

Quotation

This Quotation is Issued to: international leadership of texas	Munters Corporation is Represented by: sos,llc, Blanco 14648 FM 32 blanco , TX 78606	Quote No: BBSH19013 Quote Rev: 00 Date: January 23, 2020
Project Name: International Leadership of Texas		

Orders Should be Issued to: MUNTERS CORPORATION, SELMA, TX / BUENA VISTA, VA

This proposal, unless previously withdrawn, shall remain open for thirty days from the date hereof, and an order is subject to acceptance at the executive offices of Munters Corporation, Selma, TX. Any order resulting from this proposal shall be subjected to all terms and conditions stated on the front and reverse sides hereof or attached hereto. Munters Corporation is required to collect State Sales/Use tax where applicable. Taxes must be invoiced in such cases unless a valid exemption, resale or direct payment certificate is on file at time of order.

Terms: 30% Upon Submittals, Due Upon Receipt 30% Upon Mfg. Start, Due Upon Receipt 40% Upon Shipment of Order, Due Net 30 Days	FOB: Munters factory	Shipment: Best Way
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Quoted Leadtime: Consult factory After Receipt of ORDER

We are Pleased to Quote as Follows:

Qty	Tag	Description	Price	Extended
12	HCUc-1,HCUc-2, HCUc-3,HCUc-4, HCUc-5,HCUc-6, HCUc-7,HCUc-8, HCUc-9,HCUc-10 ,HCUc-11,HCUc-12	HCUc6030AAD-B0BS30M-KSLKL0UAC-AB0AB0000 DRYCOOL HCU HCU-6000 3,000 to 6,000 CFM Voltage: 460/3/60 Supply Fan Motor: 5 HP - Premium Efficiency TEFC - Standard Motor w/ VFD Post Heat: Natural Gas - Stainless Steel Loose Items: Wall-mount space temperature and humidity sensor Duct-mount leaving air temperature and humidity sensor	\$89,813	\$1,077,756
		Freight (Flatbed trailer, no tarp)	\$	5,600
		Start Up (Factory Start-Up Only)	\$	30,029
		4 Year Extended Compressor Warranty	\$	16,536
		Order Total (ALL values is US Dollars)	\$	1,129,921

Munters will honor these prices for 30 days. Price does not include taxes, rigging or installation. Terms and conditions apply as printed here and on the "Standard Conditions of Sale" page attached.

Quoted By: Bradley S Holder	Title: sale	Signature:
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Munters Corporation

16900 Jordan, Selma, TX 78154

Ph: 210 651-5018 Fax: 210 651-9085

6.7.1



ILT - RFP 20200108 Fee Proposal

Date 2/13/20

Project: International Leadership of Texas - RFP 20200108
 Owner: ILT
 Location: Saginaw K-8; Fort Worth K-8
 Texas, USA
 Architect: Pivot North
 Estimate Type: RFP Fee Proposal
 Prepared By: Waltz Construction

Building Area (SF) 168,000
 Gross Site Area (SF) 1
 Off-Site Area (SF) 1
 Duration (MO) 2.0

Project Summary - BREAKDOWN BY CSI DIVISION				
CSI Division	Quantity	Unit	Unit Cost	Total
GENERAL CONDITIONS / REQUIREMENTS	1	Months	75,000	\$ 75,000
ROOF LINE ADJUSTMENTS				
Cut out roof and seal DOAS Unit curbs	12	EA	2,000.00	\$ 24,000
Under deck structure - ALLOWANCE	12		10,000.00	\$ 120,000
HVAC				
DOAS Units with Curbs (Munter) FOB-BY OWNER	12	EA	-	\$ -
Ductwork	12	EA	6,500.00	\$ 78,000
Condensate Drains with Pumps	12	EA	1,500.00	\$ 18,000
Labor	12	EA	4,500.00	\$ 54,000
Controls - ALLOWANCE	1	LS	20,000.00	\$ 20,000
Hoisting	1	LS	15,000.00	\$ 15,000
Gas Piping - Rooftop Feed	12	EA	10,000.00	\$ 120,000
ELECTRICAL				
Power to DOAS Unit - Average of 200' Each Feed - Allowance (Rooftop Feed)	12	EA	7,500.00	\$ 90,000
Added Gear Sections / Panels		not included		
MISCELLANEOUS				
Finish Repair (Interior or Exterior)		not included		
Subtotal				\$ 614,000
Public Service, Tap & Devel. Fees	-	not included	-	\$ -
Building Permit, Plan Check Fee	1	2.75%	16,885	\$ 16,885
Design / Engineering Fees	1	Arch/MPE/Str	80,000	\$ 80,000
Construction Contingency	1	5.00%	35,544	\$ 35,544
Insurance & General Liability	1	1.40%	10,450	\$ 10,450
Builders Risk/Subguard Insurance	1	0.65%	4,920	\$ 4,920
Performance & Payment Bond	1	1.10%	8,380	\$ 8,380
Contractor OH & Fee	1	5.00%	38,509	\$ 38,509
Total				\$ 808,688



WALTZ

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REQUEST FOR PROPOSAL #20200108

INTERNATIONAL LEADERSHIP OF TEXAS

DESIGN AND INSTALLATION OF
DEDICATED OUTSIDE AIR SYSTEM
FOR ILTEXAS SAGINAW K-8 AND
ILTEXAS EAST FORT WORTH K-8

January 8, 2019



**PIVOT
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architecture

January 8, 2020

International Leadership of Texas (IL of Texas)
Attn: Frank Crabill
1820 N. Glenville Drive, Suite #100
Richardson, Texas 75081

**RE: REQUEST FOR PROPOSAL #20200108
DESIGN AND INSTALLATION OF DEDICATED
OUTSIDE AIR SYSTEM FOR ILTEXAS SAGINAW K-8 AND
ILTEXAS EAST FORT WORTH K-8**

Dear Selection Committee:

Waltz is Texas' premier charter-school construction company largely due to our personal attention to clients, effective communication, ease of doing business, flexibility, and collaborative approach. These strengths are highly requested by school officials when interacting with a construction company. Our organization is consistently recognized for these strengths, and we take pride in the fact that our growing firm remains reliably capable of demonstrating these attributes on each of our projects.

The IL of Texas project will require a team familiar with charter school expectations, policy, and the community. Our recent experience working together on previous occupied campus projects for charter school clients and our planning and team building with Pivot North Architecture on current IL of Texas projects demonstrates this knowledge and understanding.

The subsequent proposal will offer evidence to support your decision to choose Waltz and Pivot North as your partner based on our qualifications and the fact that only our organization can provide the customer-focused experience IL of Texas deserves.

We look forward to meeting with you in person to further demonstrate how the Waltz/Pivot North Team is best positioned to meet your needs.

Sincerely,

Matt Waltz, President
matt@waltzconstruction.com

Eva Sankey, Client Liaison
eva@waltzconstruction.com

WHY SELECT OUR TEAM?

EXPERIENCE WITH PIVOT NORTH ARCHITECTURE

The Waltz/Pivot North team is currently working on 6 active projects for IL of Texas in the Dallas area and in Houston; as well as another Charter School project in San Antonio. We have an outstanding relationship built on mutual trust and Owner advocacy.

SUBSTANTIAL DESIGN BUILD EXPERTISE

Over 65% of our education projects are Design Build and 95% of our projects are negotiated contracts. As an experienced Design Build Team we have found team work and collaboration to be the most valued asset to ensuring a project's success.

COST + TIME SAVINGS

Our team has saved an average of \$525K per project by working collaboratively with owners and architects. This is our market!

NO LEARNING CURVE

Our proposed team has over 100 years of combined experience with relevant educational projects nationally.

INTERNATIONAL LEADERSHIP OF TEXAS
DESIGN AND INSTALLATION OF DEDICATED
OUTSIDE AIR SYSTEM FOR ILTEXAS SAGINAW K-8
AND ILTEXAS EAST FORT WORTH K-8

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PROPOSAL FORM

PROPOSAL FORM

In submitting its Proposal, the undersigned agrees to the following:

- a) Accept right of Owner to reject any or all Proposals, or to waive formalities and to accept the Proposal that the Owner considers will provide the best value for ILTexas.
- b) By signing this Proposal Form, the Offeror affirms that, to the best of their knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents in the award of this Proposal.

FIRM INFORMATION:

Name of firm: J.S. Waltz Construction, LLC

Address of principal office: 222 West Los Colinas Boulevard, Suite 749E Irving, TX 75039

Phone: (480) 759-9622 Fax: (480) 718-8442

Primary individual to contact: Matthew J. Waltz

Title: President

FEE PROPOSAL:

It is anticipated that ILTexas will enter into a contract with the design/build firm in the total amount of

\$ 1,639,314.00.

This amount shall include the cost of all subcontractors, suppliers, materials, and fees to complete the project.

Dated January 8, 2020.

Name Matthew J. Waltz Title President

Signed 



ILT - RFP 20200108 Fee Proposal

Project: International Leadership of Texas - RFP 20200108	Date:	1/8/20
Owner: ILT		
Location: Saginaw K-8; Fort Worth K-8 Texas, USA	Building Area (SF)	168,000
Architect: Pivot North	Gross Site Area (SF)	1
Estimate Type: RFP Fee Proposal	Off-Site Area (SF)	1
Prepared By: Waltz Construction	Duration (MO)	2.0

Project Summary - BREAKDOWN BY CSI DIVISION					
CSI Division	Quantity	Unit	Unit Cost	Total	Cost/SF
GENERAL CONDITIONS / REQUIREMENTS	2	Months	75,000	\$ 150,000	\$0.89 /SF
ROOF LINE ADJUSTMENTS					
Cut out roof and seal DOAS Unit curbs	12	EA	800.00	\$ 9,600	\$0.06 /SF
Under deck structure	12	EA	1,500.00	\$ 18,000	\$0.11 /SF
HVAC					
DOAS Units with Curbs (Aaon)	12	EA	62,669.00	\$ 752,028	\$4.48 /SF
Ductwork	12	EA	6,500.00	\$ 78,000	\$0.46 /SF
Condensate Drains with Pumps	12	EA	1,500.00	\$ 18,000	\$0.11 /SF
Labor	12	EA	4,500.00	\$ 54,000	\$0.32 /SF
Controls	1	LS	20,000.00	\$ 20,000	\$0.12 /SF
Hoisting	1	LS	15,000.00	\$ 15,000	\$0.09 /SF
Gas Piping - Rooftop Feed	12	EA	10,000.00	\$ 120,000	\$0.71 /SF
ELECTRICAL					
Power to DOAS Unit - Average of 200' Each Feed (3 Ph 480v EMT Pipe) - Rooftop Feed	12	EA	7,500.00	\$ 90,000	\$0.54 /SF
Added Gear Sections / Panels		not included			
MISCELLANEOUS					
Finish Repair (Interior or Exterior)		not included			
Subtotal				\$ 1,324,628	\$7.88 /SF
Public Service, Tap & Devel. Fees	-	not included	-	\$ -	\$0.00 /SF
Building Permit, Plan Check Fee	1	2.75%	36,427	\$ 36,427	\$0.22 /SF
Design / Engineering Fees	1	Arch/MPE/Str	80,000	\$ 80,000	\$0.48 /SF
Construction Contingency	1	5.00%	72,053	\$ 72,053	\$0.43 /SF
Insurance & General Liability	1	1.40%	21,184	\$ 21,184	\$0.13 /SF
Builders Risk/Subguard Insurance	1	0.65%	9,973	\$ 9,973	\$0.06 /SF
Performance & Payment Bond	1	1.10%	16,987	\$ 16,987	\$0.10 /SF
Contractor OH & Fee	1	5.00%	78,063	\$ 78,063	\$0.46 /SF
Total				\$ 1,639,314	\$9.76 /SF

Add Alternates - Not Included In Above Proposal	Quantity	Unit	Unit Cost	Total
1 Hunter Equipment per Design	12	EA	25,067.60	\$300,811
2				\$0
Associated Markups (Design, Contingency, Insurance, Fee)				\$71,462
Add Alternates - Not Included In Above Proposal				\$372,274



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PROJECT SCHEDULE

IL RFP 20200108 - Preliminary Schedule



ID	Task Mode	Task Name	Duration	Start	Finish	January 2020	February 2020	March 2020	April 2020	May 2020	June
						12 17 22 27	1 6 11 16 21 26	2 7 12 17 22 27	1 6 11 16 21 26	1 6 11 16 21 26 31	5 1
1	➔	IL - RFP 20200108	47 days	Mon 1/13/20	Tue 3/17/20						
2	➔	Preconstruction Phase	20 days	Mon 1/13/20	Fri 2/7/20						
3	➔	Design	20 days	Mon 1/13/20	Fri 2/7/20						
4	➔	Construction Phase	12 days	Mon 3/2/20	Tue 3/17/20						
5	➔	Prep DOA Openings**	5 days	Mon 3/2/20	Fri 3/6/20						
6	➔	IL - Spring Break	5 days	Mon 3/9/20	Fri 3/13/20						
7	➔	Set DOAS Units	2 days	Mon 3/9/20	Tue 3/10/20						
8	➔	Roof Tie In	5 days	Wed 3/11/20	Tue 3/17/20						
9	➔	Interior Finish Repair	5 days	Wed 3/11/20	Tue 3/17/20						
10	➔	Final Inspections / Engineer Punch	2 days	Wed 3/11/20	Thu 3/12/20						

Project: IL - RFP 20200108 Date: Wed 1/8/20 **Assumes Equipment on Hand	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Critical	
	Project Summary		Manual Summary		Critical Split	
	Inactive Task		Start-only		Progress	
Inactive Milestone		Finish-only		Manual Progress		



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EXPERIENCE WITH SIMILAR PROJECTS



LEGACY PREPARATORY ACADEMY

DESCRIPTION

The Waltz team provided turn-key Project Management and design/build services to Legacy Preparatory Charter Academy. This new, 64,000 SF K-12 school includes a 34,000 SF 2-story groundup facility and a 30,000 SF renovation of an existing building. The project includes administration, special education, science labs, primary and secondary classrooms, as well as a cafenasium, and gymnasium.

LOCATION

Mesquite, TX

REFERENCE

Charter Stone Capital,
Michael Searls,
512.766.3446

COST

\$8.9M





BASIS NORTH CENTRAL

DESCRIPTION

25,000 SF remodel of existing classrooms, new health room and bathroom, science classrooms into regular classrooms, modified existing MPR into separate MPR, added a new playground, and new parent drop-off.

LOCATION

San Antonio, TX

REFERENCE

BASIS, Lyn Music

Lyn.music@basised.com

210-419-6506

COST

\$2.4M



DESIGN AND INSTALLATION OF DEDICATED OUTSIDE AIR SYSTEM FOR ILTEXAS SAGINAW K-8 AND ILTEXAS EAST FORT WORTH K-8



DESCRIPTION

72,000 SF prototype K-12 school with classrooms and a gymnasium. The construction of the 72,000 SF campus was completed in less than 4 months, which was over a month ahead of the previous prototype. Waltz provided BASIS' construction managers with unlimited guidance using our lessons learned from years of K-12 construction experience and feedback from our valued past projects with whom we have maintained communication with through the years.

LOCATION

Scottsdale, AZ

REFERENCE

BASIS, Lyn Music
Lyn.music@basised.com
210-419-6506

COST

\$13.6M





DESCRIPTION

2-Phase project on a 20-acre campus.

Phase 1 - Pioneer Prep:

A new \$7.2M 58,000 SF K-8 campus with accompanying recreational improvements, including ball fields, landscaping, hardscaping, lighting, retention basins, basketball courts, natural and synthetic turf, as well as a learning outdoor auditorium. Also includes parking and associated site development.

Phase 2 - Western Tech:

\$6.3M, 42,000 SF school addition on an active campus that serves 800 students in grades 7 through 12, and includes a full-sized multipurpose gymnasium. Waltz used value analysis to save the Owner over \$25,000 using high-quality carpet tile over runs. The team also saved the Owner over \$50,000 by redistributing excess cooling load, which resulted in purchasing fewer cooling units.

LOCATION

Maryvale, AZ

REFERENCE

Team CFA, Peter Boyle
623.249.3900

COST

\$13.5M





DESCRIPTION

Waltz partnered with the architect on this project to design a space that would be both welcoming and functional to the students. Features include a gymnasium, 5,000 SF canopy and a two-story 40,000 SF for classrooms and administration.

LOCATION

Phoenix, AZ

REFERENCE

The Leona Group
Scott Shelley, 602-953-2933
Scott.shelley@leonagroup.com

COST

\$6.7M





DESCRIPTION

The 8.5-acre site school projects involves groundup construction of mostly single-story 84,000 square feet construction for 1,400 students. The site features include a gym, a full turf field, various on-site improvements, and a steel basketball exterior structure.

LOCATION

Glendale, AZ

REFERENCE

Academy of Math and Science
Steven Hykes, 619-990-5506
shykes@amsschools.org

COST

\$15.4M





DESCRIPTION

The 15,000 SF project consists of a new gymnasium including a gym, stage, dressing rooms, restrooms, offices, and storage. Project site is adjacent to existing school site. Site elements include paving, parking, and landscaping.

LOCATION

McKinney, TX

REFERENCE

Brad Uchacz
Executive Vice President
480-326-5608

COST

\$5M





ROCK CREEK AND PILLAR FALLS ELEMENTARY SCHOOL

DESCRIPTION

Pillar Falls and Rock Creek elementary schools were programmed at the same time and designed with similar floor plans to gain the District efficiency in construction document and construction schedules. It was a preference to have the exteriors look different so each school had its own identity. Brick was used at the front entry and administration space. Fiber cement siding and metal panels were used as cost effective exterior wall treatment.

The entries were designed to force building visitors into the administration office before circulating the rest of the building. Windows were implemented for administrative supervision of the parking lot and walkways.

LOCATION

Twin Falls, ID

REFERENCE

Brady Dickinson, Twin Falls School District
208.733.6900

COST

\$31M



JUBILEE ACADEMIES NEW WESTWOOD K-8 FACILITY

DESCRIPTION

Jubilee Westwood is a renovation of a 43,098 square foot facility originally constructed by another Charter School Operator in San Antonio. Pivot North worked with Jubilee and Performance Charter School Development to reprogram the facility and double the classroom count from 14 to 28 to serve 774 students.

The program for the existing building includes general classrooms, science classrooms, gymnasium, cafeteria, kitchen, administration, and support spaces. Phase 2 of the project includes the design and construction of a new gymnasium, cafeteria, kitchen, and music facility located on the same site. Pivot North master planned the site to locate the building along with an outdoor play structure.

Phase 1 of the project was delivered on schedule in early summer 2019. Phase 2 schedule is not yet determined.

LOCATION

San Antonio, TX

REFERENCE

Jay Lemery, Performance Charter School Development
281-581-0706

COST

\$2M

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DESIGN AND INSTALLATION OF DEDICATED OUTSIDE AIR SYSTEM FOR ILTEXAS SAGINAW K-8 AND ILTEXAS EAST FORT WORTH K-8



INTERNATIONAL LEADERSHIP OF TEXAS COLLEGE STATION

DESCRIPTION

Pivot North was engaged by Performance Charter School Development to provide design services for four prototypical K-8 schools for International Leadership of Texas. The first of which is located in College Station.

Each school is sized to serve a student population of 1,400. Amenities and program elements include 71 classrooms, gymnasium, cafeteria, indoor turf field, weight room, locker rooms media center, as well as art and science classrooms.

The College Station project was delivered on time and on budget due to collaboration and teamwork by the architect, development team and contractor.

The additional three schools are planned for Bryan and Waco Texas.

LOCATION

College Station, TX

REFERENCE

Jay Lemery, Performance Charter School Development
281-581-0706

COST

\$15-20M

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architecture

DESIGN AND INSTALLATION OF DEDICATED OUTSIDE AIR SYSTEM FOR ILTEXAS SAGINAW K-8 AND ILTEXAS EAST FORT WORTH K-8



DESCRIPTION

Pivot North provided facility assessment, programming, and basic architectural services for the renovation of the former Fort Boise school. This facility was originally constructed in the mid-nineteen hundreds and had several modifications. The Boise School District intends to use this facility as a temporary elementary school when the District constructs new replacement elementary schools throughout the valley.

The programming effort included interviewing elementary school administrators and other District representatives to establish a long-term plan that would be successful for multiple elementary schools, their staff, and students. The project will finish in the spring of 2019, and will be used by Highlands Elementary during the 2019/2020 school year.

LOCATION

Boise, ID

REFERENCE

Tom Willis, Facilities Administrator
Boise School District
208.854.4000
tom.willis@boiseschools.org

COST

\$1M

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DESIGN AND INSTALLATION OF DEDICATED OUTSIDE AIR SYSTEM FOR ILTEXAS SAGINAW K-8 AND ILTEXAS EAST FORT WORTH K-8



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RELATIONSHIP WITH ILTEXAS

ILTEXAS PROJECT LIST



SOUTH DALLAS COUNTY, PHASE I & PHASE II

The proposed charter school campus to include Kindergarten through 12th grade (approx. 2500 students). The total project is expected to be 120,000 to 150,000 gross SF, including one or more, 1-2 story buildings, at a yet to be determined location in southern Dallas County (approx. 25 acres). The resulting project will be used as a new prototype for ILTexas.



KELLER / SAGINAW EXPANSION ARLINGTON / GRAND PRAIRIE EXPANSION

The second two projects are expansions. Each approximately 8 million dollars. These are 30,000 SF expansions to existing campuses. Each one involves 24 classrooms and then additional ROTC gathering rooms and other student spaces.



KELLER / SAGINAW PLAY FIELDS

The next project is a large field expansion to the Keller Saginaw campus. It is a full soccer field and baseball field addition in some existing land they have to the West of the school proper.

HOUSTON - KATY WESTPARK HIGH SCHOOL

This project is an approximately 30,000 SF addition on an existing campus. Additional classrooms, gathering spaces, and other student spaces will be added on.

HOUSTON - WINDMILL LAKES HS

This project is a 3.6 million dollar remodel of an existing church/school campus for expansion of the ILT campus across the street.



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REQUIRED CERTIFICATION FORMS

Representations and Certifications

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Company Name J.S. Waltz Construction, LLC

Address 222 West Los Colinas Boulevard, Suite 749E Irving, TX 75039


By execution and submission of this Proposal, the Offeror hereby represents and warrants to Owner as follows:

- a) The Offeror has prior experience on projects of the same or similar scope, nature and class as the Work described.
- b) The Offeror has read and understands the Proposal Documents, and this Proposal is made in accordance with the Proposal Documents.
- c) The Offeror has carefully inspected the Project site, and that from the Offeror's own investigation, the Offeror has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offeror's site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.
- d) To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, and their respective officers, shareholders, directors, trustees, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of the Contract.
- e) The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code and Section 2269 of the Texas Government Code.
- f) Represents that to the best of its knowledge it is not indebted to ILTexas. Indebtedness to ILTexas shall be basis for non-award and/or cancellation of any award.
- g) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.
- h) Section 44.034, of the Texas Education Code requires a person or business entity that enters into a contract with a school district or charter school must give advance notice to the district or school if the person and/or Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b), which also applies to charter schools, states "a school district may terminate a contract with a person or business entity if the district determines that the person

or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: J.S. Waltz Construction, LLC

- 1. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- 2. My firm is not owned nor operated by anyone who has been convicted of a felony. 
- 3. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.


Name of Felon(s): _____

Felon(s): _____

Details of Conviction(s):

“Non-Collusion Statement”: “The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this proposal in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school employee, and that the contents of this proposal as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this proposal for the intent or purpose of collusion.”

Name Matthew J. Waltz Title President

Signature  Date 1/8/2020

Request for Taxpayer Identification and Certification

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) J.S. Waltz Construction, LLC	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other ▶ <u>LLC</u>	
	<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 449 S. 48th Street, Suite 105		Requester's name and address (optional)
City, state, and ZIP code Tempe, AZ 85281		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
7 5 3 1 9 6 9 0 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ 1/8/2020
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

Form is N/A for J.S. Waltz Construction, LLC

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Certification of Criminal History Review of Employees of Public Works Contractors and Subcontractors

I, the undersigned agent for J.S. Waltz Construction, LLC (“Contractor”), certify that Contractor has received all criminal history record information relating to any person to whom Section 22.08341(b) of the Texas Education Code applies, and that each of Contractor’s subcontractors on the Project has complied with Section 22.08341(e), as it relates to such subcontractor’s employees.

I further certify that Contractor, and each of its subcontractors, does not and will not employ any person on the Project to whom Section 22.08341(b) applies that has, during the preceding 30 years, been convicted of any of the following offenses, where the victim was under 18 years of age or was enrolled in a public school:

- A felony offense under Title 5, Penal Code;
- An offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or
- An offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

I further certify that Contractor, and each of its subcontractors, shall comply with Section 22.08341 of the Texas Education Code in all other respects for the duration of the Project, and that:


Upon receipt of information that any employee of Contractor, or any of its subcontractors, on the Project has a reported criminal history including any of the above offenses, such employee shall be immediately removed from the Project and notice provided to the School in writing within three business days.

Upon request, Contractor will provide the School with the name and any other requested information regarding any employee of Contractor, or any of its subcontractors, so that the School may obtain criminal history record information on such person.

If the School objects to the presence of any employee of Contractor, or any of its subcontractors, on the basis of the employee’s criminal history record information, Contractor agrees to immediately remove that employee from the Project, or to discontinue using that subcontractor on the Project until such employee to provide services to the School.

I further certify that Contractor has obtained written certifications and assurances from each of its subcontractors on the Project in the same manner and form as provided herein, and that the form of each subcontractor’s certification shall be provided to the School.

I understand that non-compliance with this certification by Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.







Signature of Contractor Official

1/8/2020

Date

Child Support Certification

	<p style="margin: 0;">State of Texas Health & Human Services Commission</p> <p style="margin: 10px 0 0 0;">Child Support Certification</p>										
I.											
<p>Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to</p> <ul style="list-style-type: none"> • a person who is more than 30 days delinquent in the payment of child support, and • a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%. <p>Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until</p> <ul style="list-style-type: none"> • all arrearages have been paid, or • the person is in compliance with a written repayment agreement or court order as to any existing delinquency. <p>Section 231.006 further requires each bid, or application for a contract, grant, or loan to include</p> <ul style="list-style-type: none"> • the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and • the statement in Part III below. <p>Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.</p>											
II.											
<p>In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center; border-bottom: 1px solid black;">Name</th> <th style="width: 50%; text-align: center; border-bottom: 1px solid black;">Social Security #</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black; padding: 5px;">N/A</td> <td style="border-bottom: 1px solid black; padding: 5px;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 5px;"></td> <td style="border-bottom: 1px solid black; padding: 5px;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 5px;"></td> <td style="border-bottom: 1px solid black; padding: 5px;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 5px;"></td> <td style="border-bottom: 1px solid black; padding: 5px;"></td> </tr> </tbody> </table>		Name	Social Security #	N/A							
Name	Social Security #										
N/A											
III.											
<p>As required by Section 231.006, the undersigned certifies the following:</p> <p style="margin: 10px 0 0 20px;"><i>"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <p style="margin: 0;"> _____ Signature</p> <p style="margin: 5px 0 0 0;">Matthew J. Waltz Printed Name</p> </td> <td style="width: 50%; padding: 5px;"> <p style="margin: 0;">President _____ Title</p> <p style="margin: 5px 0 0 0;">1/8/2020 Date</p> </td> </tr> </table>		<p style="margin: 0;"> _____ Signature</p> <p style="margin: 5px 0 0 0;">Matthew J. Waltz Printed Name</p>	<p style="margin: 0;">President _____ Title</p> <p style="margin: 5px 0 0 0;">1/8/2020 Date</p>								
<p style="margin: 0;"> _____ Signature</p> <p style="margin: 5px 0 0 0;">Matthew J. Waltz Printed Name</p>	<p style="margin: 0;">President _____ Title</p> <p style="margin: 5px 0 0 0;">1/8/2020 Date</p>										

February 10, 2020

Memo To: Josh Hill
Waltz Construction

Project: ILTX Saginaw K-8
DOAS unit selections (DOAS-1 thru 4 and DOAS-5 & 6)

ESA Project #: 192056

Josh,

As you know, you sent me some preliminary submittal data on Aeon DOAS units for a quick check to see if they would meet the requirements for this project. Rather than a simple answer, I want to give you a bit more detail regarding what I see here; noting that this is not a full submittal and also that I am not privy to the design intent of the author of the submittal data. I can tell you that the scheme shown on the submittal sheets does not match what I had in mind when I wrote the performance criteria.

Please note that there are two submittals for 6 DOAS units as there are only two models being specified. In other words, one model is replicated 4 times and one is replicated 2 times.

The DOAS units are intended to mitigate several existing and on-going issues at the project. These issues include, but are not necessarily limited to:

- Pre-treat and dehumidify the code required ventilation air for the occupants
- Provide make-up air for the various exhaust fans throughout the project
- Maintain a suitable and stable relative humidity within the building at all times
- Dry out the building and its contents
- Positively pressurize the building and offset losses through air barrier breeches in the envelope (these breeches are scheduled for repair but construction sequence and/or repair effectiveness is not known at this time)

I also want to point out that there are a few, what appear to be, clerical errors in the submittal. Thus, my comments are based upon what I can determine and may not be spot on target. Specifically, the airflow diagram (on both submittals) indicates no cooling or dehumidification as the airstream moves through the evaporator section, while the tabular data (on both units) clearly shows that cooling and dehumidification is intended to happen at that point. I have based my analysis on the tabular data but I do not know any

design engineers (myself included) who would consider approving any units where the data is not all consistent within the submittal.

The Aaon units go about the dehumidification process entirely differently than the desiccant style units I had intended to be used. It appears to me that the Aaon representative (or whoever put this submittal together) attempted to meet the desiccant dehumidification note by inserting an energy recovery wheel that is desiccant impregnated into the air stream. This wheel essentially has the incoming outside air pass through about $\frac{1}{2}$ the wheel and (in this case) an equal amount of building air pass through the other $\frac{1}{2}$ the wheel; energy is transferred from the incoming outside air into the outgoing building air (which is then exhausted to the outdoors). This concept reduced the necessary capacity of compression refrigeration and the energy used by the unit. My issue with these energy recovery units is that they transfer no energy at all when the outside air is at the same conditions as the indoor air; in other words the energy recovery degrades pretty quickly as the outdoor air temperature approaches the indoor air temperature. It has been my experience that when these devices are looked at across an operating year, they are not very cost effective. However, in this case they may be, I have not done the analysis and cannot say for sure; that would be the job of your design engineer of record.

I am concerned though about the concept and performance of the energy recovery wheels in question. My greatest concern is two-fold: First, the wheels require an amount of building air to be wasted through them that is equal to the amount of outside air (OSA) being brought in through the unit; Second, the entering air conditions for the wheels are not as required.

If all of the air put into the building is then required by the unit to pre-cool the incoming air through the wheel, then there is no air to offset or make up for building exhaust, to pressurize the building or to offset any remaining air barrier leaks. Conceivably, a contractor (you) could gather up all of the various exhausts from the building and duct it to these units, but even that could not be equal to all of the air being processed by the DOAS. In order for this scheme to work, the DOAS units would have to process more air or the performance of the energy recovery wheels would have to be degraded and the cooling capacity of the compressors upgraded.

The energy recovery wheels have been selected at the Dallas dry bulb design conditions (you can think of this as the hottest likely conditions in Dallas). These are the conditions at which the wheels can do the most work. However, the DOAS units (and thus the wheels) need to be selected at the Dallas dehumidification design conditions; while the dehumidification conditions are somewhat cooler than the dry bulb cooling conditions, the incoming OSA contains substantially more heat at the dehumidification conditions. Thus, the units will have to do more work than these submittals have allowed for.

These units are indicated to have air conditions leaving the units at 50.89 dry bulb and 49.89 wet bulb; at these conditions, the leaving dew point temperature is just over 49 degrees whereas I had asked for a leaving dew point of 46 degrees.

So, these units do not meet the requirements of the project. They would need substantially more capacity and someone would need to re-figure the building air balance with the wheel recharge air exhaust figured in.

Feel free to call me if you have further questions.

Edgar A. Stacy III, P.E.

A handwritten signature in blue ink, reading "Edgar A. Stacy III". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Edgar Stacy & Associates

phone: 214.957.4245 | email: estacy@stacyengineers.com

cc: Project File
Ken Reed

kreed@stacyengineers.com