

Texas Woman's University

PURCHASE ORDER NO.: **69337**

INVOICE ADDRESS:

PO Box 425439
Denton, TX 762045439
United States
TWUPayables@twu.edu

DATE: 30-AUG-2021

REVISION: 0

SHIPPING ADDRESS:

Central Receiving
1200 Frame St
Denton, TX 76209
United States

HVAC RNTL LLC
Texas Air Systems
6029 Campus Circle Dr W Ste 100
Irving TX 75063-2768

Dawn-FMC

| Line | Description and Specifications | QTY. | Unit | Unit Price | Total |
|------|--|---------|---------|------------|------------|
| 1 | 100533: Provide labor and materials to install a humidification system for Old Main museum space, including bonding. | 351,450 | Dollars | 1.00 | 351,450.00 |
| 2 | 100533: 1 Year Maintenance Plan. MONTHLY check up and training service agreement[1 visit per month] 1 year | 17,500 | Dollars | 1.00 | 17,500.00 |
| 3 | 100533:Owner's Contingency --- ASC-2021-599 All terms & conditions will be governed by the contract signed 8/30/2021. --- TIPS 18010101 --- Email PO to tipspo@tips-usa.com cc: dbyrd1@twu.edu | 15,000 | Dollars | 1.00 | 15,000.00 |
| | | | | | 383,950.00 |

Affirmative-Action/Equal Opportunity University


Purchasing Authority

TEXAS WOMAN'S UNIVERSITY

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the current edition of the Uniform General Conditions for
State of Texas Building Construction Contracts.

AGREEMENT

Made as of the **20th** day of August in the year of **TWO THOUSAND TWENTY-ONE**.

BETWEEN the Owner: **Texas Woman's University
Denton, Texas**

and the Contractor: **Texas Air Systems / HVAC RNTL
2951 Northern Cross Blvd., Suite 201
Ft. Worth, TX 76137**

Federal ID No.: **26-1642107**

The Project: **Old Main Museum Humidification System
Project NO. TWU# 100533
1210 Old Main Cir
Denton, TX 76204**

The Consultant: **n/a**

The Owner and the Contractor agree as set forth below.

ARTICLE 1
CONTRACT DOCUMENTS

- 1.1** The **Construction Documents** consist of this Agreement, Conditions of the Contract (General, Supplementary, Special and other), a Scope of Work to be accomplished, Project Drawings, Specifications, all Addenda issued prior to and written modifications after execution of this Agreement, in addition to all other documents, requirements and/or specifications included in the "Project Manual". These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Paragraph 1.2.
- 1.2** The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, except for modifications issued after the execution of this Agreement, are enumerated as follows:

TIPS #18010101
Proposal from Texas Air Systems, August 18, Rev A, 3 pages

ARTICLE 2
THE WORK

- 2.1** The Contractor shall perform all the Work required by the Contract Documents for
- Old Main Museum Humidification System**
Project NO. TWU# 100533
Texas Woman's University
1210 Old Main Cir
Denton, TX 76204
- 2.2** The Work shall include Base Proposal and at the Owner's discretion additional work to be funded through the Owner's Contingency.
- 2.3** Weekend work is allowed.
- 2.4** Construction Activity can not begin until 7:00 a.m. each work day, unless agreed otherwise.

ARTICLE 3
PROJECT STAFF AND SUBCONTRACTORS

- 3.1** The Contractor's staff designated at the onset of the project shall maintain allocated responsibility through duration of Contractors activity on site from mobilization until Substantial Completion.
- 3.2** Staffing reallocation, role modification or responsibility changes shall be approved in writing by Owner prior to implementation by Contractor.
- 3.3** The Contractor shall not substitute staff listed in proposal without written authorization by Owner.
- 3.4** Contractor shall submit final subcontractor list to Owner. Attach a schedule of values for subcontractor's responsibility.
- 3.5** The Contractor shall not unilaterally remove a subcontractor or HUB subcontractor without the approval of the Owner's Contract Administrator and Contract Manager.

ARTICLE 4
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 4.1 The Work to be performed under this Contract shall commence within 10 business days after notice to proceed and, subject to authorized adjustments, Substantial Completion shall be achieved no later than February 28, 2022 after notice to proceed is issued.
- 4.2 Failure to Commence Work per Paragraph 4.1 constitutes Breach of Agreement.
- 4.3 The Owner will rely on the Contractor's Critical Path Method (CPM) Schedule of activity for planning and scheduling of work performed by the Owner's other contractors and vendors.
- 4.4 **LIQUIDATED DAMAGES:**
It is agreed that the Owner will suffer loss if the Work is not substantially completed on or before the date set forth in this Agreement. If the Contractor neglects, fails or refuses to complete the work within the time herein provided, or any proper extension thereof granted by the Owner, the Contractor shall pay to the Owner Liquidated Damages in the amount of \$ 300.00 for each and every calendar day during which the work remains incomplete, meaning that the work has not reached the point of substantial completion.

ARTICLE 5
CONTRACT SUM

- 5.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Contingency Reduction and/or Change Order as provided in the Contract Documents.
- 5.2 The Contract Sum is determined as follows:

| | |
|----------------------------|----------------------|
| Base Bid Item | \$ 368,950.00 |
| Owner's Contingency | \$ 15,000.00 |
| <hr/> | |
| TOTAL CONTRACT SUM | \$ 383,950.00 |

- 5.3 Owner's Contingency will be used at Discretion of Owner's Representative as described in the contract documents.
- 5.4 100% of the balance of funds remaining in the Owner's Contingency at Substantial Completion shall be returned to Owner in the form of a deductive Change Order resulting in a reduction in the contract amount.
- 5.5 The Owner gives confirmation that the Total Contract Sum has been set aside in the appropriate account to fund the project.

ARTICLE 6
PROGRESS PAYMENTS

- 6.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows: no later than forty-five (45) days following the end of the period covered by the Application for Payment ninety-five percent (95%) of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such

amounts as the Architect/Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

ARTICLE 7

FINAL PAYMENT

- 7.1** Final payment, constituting the entire unpaid balance of the Contract Sum subject to Article 6, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract terms fulfilled and certified by the Architect/Engineer.
- 7.2** The Contractor may submit an Application for Final Payment for the remaining five (5%) of the Contract Sum after receipt of Certificate of Substantial Completion.

ARTICLE 8

MISCELLANEOUS PROVISIONS

- 8.1** Terms used in this Agreement, which are defined in the Uniform General Conditions of the Contract, shall have the meanings designated in those Conditions.
- 8.2** The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1.

ARTICLE 9

PROJECT PROGRESS DOCUMENTATION

- 9.1** The contractor will submit weekly progress reports.
- 9.2** The Contractor will maintain and distribute a Contingency Reduction Log, RFI Log and Shop Drawing Submittal Log.
- 9.3** The Contractor shall provide weekly photographic documentation sufficient to track progress of work. The photographs shall be labeled and illustrate the before/ after as well as construction and finish progress and completion. At the conclusion of the project the contractor shall provide TWU a compact disk (CD) with the photographs indexed and labeled for each month.
- 9.4** The Contractor shall provide a contact sheet and CD of digital photographs of previous month's progress at one of the Progress Meetings.
- 9.5** TWU shall receive one copy of any professional or aerial photographs

ARTICLE 10

DISPUTE RESOLUTION

- 10.1** The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Texas Woman's University and the contractor to attempt to resolve any claim for breach of contract made by the contractor:
 - 10.1a** A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Contract Administrator. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas Woman's University and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

10.1b The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas Woman's University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

10.1c Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas Woman's University nor any other conduct of any representative of Texas Woman's University relating to the contract shall be considered a waiver of sovereign immunity to suit.

10.2 Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the contractor, in whole or in part.

ARTICLE 11 TERMINATION OF AGREEMENT

The provisions for termination of the Agreement are as follows:

11.1 The Owner reserves and has the right and privilege of canceling, suspending or abandoning execution of all or any work in connection with this Agreement at any time upon written notice to the Contractor. The Contractor may terminate this Agreement upon seven (7) days written notice to the Owner only if the Owner substantially fails to perform obligations under Article 6 of this Agreement, and after adequate written notice is delivered to Owner so the Owner can correct the problem.

11.1a. In the event of termination, the Owner shall pay to the Contractor as full payment for all services performed and all expenses incurred under this Agreement, the appropriate portion of sum due under Paragraph 5.2 as shall have become payable because of the progress in the Work as the services actually rendered hereunder by the Contractor bear to the total services necessary.

11.1b. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress.

11.1c For any said sum paid under this Article, and agreed to by the Owner and Contractor, the Contractor agrees to accept same in full settlement of all claims for services rendered under this Agreement.

ARTICLE 12
EXECUTION BY SIGNATURE
This agreement dated August 20, 2021

- 12.1** Issuance and written acknowledgement of receipt of a purchase order number shall constitute notice to proceed.
- 12.2** Contractor shall review and sign the original copy prior to signature of Texas Woman's University Vice President for Finance and Administration.
- 12.3** Signature below of Vice President for Finance and Administration shall execute contract.


This Agreement entered into as of the day and year first written above.

OWNER

Texas Woman's University

R. Jason Tomlinson

Printed Name



Signature

VP Finance & Admin and CFO

Title

8/30/21

Date

CONTRACTOR

Texas AirSystems LLC

Travis Martin

Printed Name

E-SIGNED by Travis Martin
on 2021-08-30 13:24:37 GMT

Signature

Vice President

Title

August 30, 2021

Date

QUOTATION



Date: August 18, 2021 Rev A
To: Ward Sheeder / Steve Adcock
Project: TWU – Old Main Humidification project

We are pleased to quote the following through **TIPS Comprehensive HVAC Solutions and Service** per contract #18010101. Effective March 26, 2021 – March 26, 2022.

PRICING SUMMARY – TWU Old Main

| DESCRIPTION | QTY | TAGGING | TOTAL NET PRICE |
|--|-----|---------|------------------|
| Base Scope Condair High Pressure Humidification | 1 | LOT | \$345,250 |
| Payment & Performance Bond | 1 | LOT | \$6,200 |
| MONTHLY check up and training service agreement [1 visit per month] 1 year | 12 | Lot | \$17,500 |
| TOTAL NET PRICE | | | \$368,950 |

All prices are *FOB Factory, Full Freight Allowed, Tax Not Included

Base Scope of Work

Installation, and start-up of a Condair humidification system for TWU Old Main Building.
The proposal includes, MLPRO-100 pump station, (6) Solo-1 humidification units, in a (5) zone configuration to humidify the areas.
The pump station has a total capacity of 264lbs/hr which includes capacity for future expansion, should the need arise.
The proposed system will include capability to interface with the customer's BMS through BACnet IP.

The **high pressure pump** itself is water-lubricated and carries a 2 year parts warranty or 8,000 hours of operation.
The pump has no oil to replace.
This also removes risk of lubricating oil accidentally leaking into the water to be atomized.

Plumbing & Mechanical Work:

- Furnish and install new LG DX system for storage room.
- Setting of new Condair MLP RO 100 humidifier pump package.
- Installation of required domestic water to new Condair MLP RO 100 humidifier pump package.
- Coring only of holes required for installation of piping for new humidifier system.

Condair Certified Work:

- Connection to customer supplied city water ball valve – ball valve, female thread within 10'
- Supply and installation of all interconnecting hosing between carbon filter, water softener, brine tank, and RO/pump skid.
Performed in ¾" and 1" flexible braided hose.
- Installation of drain line from pump station, valve sets and brine tank overflow from equipment to customer provided drain
- Mounting and installation of zone valves near pump station
- Hanging/mounting of humidification modules
- Installation of high-pressure hose (with fittings) from zone valves to humidification modules
- Mounting of humidity sensors and high limit switch into customer supplied junction boxes
- Running of sensor cable from pump station to humidity sensor
- Startup of the system and zone purging
- Calibrating and setting humidity set point/s
- Providing training to plant personnel

Electrical Work:

- Provide and install conduit and wire for building and emergency power to humidifiers in exhibit space.

- b. Install 120/24V transformers (furnished by Condair) for (6) humidifiers and terminate.
- c. Provide and install emergency and house power for existing exhibit space DX FCU2-18, FCU2-19, and FCU2-20 evaporators.
- d. Provide and install emergency and house power for existing exhibit space DX HP-1 condensing unit.
- e. Provide and install conduit and wire for building and emergency power to new storage room LG DX system condensing unit.
- f. Provide and install conduit and wire for building and emergency power to new storage room LG DX system evaporator.
- g. Provide and install conduit and wire for building and emergency power to new Condair MLP RO 100 humidifier pump package.
- h. Provide and install new conduit and wire from existing generator to existing emergency power panel.
- i. Provide and install a new larger breaker in existing emergency panel.

Control Work:

- a. Incorporate humidity monitoring and alarm points into campus BMS via Modbus TCP/IP from the new Condair MLP RO 100 humidifier pump package.
- b. Incorporate control of the new storage room LG DX system into the campus BMS.
- c. Revise sequence of existing exhibit space LG DX system to act as backup to primary hydronic units conditioning the space.
- d. Provide freeze protection for existing hydronic space units through the installation of new motorized dampers in outside air ducts.

Architectural Work:

- a. Remove and replace sections of the walls to install new piping to humidifier heads. *All finishes to match existing included.*
- b. Installation of new ceiling access doors for added control dampers. *All finishes to match existing included.*
- c. Concrete pad for new LG condensing unit.

Monthly check up and training service agreement [1 visit per month] for 1 year which includes (1) Annual inspection as detailed below:

| Service Function | First Service |
|--|---------------|
| Review of the System | |
| Testing of the system's overall function | X |
| Meter reading of water consumption | X |
| Reading of pump running hours | X |
| Water quality testing (Cl, pH, hardness) | X |
| Inspect brine tank for salt levels (add as needed) | X |
| Control weekly monitoring checklist. | X |
| Inspect nozzle spray patterns (replace as needed) | X |
| Pump Unit | |
| Replacement of filter(s) | X |
| Check the condition of the pump | X |
| Testing of solenoid valves | X |
| Change gasket kit in high pressure relief | X |
| Functional testing of the high-pressure gauge | X |
| Functional testing of pressure switch | X |
| Service inspection of PAHT pump | X |
| Testing of ON/OFF valve | X |
| Inspect electrical connections in control cabinet | X |
| Reverse Osmosis System | |
| Measurement of conductivity at inlet, outlet, and drain | X |
| Testing of overall function and settings for the RO system | X |
| Leak testing | X |

| | |
|--|---|
| Performance test (ratio of product water to drain) | X |
| Testing of valves | X |
| Replacement of sterile breather filter. | X |
| Replacement of the RO membrane | |
| Disinfection / cleaning of tank | X |
| UV System | |
| Functional testing of UV system | X |
| Replacement of quartz glass on UV system | |
| Replacement of UV lamp | X |
| Humidity Sensor(s) | |
| Testing/adjusting of humidity sensors | X |
| Checking max humidity controller (max hygostat) | X |
| Controls unit | |
| Replacement of transfer relay | X |
| Testing of contactor K1 | X |
| Replacement of contactor / thermal relay. | |

Project Specific Clarifications and exclusions:

- This proposal includes a 1-year warranty, 5 years for the control modules.
- Testing, adjusting and balancing excluded, (except as part of the humidification system or stated otherwise above.
- Backflow preventer (if required)
- Installation and/or supply of conduit, cable trays, or similar for high-pressure hose and/or sensor wire. If required or requested by the customer. Further, the running of any wire through conduit is not included in installation.

General Quote Notes and Exclusions:

- 1. Any permits (including preparation of the same) and associated fees shall be by others**
- 2. All work will be performed during normal working hours.**

-This quotation is subject to change without notice and void after 15 days.
 -Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
 -F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
 -Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.
 -Texas AirSystems equipment will be supplied based upon approved submittal data.
 -Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.
 -Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
 -Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.
 -Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.
 -Insurance certificates and bonds can/will be provided upon request.

Thank you for your consideration on this project.

Daniel C. Merkel/Gene Hensarling