

BOARD OF TRUSTEES AGENDA

<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Regular	<input type="checkbox"/>	Special
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): **ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS AND FINANCE
ROLANDO SALINAS, DEPUTY SUPERINTENDENT FOR DISTRICT OPERATIONS
LUIS VELEZ, PURCHASING DIRECTOR**

Briefly describe the action required.

CONSIDERATION AND APPROVAL OF THE PURCHASE OF SPORTS LIGHTING FROM HELLAS CONSTRUCTION, INC. PURSUANT TO 1GPA CONTRACT ITB 23-01 DP FOR EPHS PRACTICE FIELD LIGHTING AND THE BOARD DELEGATES THE SUPERINTENDENT OR DESIGNEE THE AUTHORITY TO MAKE RELATED BUDGET PURCHASES OF GOODS OR SERVICES AS PER BOARD POLICY AND TO AMEND THE BUDGET ACCORDINGLY TO INCLUDE MATTERS RELATED TO THIS PROJECT AND TO MAKE THE FINAL PAYMENT FOR SERVICES.

- (C) Funding source: Identify the source of funds if any are required.

BUDGETED FUNDS

- (D) Clarification: Explain any question or issues that might be raised regarding this item.

SEE ATTACHED MEMORANDUM



EAGLE PASS INDEPENDENT SCHOOL DISTRICT

MEMORANDUM

To: Mr. Ismael Mijares, Deputy Superintendent for Business and Finance

From: Mr. Luis A. Vélez, Purchasing Director

Date: Monday, June 1, 2026

Subject: **EPHS Practice Field Lighting**

Attached for your review is the proposal submitted by Hellas Construction, Inc. for the EPHS Practice field lighting project through the 1GPA contract. The district's legal counsel has reviewed this item and has approved the district to move forward with this project through this method.

If you have any questions or need more information regarding this matter, please contact me at the Purchasing Department.



SPORTS LIGHTING PROPOSAL

Eagle Pass ISD

Practice Field Lighting

1GPA - ITB 23-01DP

Hellas Sports Lighting, (herein called Hellas), will provide all materials, labor and equipment as described below.

Proposal for the Lighting Package Includes:

- 64 Fixtures for Field Lighting – CLIR2-SV.
- 4 – 80' Concrete Encased Direct Embedded Steel Sports Light Pole.
- Pre-wired plug and play cross arms down to remote distribution panel.
- Remote distribution panel inclusive of individual fixture breakers, additional 75kA surge protection and disconnect per pole.
- 10 Year Manufacturers' Warranty.
- Controls – onsite with 10 years of Cloud service for offsite capability.
- Freight to job site.

Sports Lighting Installation Includes:

- Offloading of sports lighting system.
- Assembly of sports lighting system.
- Foundations for sports lighting poles.
- Erection of sports lighting poles.
- Individual laser aiming of all sports lighting.
- Installation of a dedicated sports lighting circuit to each pole location. This includes circuit breakers.
- Installation of a 480V 3 phase 200A panel with up to 100' of service feeders.
- Installation of a 30KVA transformer.
- Installation of a 120/208V 3 phase 60A panel.

	Bonds	\$2,528
	Shipping	\$7,173
	LED SPORT LIGHTING SYSTEM	\$355,627
Total Cost		\$363,800

QUALIFICATIONS:

1. Pricing is based on installation of sports lighting, poles, crossarms and related materials.
2. Pole and fixture installation will require full access to the field without the need for turf protection.
3. Drilling and trenching are based on normal soil conditions without consideration of rock/water removal. Engineer Stamped foundation design to be provided upon award of project based on typical soils unless geotechnical report is provided by owner. No geotechnical engineering or survey is included with this project. Pricing is subject to adjustment if geotechnical reports are provided by the owner and soil conditions require additional installation considerations.

EXCLUSIONS:

1. Any item of work not specifically listed above.
2. Any electrical work outside of what is included in narrative above.
3. Removal, replacement or repair of existing trees or other vegetation.
4. Prevailing wages.
5. Taxes – Purchaser must provide Hellas with a valid tax exemption and agree to reimbursement of taxed if exemption provided is deemed invalid.
6. Geotechnical Investigation.
7. Engineering.
8. Construction materials inspection and testing.
9. Supply or installation of perimeter safety or construction fencing.
10. Site Security.
11. Any allowances or contingencies.
12. Labor for warranty replacements/repairs.
13. Any permits or fees, including but not limited to, utility impact fees generated.
14. The owner shall provide ingress/egress for ALL personnel, equipment and materials, and typical construction traffic can be expected for the duration of this project. Hellas is not responsible for damage due to typical construction ingress/egress to the construction site.
15. General Contractor to supply secure laydown area for Hellas materials, if applicable.
16. FAA light for the top of each pole.
17. Lightning protection for sports poles.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance, Payment, or Maintenance bonds or the obligations of the Surety be liable for any warranty obligations exceeding 1 year from the substantial completion date as defined in the Contract documents.

Hellas looks forward to the award of this project and is eager to work with you.



Sincerely,

Don Massey, Lighting Sales Manager
d.massey@hellas.com

Proposal Tendered: May 29, 2026 Proposal Expires: June 29, 2026



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ORIGINAL

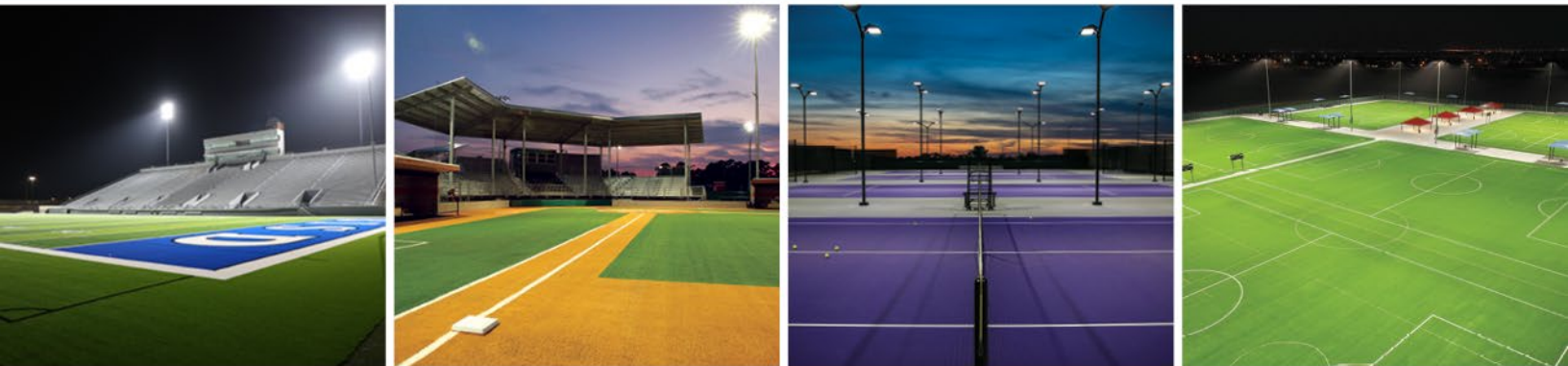
ON TIME | ON BUDGET | ON TARGET | EVERY TIME

EAGLE PASS ISD LIGHTING PROPOSAL



SUBMITTAL DATE

MAY 8, 2026



12000 West Parmer Lane, Cedar Park, TX 78613 | office (512) 250-2910 | fax (512) 250-1960

hellas.com

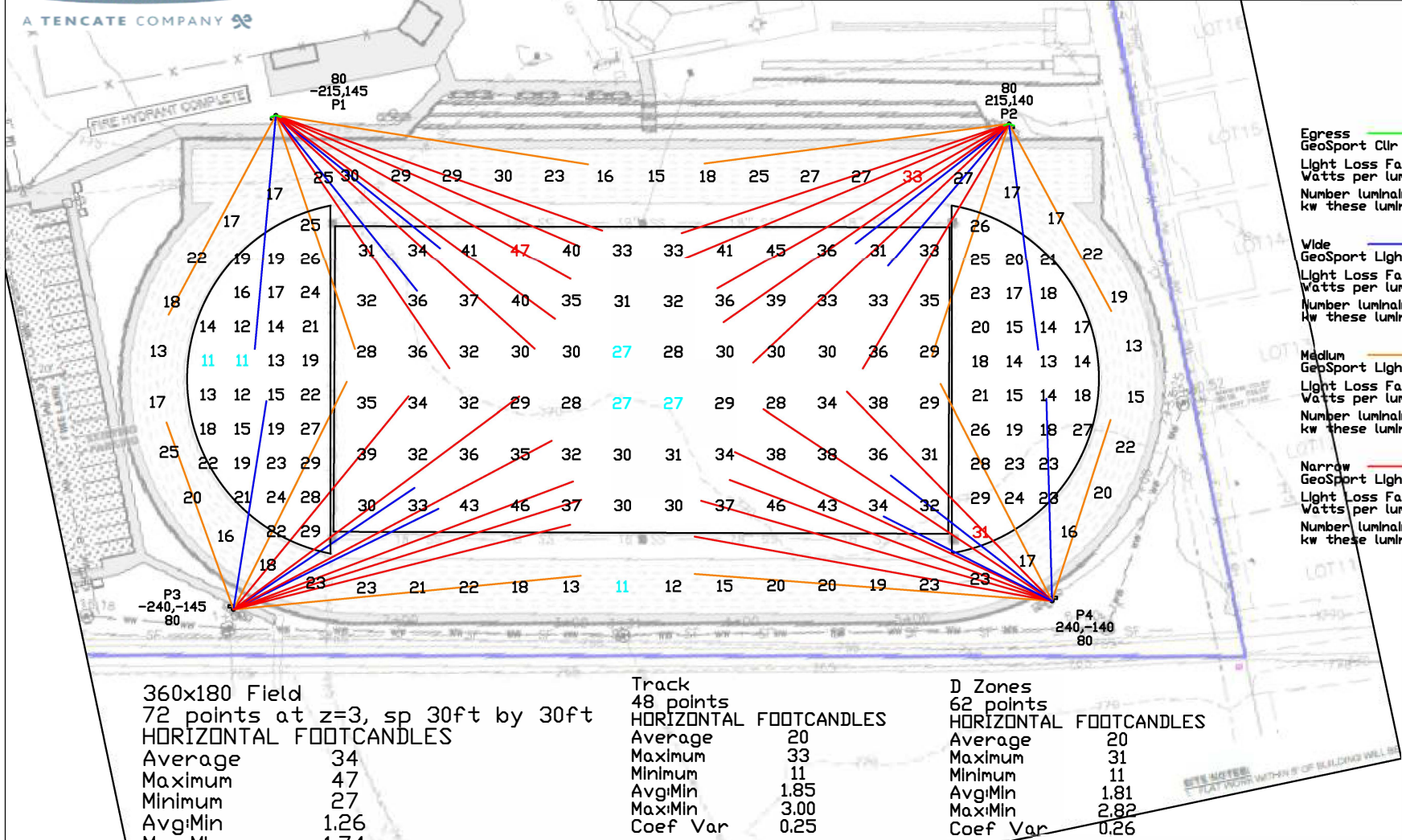
ALL NEW POLES

P1 AND P2 EACH HAVE 2 EGRESS FIXTURES AT 50'



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Pole	x-loc	y-loc	height	Narrow	Medium	Wide	Egress	Total	kw
P1	-215	145	80ft	6	3	3		12	9.4
P2	215	140	80ft	6	3	3		12	9.4
P3	-240	-145	80ft	6	3	3		12	9.4
P4	240	-140	80ft	6	3	3		12	9.4
other							4	4	2.5
Total				24	12	12	4	52	40.3



Egress
 GeoSport CLR TSLEV 650W
 Light Loss Factor = 0.950
 Watts per luminaire = 636
 Number luminaires used = 4
 kw these luminaires = 2.5

Wide
 GeoSport Lighting CLIR2EV 800W
 Light Loss Factor = 0.950
 Watts per luminaire = 790
 Number luminaires used = 12
 kw these luminaires = 9.5

Medium
 GeoSport Lighting CLIR2EV 800W
 Light Loss Factor = 0.950
 Watts per luminaire = 793
 Number luminaires used = 12
 kw these luminaires = 9.5

Narrow
 GeoSport Lighting CLIR2EV 800W
 Light Loss Factor = 0.950
 Watts per luminaire = 781
 Number luminaires used = 24
 kw these luminaires = 18.7

360x180 Field
 72 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
 Average 34
 Maximum 47
 Minimum 27
 Avg:Min 1.26
 Max:Min 1.74
 Coef Var 0.14
 UnifGrad 1.36

Track
 48 points
HORIZONTAL FOOTCANDLES
 Average 20
 Maximum 33
 Minimum 11
 Avg:Min 1.85
 Max:Min 3.00
 Coef Var 0.25

D Zones
 62 points
HORIZONTAL FOOTCANDLES
 Average 20
 Maximum 31
 Minimum 11
 Avg:Min 1.81
 Max:Min 2.82
 Coef Var 0.26



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EAGLE PASS ISD TRACK AND FIELD EAGLE PASS, TX



10 YEAR PRODUCT WARRANTY TERMS AND CONDITIONS

Service under this Contract is provided by Hellas Construction, Inc. (Hellas). Services completed under this Contract shall consist of furnishing product and parts necessary to restore the operation of the Warranted Product(s) to original design conditions provided such service is necessitated by failure of the Warranted Product(s) during normal usage. This Contract covers Product(s) consisting of GeoSport™ Lighting LED System.

“We”, “us” and “our” mean Hellas. “You” and “your” mean the Purchaser of the Warranted Product(s). No one has the authority to change this Contract without the prior written approval of Hellas. Hellas shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

1. **Special Warranty:** Manufacturer’s standard form in which manufacturer agrees to repair or replace components of luminaires, lamps, and luminaire alignment products. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, and unauthorized repairs and alterations from special warranty coverage.

2. **Warranty Period:** **Ten (10)** years from date of Substantial Completion. Includes guaranteed light levels for warranty period on parts only.

3. **Hours of Usage:** Designs shall be based on the following hours of usage: Dusk through Midnight

4. **Service Availability:** Maintenance service specialists shall be available 8:00am to 5:00pm Central Standard Time, and services shall be performed during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice. Hellas will exercise all reasonable efforts to perform service under this Contract but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

5. **Repair Determination:** Hellas, in its sole discretion, will determine when a repair and/or replacement of Warranted Product(s) is required by determining, in its sole discretion, whether such product or part is materially or substantially impacted. Materially or substantially impaired is defined as the loss of functionality of twenty (20%) percent or greater of the lighting system.

Client Cooperation: In order to receive warranty under this Agreement, **Client Name** agrees to fully cooperate with Hellas technicians and authorized servicers during diagnosis and repair of the Warranted Product(s); provide reasonable accessibility of the Warranted Product(s); and provide a safe environment for service to be performed. Lewisville ISD agrees to check and replace fuses as needed prior to dispatch of Hellas technicians or authorized servicers. You agree to keep your control system online.

6. **Service Limitations Not Covered by this Contract:** Maintenance (including replacement of fuses and/or reset of applicable breakers), repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Warranted Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Hellas equipment, or acts of nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).



10 YEAR PRODUCT WARRANTY TERMS AND CONDITIONS

7. Contract Limitations:

a. Exclusions from coverage: in no event will Hellas be liable for any special, indirect, incidental or resulting damages which include, but are not limited to, any delay in rendering service or loss of use during the repair period of the Warranted Product(s) or while otherwise awaiting parts.

b. Limitation of liability: to the extent permitted by applicable law, the liability of Hellas, if any, for any allegedly defective Warranted Product(s) or components shall be limited to repair or replacement of the Warranted Product(s) or components at Hellas's option. This Agreement is the sole express warranty with respect to the Warranted Product(s) provided by Hellas. All implied warranties with respect to the Warranted Product(s) including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, are hereby expressly excluded.

c. By accepting this Agreement, **Client Name** acknowledges and agrees that if a surety bond is provided, the warranty and/or maintenance guarantee provided for in this Agreement and any corresponding liability on behalf of the issuing surety under the bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of the initial 12-month period does not fall within the scope of the bond and shall be the sole responsibility of Hellas.

d. Hellas requires reasonable access for a crane or man lift equipment in the event Hellas is to service the lighting system. Hellas will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the proper manner over the designated access route that has been agreed upon by **Client Name**.

e. Obsolescence or Environmental Restrictions: If during any maintenance or other work performed under this Warranty, any of the parts of the Warranted Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Hellas shall replace said parts with comparable parts and materials with equal operating characteristics solely at Hellas discretion. The cost of replacement of any obsolete cellular related technology shall be borne by **client name**. Prior to completing any such work, Hellas shall notify **client name** of the cost (if any) that will be invoiced in replacement of any other unavailable parts under this Section.

8. Assignment: Except to owners, **client name** shall not have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of Hellas; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of **client name** entire business shall acquire all interest under this Agreement.

9. Governing Law: This Agreement shall be governed and construed under the laws of the State of Texas, without regard to conflict of laws provisions.

Subrogation: In the event Hellas repairs or replaces any Warranted Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, (client name) agrees to assign its rights of recovery to Hellas. **client name** will be reimbursed for any reasonable costs and expenses that may be incurred in connection with the assignment of said rights.

Brad Hensley

Hellas Construction, Inc.
Company Rep Signature

5/11/2026

Date



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MANUFACTURING



DESIGN / BUILD



CONSTRUCTION



TURF



TRACK



COURT SURFACES



SPORT LIGHTING



SERVICE & MAINTENANCE

Dirksen Engineering

441 Fort Clark Road

Uvalde, TX 78801

TBPE FIRM #F-8848

TBPLS FIRM #10193741

Phone: 830-278-2100

Fax: 830-278-2102

Cell: (830) 279-9447

kendirksen@sbcglobal.net

May 8, 2026

Rolando Salinas
Deputy Superintendent for District Operations
1654 S Veterans Blvd
Eagle Pass, Tx 78852

Re: Construction Observation – Lighting for Eagle Pass High School Track

Dear Mr. Salinas,

This letter is written to propose engineering services for construction observation of the Lighting for Eagle Pass High School practice field. The lighting is designed and constructed by Hellas Construction. Construction observation in involve

- weekly site visits
- review of construction with contractor
- reporting of construction progress and potential problems to EPISD by report bi-weekly
- review of construction estimates and recommendations for payment

The construction observation is expected to require 4 site visits over three months. Site visits will be billed at \$500 per visit for an estimated total cost of \$2000.

We appreciate the opportunity to provide this proposal. Please call me on my cell phone at 830-279-9447 when you get an opportunity to discuss this proposal.

Sincerely,



Kenneth R. Dirksen, P. E.

Attach Standard Terms and Conditions

Authorized by: _____ Signature: _____

Date: _____

STANDARD TERMS AND CONDITIONS AGREEMENT

1. **ADDITIONAL SERVICES:** Additional services shall include any additional office or field services caused by any changes in the project and/or scope. Any such changes will be billed at the hourly rates stated herein or, if no such rates are stated at Dirksen Engineering's (further described as DE) customary hourly billing rates. Without otherwise limiting the scope of this paragraph, it is specifically agreed that any such additional services caused by policy or procedural changes, governmental agencies, client's legal disputes, including litigation or arbitration, or any services associated therewith preparation for depositions, etc., will be regarded as additional services.
2. **OWNERSHIP OF DOCUMENTS:** All tracings, specifications, computations, survey notes and other original documents, considered as instruments of service, are and shall remain the property of DE unless otherwise provided by law. Client shall not use such items on other projects without DE's prior written consent. DE is under no obligation to retain said documents beyond the completion of the project and may discard them at DE's sole discretion.
3. **LIMITATIONS ON COST ESTIMATES:** Because DE has no control over the cost of labor, materials, equipment, or services furnished by others, or over any methods used by the Construction Contractor (s) to determine prices, or over competitive bidding or market conditions, DE's opinions of probable project costs and construction costs provided for herein will be made on the basis of DE's experience and qualifications and represent DE's best judgment as an experienced and qualified professional firm, familiar with the construction industry. However, DE cannot and does not guarantee that proposals, bids, or actual project cost or construction costs will not vary from opinions of probable cost prepared by DE.
4. **APPROVAL OF SERVICES:** The services performed by DE shall be deemed approved and accepted by Client as and when invoiced unless Client objects within 30 days of the invoice date by written notice specifically stating the details by which Client believe such services are unacceptable.
5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of DE under this Agreement caused directly or indirectly by strikes; accidents; acts of God; shortages or unavailability of labor, materials, power, or transportation through normal commercial channels; failure of Client or Client's agent (s) to furnish information or to approve or disapprove DE's services promptly; late, slow, or faulty performances by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of DE's work; or any other acts of the Client of any is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
6. **TERMINATION:** In the event Client fails to pay DE within 60 days after invoices are rendered, or in the event of any other material breach by the Client, DE, in addition to any other remedies available by law or in equity, shall have the right, at its election, to either terminate this agreement or suspend the services until the default is cured.
7. **INDEMNIFICATION:** Client shall indemnify and hold DE harmless from all loss, expense, claim, damage or liability of any nature, including attorney's fees, arising out of Client's failure to pay DE, or otherwise perform in accordance with the terms of this Agreement.
8. **REPLACEMENT OF SURVEY STAKES:** DE, if specified in the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the Client or others results in the need for restaking, the cost of such restaking will be billed as an extra to the Client on a time and materials basis.
9. **OBSERVATION AND TESTING FOR CONSTRUCTION SAFETY:** The observation and testing for construction safety is not included herein.
10. **RESTRICTIONS ON USE OF DOCUMENTS:** It should be understood that any documents rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project and are prepared for the exclusive use of the Client. Use of the reports and data contained therein for other purposes is at the Client's sole risk and responsibility. The formal results of DE's services will be in hard copy form only (reports, drawings, specifications, etc.). DE assumes no responsibility to its Client for data, drawings, or text provided on computer disks or tapes.
11. **SHOP DRAWINGS/SAMPLES:** If included in the scope in Exhibit A, DE's review and approval will be only for conformance with design concept of the Project for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures or construction. Approval of a separate item as such will not indicate approval of the assembly in which the item functions.
12. **STANDARD OF CARE:** DE's services will be performed solely for the exclusive use of the Client and right or obligation will extend to any third party. DE's services are rendered without any expressed or implied warranty but will be in full compliance with the general standards exercised by like professionals in the same locale.
13. **INSURANCE:** DE maintains general liability and property damage insurance policies. Certificates of insurance evidencing such coverage will be provided to the Client upon written request. Client acknowledges that DE will not be liable to Client for any loss, damage, cost, or expense which, in the aggregate, would be greater than the amounts of DE's insurance coverage limits, exclusions and conditions as set forth in such policies.
14. **LIMITATION OF LIABILITY:** Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, or damages of any nature whatsoever so that the total aggregate limit of liability of the (Design Professional) shall not exceed the amount of the contract. The liability of the Design Professional to the Owner, for any actions, damages, claims, demands, judgments, losses, costs, and expenses arising out of or resulting from the Design Professional's or its consultants' negligent acts, errors, or omissions is limited to the amount of professional liability insurance maintained by the Design Professional and available at the time of determination of liability. Any project contract executed by the Client shall include the following clause:

Client agrees that DE's liability, if any, is limited to the policy amount applicable to any public liability or property damage claim and is otherwise limited to DE's total fee for services rendered on this contract. Client further agrees to include this clause in its entirety in any contractor or material contract for this project.

HAZARDOUS MATERIALS-ASBESTOS: If potentially hazardous materials or asbestos are encountered, DE shall have the right to suspend its services and the right, by written notice to the Client, to terminate the services described in Exhibit A. Client shall remain liable for and shall pay all fees and charges incurred under the provisions of this Agreement through termination. DE's expertise in the area of hazardous material does not include asbestos detection and evaluation. DE will not be liable to investigate for, or otherwise determine the presence of asbestos. Client hereby represents that it has no cause to suspect the presence of any potentially hazardous materials or asbestos. To the maximum extent permitted by law, the Client will indemnify and defend DE and its officers, employees, sub consultants, and agents from all claims, damages, losses and expenses including but not limited to direct, indirect or consequential damages and attorney's fees arising out of or relating to the presences of asbestos or other hazardous substances on or from the Project.