




# College Station Independent School District

*Success...each life...each day...each hour*

## MEMORANDUM

To: Amy Drozd, Chief Financial Officer

From: Jon Hall, Executive Director of Facilities 

Date: June 13, 2022

Subject: Consider approval of a contract to HTS Texas for the replacement of one air cooled chiller at CSMS in the amount \$185,245 utilizing 2021 bond funds.

## BACKGROUND

In November 2021, College Station ISD voters passed a bond issue for \$78.125 million for renovations to district facilities and other items. Deferred maintenance for HVAC equipment replacement is a significant piece of this bond package and this agenda item is specifically part of that.

The two old existing air-cooled chillers had been a serious maintenance problem for many years prior to us replacing the first one in 2020. This has helped the campus air conditioning system significantly, but we need to go back and replace the other one as well. This existing chiller unit is original to the building from 1989 and is far beyond its expected life cycle already.

The Facilities Department solicited proposals from purchasing cooperative members and we received two for this work. One proposal came in from HTS Texas for \$185,245 and one was received from Entech Sales and Service for \$212,535.47. After verifying full scopes from both bids, we are recommending to proceed with the one from HTS Texas.

CSISD has used HTS Texas in the past with very good results, and their other references checked out as well. Please see attached proposals for both vendors for reference.

A one year unit parts and labor warranty is included in this proposal.

## RECOMMENDATION

It is recommended that the College Station Independent School District Board of Trustees approve a contract to HTS Texas for the replacement of one air cooled chiller at CSMS in the amount \$185,245 utilizing 2021 bond funds.



HTS Texas

3350 Yale Street  
Houston Texas 77018  
T 832 328 1010  
F 832 328 1460

[texas-htseng.com](http://texas-htseng.com)

## Mechanical Bill of Material

(Last Addendum Reviewed: None)

**Job:** College Station Chiller Replacement

**Date:** June 8, 2022

**Designer:** HTS

**Job ID:**

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*HTS Texas is pleased to offer you the following equipment subject to our attached Terms and Conditions:*

### Co-op Buy Board #552-17

**SCOPE:** Contractor's pricing and proposal includes furnish material and labor necessary for the completion of the following HVAC systems per attached sketch.

**HVAC Scope** – Includes the Following:

- 30RBX19065-LK-3 Air Cooled Scroll Chiller
- 480v/3ph/60hz electrical
- E-Coated Micro-Channel Condenser Coil
- Freeze Protection
- Single Point Electrical
- Greenspeed - Variable Speed Condenser Fan
- Standard 1000-hr Salt Spray Rating
- Coil Trim Panels
- Factory Start-up
- 2" Phenolic Pipe Insulation with Aluminum Jacket
- Permits
- 1 year Unit Parts and Labor Warranty

- **Subtotal.....\$185,245**
- **ADDs for 2nd-5th Year Complete Unit Parts ONLY Warranty.....\$ 7,788**
- **ADDs for 2nd-5th Year Complete Units Parts and Labor Warranty.....\$ 14,101**

### Technical Clarifications:

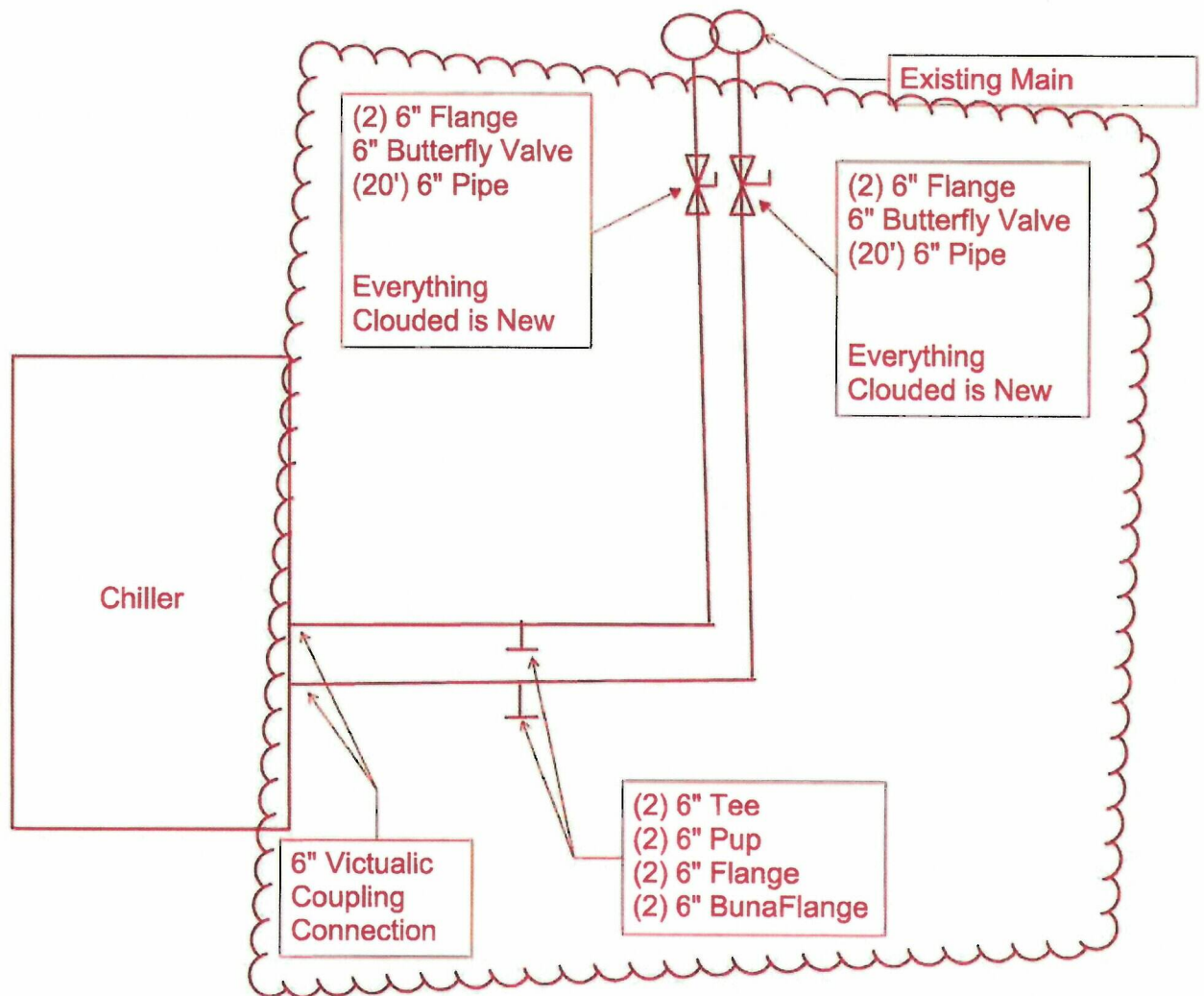
- CONTRACTOR's pricing and proposal excludes anything not specifically identified in the plans and specifications unless identified in the scope list above.
- It is assumed all work will be performed after hours

Further exclusions include the following:

- All Sales Taxes
- Heat Trace
- Vibration Isolation
- Pipe Painting and/or primer
- Controls wiring – by Owner
- Payment and performance bonds
- All Roofing or roof work of any kind, painting of any kind, and structural support of any kind excluded.
- Permitting costs

*In the event CONTRACTOR is issued written NTP without a subcontract, It is understood CONTRACTOR's bid will be deemed to have been accepted.*

*This proposal is subject to change and may be withdrawn if not accepted within 30 days of above date; it is subject to and includes all terms and conditions on the face and attached hereto and such other terms as may be mutually agreed upon.*



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## TERMS AND CONDITIONS OF SALE

**COMPANY:** The Company as used herein shall mean Heat Transfer Solutions Inc.

**PRICE POLICY:** Prices of the good may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost.

**TERMS OF PAYMENT:** Terms of payment are subject at all times to prior approval of the company's credit department. Terms of payment are net 30 days of date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by the Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at highest rate allowed by law.

**SHIPPING TERMS:** All shipments will be made F.O.B. factory with freight as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the goods in one or more lots.

**CLAIMS:** The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

**TAXES:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.

**CANCELLATIONS:** Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

**SHIPMENT DATES:** Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by two officers of the Company.

**PRODUCT CHANGES:** In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.

**RETURNED GOODS:** Goods may not be returned except by permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.

**LIMITED WARRANTY:** Free replacement parts will be provided by the manufacturer the Company represents in the event any product supplied by the Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever expires sooner. Goods sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser. The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods sold or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. The Company's warrant does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the Company will provide an extended warrant(ies) on certain goods or components thereof. To obtain assistance under this limited warranty please contact Heat Transfer Solutions 3350 Yale Street, Houston, TX 77018; (832) 328-1010. This warranty constitutes the purchaser's sole remedy. It is given in lieu of all other warranties; express or implied. There is no implied warranty of merchantability or fitness for a particular purpose. In no event and under no circumstances shall Heat Transfer Solutions Inc. be liable for incidental or consequential damages, whether the theory be breach of this or any other warranty, negligence, or strict tort. The company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up or start-up date and ship date will be deemed the same for warranty determination. No person has the authority to expand the Company's obligation beyond the terms of this express warranty.

**TERMS OF SALE:** Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing and signed by an officer of the Company. Specifically, the Company does not accept any holdbacks from its billings (see TERMS OF PAYMENT above). The Company is a supplier (not a contractor as defined in the Construction Lien Act) and is NOT subject to the holdback rules contained in the Construction Lien Act. No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Heat Transfer Solutions Inc. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.





## *Proposal*

<b>Company:</b>	College Station ISD	<b>Date:</b>	4/28/2022
<b>Address:</b>	2000 Welsh Ave., College Station, TX 77840		
<b>Contact:</b>	Rene E. Ramirez	<b>Job Name:</b>	CSMS_Chiller-2 Change Out
<b>Phone:</b>	979-694-5688		
<b>Email:</b>	rramirez@csisd.org		BUY BOARD CONTRACT VENDOR 63B-21

Entech sales and Service is pleased to present pricing for the following scope:

**Scope of work:**

### Chiller 2, Change Out

- Lock Out all energy sources on chiller and disconnect power, piping, and controls on Chiller #2.
  - Any and all controls work is BY OWNER.
  - Provide trucking and riggings to remove and dispose of existing chiller per EPA guidelines.
  - Furnish and install new chiller Carrier Air Cooled Scroll Chiller. **190-Nominal Tons, 460V/60/3Ph** with factory coated condenser coils. **Standard 28-week lead time. (Entech Providing Trucking for 5 day delivery.)**
  - Chiller to be installed atop neoprene isolation pads.
  - Reconnect power supply and control wiring.
  - Fill System and leak check all joints, gaskets, and welds.
  - Insulate piping on new and disturbed piping to match existing (paint not included).
  - Providing new chiller with a BACnet card for BAS integration.
  - First year factory compressor parts and labor warranty.
  - Factory Start-up of chillers, log, check operation, and clean up area.
  - Providing labor to remove and package salvageable parts, (fan motors & Compressors from existing Chiller #2 for future CSISD use).
- \*\* Equipment prices are good for 30 days and a Customer PO must be received by June 3, 2022 to guarantee price.**

**Breakout of Scope of Work:**

Item Number	Description	Lead Time on Equipment	Price Each	Quantity	Amount
1	Materials	28 Weeks, 5 Day Transit	\$188,459.61	1	\$188,459.61
2	Entech Labor		\$24,075.86	1	\$24,075.86
3					\$0.00
4					\$0.00
					\$0.00
Subtotal					\$212,535.47
Sales Tax Rate:		0.00%	Sales Tax		\$0.00
Quote Total					\$212,535.47

Houston Office • Entech Sales & Service, Inc. • 1930 Lauder Road • Houston, Tx 77039  
Phone • 281-506-9090 Fax • 281-227-8010  
[www.entsales.com](http://www.entsales.com)

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9202 512-463-8599 [www.license.state.tx.us](http://www.license.state.tx.us)



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# Proposal

## CLARIFICATIONS/EXCLUSIONS:

- Existing damaged items discovered during this scope
- Items not listed in scope above
- All work to be done during NORMAL SCHOOL HOURS
- All work to conform to applicable codes; Entech will not be responsible for existing code violations.
- No upgrades to existing services (Water, Controls, Electrical) are included in this scope of work, unless specifically described under "Scope of Work" sections of this proposal.
- Proposal is based on Entech recovery of all equipment and material removed from job site.
- Entech will not be responsible for any existing damage to concrete, asphalt, driveways, parking areas, grass, underground utilities or structures caused by normal operation of crane.
- Sales Tax Not Included.

Submitted by:

Riley Wathen

Entech Sales & Service, LLC.

[Riley.Wathen@entechsales.com](mailto:Riley.Wathen@entechsales.com)

O: 281-506-9090 | C: 713-969-8952

**This proposal may be withdrawn by us if not accepted within 30 days.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry Fire, Flood and other necessary insurance. Our workers are fully covered by Workers Compensation.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

PO#: \_\_\_\_\_

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment due upon receipt of invoice(s).

Houston Office • Entech Sales & Service, Inc. • 1930 Lander Road • Houston, Tx 77039

Phone • 281-506-9090 Fax • 281-227-8010

[www.entechsales.com](http://www.entechsales.com)

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