
DATE: 8/24/2011
PAGE NO: 1 of 1
JOB NUMBER: NG
JOB NAME: Canutillo HS Gym
VFDs
LOCATION: El Paso, TX
ARCH. ENG: Control and Equipment
QUOTATION BY: Roger Hernandez

ITEM	QUAN.	DESCRIPTION	PRICE/EACH	TOTAL
A	2	<p>ABB Variable Frequency Drives. These drives are 3 HP each and they provide modulation on the pumps that serve the air handlers for the gymnasium. The system as is, it is running at 100% capacity with no control over these said pumps. We offer to furnish these Variable Frequency drives so that Canutillo ISD has a bigger improvement on energy savings with the implementation of these Variable Frequency Drives.</p> <p>Start up is included with this price.</p>	\$1,217.00	\$2,428.00

PRICES QUOTED HEREIN ARE SUBJECT TO APPROVED CREDIT AND PRICES IN EFFECT AT THE TIME OF SHIPMENT.
THIS QUOTE EXCLUDES SALES TAX.

Control and Equipment Co.
of El Paso, Inc. . . . representatives



2001 e. yandell · El Paso, Texas 79903 · phone (915) 545-2256

QUOTATION

TERMS: NET 30
F.O.B: El Paso TX
DATE: 8/24/2011
PAGE NO: 1 of 1
JOB NUMBER: NG
JOB NAME: Canutillo HS Gym
100HP VFDs
LOCATION: El Paso, TX
ARCH. ENG: Control and Equipment
QUOTATION BY: Roger Hernandez

TO: Mr. Ernesto Armendariz / Canutillo
ISD

ITEM	QUAN.	DESCRIPTION	PRICE/EACH	TOTAL
A	2	<p>ABB Variable Frequency Drives. These drives are 100 HP each and they provide modulation on the pumps that serve the geothermal water loop for the whole high school. The system as is, it is running at 25% capacity with no control over these said pumps. We offer to furnish these Variable Frequency drives so that Canutillo ISD has a bigger improvement on energy savings with this implementation. These VFDs are capable of running on an integrated timer so that when the load is required, they can modulate the flow of the geothermal loop to the necessary status, and lower it at the end of the day to for example to 5% so that energy savings can occur.</p> <p>Included with this price is start up of Variable Frequency Drives</p>	\$10,850.00	\$21,700.00

PRICES QUOTED HEREIN ARE SUBJECT TO APPROVED CREDIT AND PRICES IN EFFECT AT THE TIME OF SHIPMENT.
THIS QUOTE EXCLUDES SALES TAX.

Control and Equipment Co.
of El Paso, Inc. ... representatives



2001 e. yandell · El Paso, Texas 79903 · phone (915) 545-2256

QUOTATION

TERMS: NET 30
 F.O.B: El Paso
 DATE: 8/25/2011
 PAGE NO: 1 of 1
 JOB NUMBER: NG
 JOB NAME: Canutillo HS Water Treatment
 LOCATION: Canutillo, TX
 ARCH. ENG: Control and Equipment
 QUOTATION BY: Roger Hernandez

TO: Mr. Armendariz / Canutillo ISD

ITEM	QUAN.	DESCRIPTION	PRICE	TOTAL
A	LOT	<p>Water Treatment Service for Canutillo High School.</p> <p>We offer to furnish water treatment service for the following areas: 1. Chilled water / Hot water closed Loop 2. Closed Geothermal water loop.</p> <p>NOTE: Please find attached Service agreement pages.</p> <p>This our price includes water treatment service and Chemicals for one full year.</p> <p>TOTAL FOR above mentioned water treatment chemicals and a years service:</p>		\$8,378.00

***THIS QUOTE IS VALID FOR 30 DAYS.**

PRICES QUOTED HEREIN ARE SUBJECT TO APPROVED CREDIT AND PRICES IN EFFECT AT THE TIME OF SHIPMENT.
THIS QUOTE EXCLUDES SALES TAX.

SERVICES AGREEMENT

1.00 Purpose of service

1.01 >_The purpose of the water treatment program is to provide Canutillo Independent School District chemicals treatment program to properly treat the systems which is to prevent scale and corrosion and to assure a clean system resulting in energy saving and the most effective use of your energy dollar.

2.00 Project Location:

2.01 >_Canutillo High School, 6675 South Desert Boulevard, El Paso, TX 79932, (915) 877-7807

3.00 Areas Of Service:

PROPOSED VENDORS will provide service to the following areas.

3.01 >_Closed Loop System. (Hot / Chilled)

3.02 >_Geo-Thermal Closed Loop System

4.00 Description of service

4.01 _Start-up: >_For the initial start up we will be visiting Canutillo High School on a frequent basis. As the system is brought under control, service will then be reduced to once a month.

4.02 _Start-up: >_Consultation service and support during the start-up.

4.03 _Monthly: >_Reports of each service visit will be provided along with technical recommendations to assure that the systems are properly maintained.

4.04 _Quarterly: >_Basic Water Review with Canutillo Independent School District Personnel.

4.05 _Annually: >_Training. HAZCOM Training / One trainings per year. (minimum). MSDS Training

5.00 Chemicals

5.01 >_Chemical Selection: VENDOR will be responsible to select the technically best chemical product(s) for each application and to provide control ranges for their application. Should conditions change sufficient to warrant a product change, it will be VENDORS responsibility to make the appropriate change in product and/or control range. Prior to change VENDOR will provide in writing to OWNER of changes.

5.02 >_ISO 9001: PROPOSED VENDORS water treatment chemicals are global ISO 9001.

6.00 Equipment:

6.01 >_Canutillo Independent School District has ownership of the equipment including containment. Canutillo Independent School District will responsible for replacement parts, recommended modifications and replacement of the control and associated equipment. At no additional cost to Canutillo Independent School District, will oversee service as well as maintain and verify operation of the equipment for the duration of the service contract.

7.00 Testing:

The following list below is a summary of what areas of the water will be analyzed.

7.01 >_Conductivity

7.02 >_Controller

7.03 >_Resistivity

7.04 >_Total Dissolved Solids

7.05 >_pH

7.06 >_(ORP) Oxidation reduction potential

7.07 >_P - Alkalinity | drop

7.08 >_M - Alkalinity | drop

7.09 >_Ca Hardness | drop

7.10 >_MgHd | CaCO₃ | DR-890(30)

CaHd | CaCO₃ | DR-890(30)

7.11 >_Silica | SiO₂ | DR-890(88)

7.12 >_Chloride

7.13 >_Analysis of Product: Scale and Corrosion

7.14 >_Ferrous Iron | Fe²⁺ - Unfiltered / DR-890(33)

7.15 >_Bicinchoninate Copper - Unfiltered / DR-890(20)

SERVICES AGREEMENT

8.00 Standards:

8.01 >_VENDOR will treat the systems within AWT guide lines, Scale and Corrosion and for Microorganisms.

9.00 MSDS.

9.01 >_Vendor will be responsible for the MSDS sheets for all chemical being used.

9.02 >_Vendor will provide three (2) published books

9.03 >_Vendor will provide a digital copy to the managing Director and OWNER staff caring for the water treatment program.

9.04 >_Vendor will provide MSDS sheet at all chemical that are on site. MSDS sheet will be placed in a protective chemical and weather proof cover.

10.00 Cleanliness:

10.01 > VENDOR will maintain a neat and picked up area

11.00 Shipping:

11.01 >_Will be the responsibility of the VENDOR.

12.00 Commitment Period:

12.01 >_The terms of this agreement can be terminated with 30 days of notification.

12.02 >_Notification will be in writing or by the form of an email heading "TERMINATION NOTICE"



PHOENIX PUMPS, INC.

26 Butterfield Trail El Paso, TX 79906
 (915) 757-1300 - FAX (915) 757-1322
 www.phoenixpumps.com

CUSTOMER

PROPOSAL

Name **CANUTILLO INDEPENDENT SCHOOL DISTRICT**Address **7710 CAP CARTER RD.**City **CANUTILLO**

STATE

TX

ZIP **79835**Phone **915-877-7746**

FAX

915-877-7740DATE **09/14/11**Attn: **Ramon Sepulveda**Pages **1**Dept. **HVAC TEAM LEADER**

As Per Your Request, We are Pleased to Quote the Following:

PUMPING EQUIPMENT

Qty	Part No.	Description	Unit Price	TOTAL
1	4095CV	Weinman Pumps Vertical In-Line pump with 5HP, 1725RPM, 3-Phase, ODP motor Delivery is 5 week: ARO and unit's weight is 440lbs.	\$ 3,189.00	\$ 3,189.00
1	6L1	Split case pump duplicate to s/n# T1084573 (PAUL) Delivery is 8 week: ARO and unit's weight is 1020lbs.	\$ 5,742.00	\$ 5,742.00
1	EM2555T-4	Baldor Motor 100HP, 1750RPM, 3-Phase, 60Hz, 404T, OPSB, motor Delivery is 1 week ARO and unit's weight is 560lbs. Note: Labor is normal for repair \$60/per hr, emergency repair \$120/ per hr, and on site labor is \$180/per hr. We are Region 19 Contract # 10-6492 <u>NOTES:</u> The items contained in this quotation are the only items being applied by Phoenix Pumps, Inc. other items which may be required by the specification, including but not limited to the items listed above must be furnished by others. Spec sheets attached	\$ 4,280.00	\$ 4,280.00

Prices shown are subject to acceptance within 30 days.
 Stock items are subject to prior sale.
 We cannot be responsible for delays due to conditions beyond our control.

Subtotal

Est. Freight **Pre Paid & Add**

Tax

TOTAL
FOB: FactoryNormal Lead Time: Noted abovePayment Terms: COD/Net 20 oac

Should you have any questions, please, do not hesitate to contact our office.

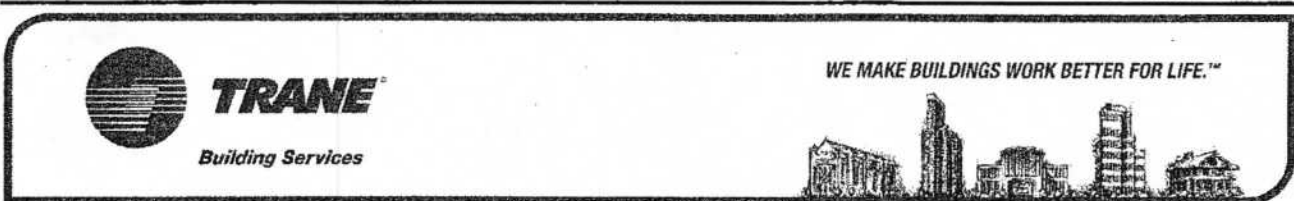
Thank you for this opportunity & your support.

Sincerely,

JOE CRUZ
 OUTSIDE SALES

joe@phoenixpumps.com

"Making Difficult Pumping Problems. Simple!"



Trane U.S. Inc. dba Trane
 1405 Vanderbilt Dr.
 El Paso, TX 79935
 Phone: (915) 593-3484
 Fax: (915) 593-0027

September 12, 2011

Site:

Canutillo ISD
 P.O. Box 100
 Canutillo, TX 79835
 F: 915-877-7740

Canutillo High School
 Canutillo, TX

Attention: Ernesto Armendariz

Project Name: Canutillo High School pump Seal and Bearing repl.

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment List

Tag Data

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	Crane - Split Case Pump	T1084573

Product Data – Split Case Pump

↑ paul

Scope of Service

We offer furnish the necessary parts and labor to repair the above mentioned pump. Includes the following:

- Removal and Rigging of existing pump
- Disassembly and measuring of tolerances
- Replacing of seals and bearings as required
- Cleaning of pump frame and paint to match
- Re-assembly
- Re-mounting of pump and laser alignment
- Start-up

Pricing and Acceptance

Total Price:..... 13 18,009.48 USD

Exclusions: Electrical motor re-building if required.

Clarifications

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. This proposal is valid for 30 days from September 12, 2011.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jorge Polanco

Cell: 915-526-3285

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

<p>CUSTOMER ACCEPTANCE</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>Title _____</p> <p>Purchase Order _____</p> <p>Acceptance Date _____</p> <p>Trane License Number:</p>

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

2. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

3. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

4. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

5. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations.

6. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

7. Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party Company, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

10. Asbestos and Hazardous Materials. Company's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the services only when the affected area has been rendered harmless.

11. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

12. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to

obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

13. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company.

14. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c.11 and applicable Provincial Human Rights Codes and employment law in Canada.

15. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

1-10.48 (0511)
Supersedes 1-10.48 (0610)



Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
 - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.



Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



**CHS Geothermal Pump, Motor, VFD Upgrades
and Water Treatment Breakdown**

Vendor	Split Case Pump, Motor & Labor	VFD for Split Case Pump & Water	VFD For Gymnasium Heat Pump	Water Treatment Service
Control & Equipment	\$16,152.00	\$21,700.00	\$2,428.00	\$8,378.00
Trane	\$18,009.48 <i>(Split Case Pump Only) Motor not included</i>	N/B	N/B	N/B
Phoenix Pump	\$10,022.00 <i>(Labor cost not included)</i>	N/B	N/B	N/B
CL North	\$17,100.00	\$24,516.00	\$1,971.00	N/B
G & E Industrial Supplies	\$11,695.00 <i>(Labor cost not included)</i>	\$11,386.00 <i>(Labor cost not included)</i>	\$1,452.00 <i>(Labor cost not included or provided)</i>	N/B

MA 09/15/11



Canutillo Independent School District

7965 Arcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Damon Murphy Ed.D.
Superintendent of Schools

(915) 877-7444
FAX (915) 877-7414
murphy@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Dr. Damon Murphy, Superintendent

DATE: September 16, 2011

SUBJECT: Purchase of laptop computers

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of 72 laptop computers from Desert Communications, Inc. in the total amount of \$65,769.84 utilizing the DIR purchasing cooperative contract # SDD-1364.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends approval of the purchase of 72 laptop computers as presented.



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address P.O. Box 100
Canutillo, Texas 79835

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415

Date: September 16, 2011

To: CISD Board of Trustees

Cc: Martha Aguirre, Executive Director of Financial Services

From: Ron Gatlin, Purchasing Agent

Subject: Purchase of laptop computers for the Curriculum & Instruction Division

I have reviewed the quotation submitted by the Desert Communications, Inc. for 72 laptop computers. I find that their proposal is in compliance with the DIR purchasing cooperative contract DIR-SDD-1364 and offers the district "best value". Therefore, it is the recommendation of this office that the district award the purchase to Desert Communications, Inc. as presented.

Desert Communications Inc.

7100 Westwind
 Suite 300
 El Paso, TX 79912
 Phone: (915) 584-1287 Fax: (915) 581-7697

Quotation# 025015

Account ID CAISD	Contact Chris Avila	
Customer PO None	Telephone (915) 877-7745	Facsimile (915) 877-7418

Bill To:

Canutillo Ind Sch Dist
 Accounts Payable
 P.O. Box 440
 Canutillo, TX 79835

Ship To:

Canutillo Ind Sch Dist
 7965 Artcraft
 El Paso, TX 79932

Special Order Drop Ship

Quote Date 08/23/2011	Comments HS Laptops COWS	Special Instructions	Terms NET 30
---------------------------------	------------------------------------	----------------------	------------------------

Ship Via GROUND	Date Required 08/23/2011	FOB Your Location	Prepared By SC	Order# 017565	Salesperson Sarah Cancellare
---------------------------	------------------------------------	-----------------------------	--------------------------	-------------------------	--

Quantity	Item#	Description	Price	Total
72	CTC-F-STCN-36	COMPUTRACE CMLPTE STL GOV 3Y FCTRY INTGR Computrace Complete by Absolute for notebooks.	\$65.27	\$4,699.44
72	INSTALL	Laptop Imaging	\$50.00	\$3,600.00
72	WZ308UT#ABA	HP ProBook 6455b Notebook PC Genuine Windows 7 Professional 32 bit AMD TurionT II Dual-Core Mobile Processor N530 (2.5 GHz, 2 MB L2 Cache) AMD M880G chipset 14.0-inch diagonal LED-backlit HD anti-glare (1366 x 768 resolution) 2MP Webcam Integrated ATI Mobility RadeonT HD 4250 320 GB 7200 rpm 2.5-inch hard drive DVD+/-RW SuperMulti DL Drive Broadcom 4313GN 802.11b/g/n 1x1 Wi-Fi Adapter 6 cell (55 WHr) Lithium-Ion battery	\$719.00	\$51,768.00
72	UC238E	HP 3YR PICKUP & RETURN SB NOTEBOOK SVC	\$79.20	\$5,702.40
1	DIR NOTE	Contract:TX - TEXAS DIR-SDD-1364 (TXDIR) This quote is being provided under the conditions of the Hewlett-Packard Texas DIR Contract Number, DIR-SDD-1364. This DIR reference is for the three HP line items on this quote	\$0.00	\$0.00

Desert Communications Inc.

7100 Westwind
 Suite 300
 El Paso, TX 79912
 Phone: (915) 584-1287 Fax: (915) 581-7697

Quotation# 025015

Account ID CAISD	Contact Chris Avila	
Customer PO None	Telephone (915) 877-7745	Facsimilie (915) 877-7418

Bill To:

Canutillo Ind Sch Dist
 Accounts Payable
 P.O. Box 440
 Canutillo, TX 79835

Ship To:

Canutillo Ind Sch Dist
 7965 Artcraft
 El Paso, TX 79932

Special Order Drop Ship

Quote Date 08/23/2011	Comments HS Laptops COWS		Special Instructions			Terms NET 30
Ship Via GROUND	Date Required 08/23/2011	FOB Your Location	Prepared By SC	Order# 017565	Salesperson Sarah Cancellare	
Quantity	Item#	Description			Price	Total

Comments
 This quote valid for only 30 days from date of quote unless otherwise stated.

Sub Total	\$65,769.84
EXMT 0% Tax	\$0.00
Freight	\$0.00
Grand Total	\$65,769.84
Deposit	\$0.00
Balance	\$65,769.84

Approved By: _____ Date: _____



Canutillo Independent School District

Street Address: 7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address: P.O. Box 100
Canutillo, TX 79835

(915) 877-7425
FAX (915) 877-7415

TO: Board of Trustees
Dr. Murphy, Superintendent

FROM: Martha Aguirre, Executive Director

DATE: September 16, 2011

SUBJECT: Prologic Maintenance & Support Fee for 2011-2012

As directed during the Regular Board Meeting on Tuesday, September 13, 2011, legal counsel and administration will meet to consider viable options and a plan of action to resolve the current issues associated with the TEAMS software system.

Attached is a copy of the Prologic Technology Systems, Inc. invoice, however additional supporting documentation for the agenda item is currently not available.

If there are additional questions or concerns I may be reached at 915 877-7425 or at miaguirre@canutillo-isd.org.



Invoice

9600 North MoPac Expressway, Suite 300
Austin, TX 78759

Date	Invoice No.
8/1/2011	78506

Bill To
Canutillo Independent School District Attn: Accounts Payable PO BOX 100 Canutillo, TX 79835-6209

Questions? Call Melanie Lewis (512) 328-9496

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
S&D	Crystal Reports XI Professional	100.00	100.00
S&D	Third Party Products	✓ 7,256.00	7,256.00
S&D	TEAMS Student Information System Annual Maintenance and Support	✓ 33,792.00	33,792.00
F/A	TEAMS Finance Annual Maintenance and Support	17,626.00	17,626.00
F/A	TEAMS Payroll Annual Maintenance and Support	7,258.00	7,258.00
HR	TEAMS Human Resources Annual Maintenance and Support	6,912.00	6,912.00
S&D	IBM DB2-UDB OEM Server	5,000.00	5,000.00
S&D	NowDocs Annual Support/Maintenance	2,000.00	2,000.00
C&I	Eduphoria Interface Maintenance	1,250.00	1,250.00
S&D	TEAMS User Group Annual Dues	500.00	500.00
	Support/Maintenance Through August 31, 2012		
Total			\$81,694.00

RECEIVED
AUG - 8 2011