





College Station Independent School District

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

MEMORANDUM

To: Dr. Tim Harkrider, Superintendent 

From: Josh Symank, Assistant Superintendent of Operations 

Date: May 15, 2024

Subject: HVAC Replacement at Cypress Grove

Agenda Item: K - 2

BACKGROUND

In the fall of 2022, VLK Architects completed a long-range facility assessment for the district. Projects were identified as site, interior, exterior, mechanical, plumbing, electrical, technology, life safety and roofing. After identifying the needs for each facility, the projects were then triaged as a priority 1, 2, 3, or 4 items.

Cypress Grove Intermediate School has been identified as a campus with a significant need for mechanical equipment replacement with all their HVAC units being identified as priority 1 items. This includes a wide range of air conditioning related components with the campus, most of which are beyond their life cycle. Specifically, this work will include the installation of 58 roof-top-units, 6 dedicated outside air systems, and 32 exhaust and supply fans.

A proposal was solicited from PATH Company based on TIPS Work Order Contracting contract # 22010602 – Comprehensive HVAC (JOC). After evaluation of the scope and proposal, Mr. Paul Buckner, Executive Director of Facilities, recommends awarding the contract to PATH Company as the best value in the amount of \$1,621,030.

RECOMMENDATION

It is recommended that the College Station Independent School District Board of Trustees consider approval of a contract for PATH Company in the amount of \$1,621,030 to furnish and install 58 roof-top-units, 6 dedicated outside air systems, and 32 exhaust and supply fans utilizing the 2023 Bond funds.

Proposal for College Station ISD Cypress Grove Intermediate School HVAC Equipment Replacement

Valid for 30 days from Proposal date

Proposal Date: May 14, 2024

Proposal Number: RJP-1344-1

TIPS Work Order Contracting Contract Number: 22010602 - Comprehensive HVAC (JOC)

Scope of Work

The scope of work consists of a one-for-one replacement of existing HVAC equipment at Cypress Grove Intermediate School to include (58) roof-top-units, (6) dedicated outside air systems, and (32) exhaust & supply fans. Detailed scope of work for each category is provided below:

RTU Replacement (Owner Supplied Equipment)

- Remove & dispose of (6) existing roof-top units in accordance with local and federal requirements.
- Install (6) owner supplied roof-top units with curb adapters listed in the table below.
- Reconnect existing gas piping, electric connections, and condensate lines.
- Provide 3rd party test & balance of equipment listed in table below.
- Provide start-up and commissioning of equipment.
- First year parts and labor warranty.

Qty	Description	MFR	Model Number
4	4 Ton	Daikin	DFG0481DL
1	7.5 Ton	Daikin	DFG0901DL
1	15 Ton	Daikin	DFG1801DL

RTU Replacement (Contractor Provided Equipment)

- Remove & dispose of (52) existing roof-top units in accordance with local and federal requirements.
- Provide & install (52) roof-top units with curb adapters listed in the table below.
- Reconnect existing gas piping, electric connections, and condensate lines to installed roof top units.
- Provide 3rd party test & balance of equipment listed in table below.
- Provide start-up and commissioning of equipment.
- First year parts and labor warranty.

Roof Top Units			
Qty	Description	MFR	Model Number
29	3 Ton	Trane	GBC036A4ELB
21	4 Ton	Trane	GBC048A4ELB
1	20 Ton	Trane	GCC240A4ELA**07
1	7.5 Ton	Trane	GCC090A4ELA**07

Exhaust/Supply Fan Replacement (Contractor Provided Equipment)

- Remove & dispose of (30) exhaust and (2) supply fans.
- Provide & install (30) exhaust fans and (2) supply fans.
- Reconnect existing electric connections to installed fans.
- Provide 3rd party test & balance of equipment listed in table below.
- Provide start-up and commissioning of equipment.
- First year parts and labor warranty.

DOAS Replacement (Contractor Provided Equipment)

- Remove & dispose of (6) existing dedicated outside air systems (DOAS) in accordance with local and federal requirements.
- Provide & install (6) dedicated outside air systems with curb adapters listed in the table below.
- Reconnect existing gas piping, electric connections, and condensate lines to installed dedicated outside air systems.
- Provide 3rd party test & balance of equipment listed in table below.
- Provide start-up and commissioning of equipment.
- First year parts and labor warranty.

Qty	Description	MFR	Model Number
2	10 Ton	Valent	VX-112-10I-G-E1
1	15 Ton	Valent	VX-112-15I-J-E1
1	20 Ton	Valent	VX-212-20I-J-E1
1	25 Ton	Valent	VX-212-25I-N-E1
1	30 Ton	Valent	VX-212-30I-N-E1

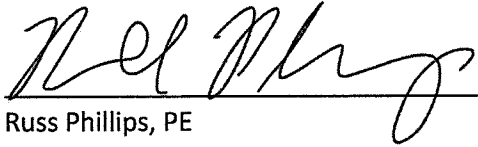
Project Clarification/Exclusions:

- 100% Payment and Performance Bond is included.
- Contractor provided equipment shall be a like-for-like replacement of existing equipment.
- All taxes excluded. Owner to provide tax exemption form for contractor provided equipment in proposal.
- Owner is responsible for all filter changes and regular maintenance after installation.
- Hazardous material handling, removal, or certified workers excluded.
- All materials testing is excluded.
- Temporary power & lighting excluded.
- Fire Alarm and Smoke Detectors will be reused. Any upgrades or reprogramming to the existing fire alarm system is excluded.
- Existing HVAC controls will be reused and reconnected. Any upgrades to the existing HVAC controls are excluded.

Pricing

The scope of work shall be completed for a lump sum amount of \$1,621,030 pursuant to the terms & conditions in this proposal.

Sincerely,



Russ Phillips, PE
Co-Founder & Principal
russ@pathcompany.com
(901) 896-5130

Customer Proposal Acceptance:

We the undersigned, as evidenced by the signatures below, covenant that we, as duly authorized representatives, hereby accept the terms set forth herein and agree to be subject to the attached Terms and Conditions.

Signature

By

Title

Date

Terms & Conditions of Sale

1. Acceptance. A proposal made upon these terms is subject to acceptance within thirty (30) days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by PATH Company ("Company"), 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, subject to credit approval. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's 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 Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's 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 Work rendered by Company to the date of cancellation.

2. Exclusions From Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

3. Construction Procedures. Company shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences, and procedures. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

4. Payment Terms. Customer shall pay Company's invoices within net thirty (30) days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any

retention be withheld for the equipment portion of the order. If payment is not received as required hereby, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

5. Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

6. Access. Company and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Company and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.

7. Permits And Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

8. Utilities During Construction. Company shall be provided without charge all water, heat, and utilities during performance of the Work.

9. Concealed Or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

10. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also 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.

11. Asbestos And Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, poly-chlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. 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, including 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 Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

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 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work 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; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour 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. Customer's 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 by delivery of written notice declaring termination, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

14. Indemnification. Company and Customer shall indemnify, defend and hold each other harmless 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 their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct 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. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

15. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL Company BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST

PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

16. 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 in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's law. 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 Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is 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 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, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's 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.