



JUDSON INDEPENDENT SCHOOL DISTRICT

Meeting Date: August 21, 2025

Submitted By: Daniel Brooks
Title: Assistant Superintendent

Agenda Item: Consider and take action approving the selection to provide general contractor services for the Wagner HS Chiller and Pump Replacement project (TIPS JOC Contract #25010502).

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board approve the selection of Yates Company, LLC. to provide the general contractor services for the Wagner HS Chiller and Pump Replacement project (TIPS JOC Contract #25010502) and that the Board of Trustees delegate the authority to the Superintendent or their designee to execute all contracts and related documents necessary to complete this project. The scope of work includes but is not limited to the turnkey replacement of the existing 600-ton centrifugal chiller and associated evaporator water pump with a new 600-ton water cooled magnetic-bearing centrifugal chiller and split case pump as indicated in the contract documents. Expenditures will be made from Bond 2017 and Bond 2016 funds at a total estimated cost of \$695,341.98.

IMPACT/RATIONALE:

Allows the district to purchase goods and services in accordance with Section 44.031 of the Texas Education Code. Expenditures will be made from Bond 2017 and Bond 2016 funds at a total estimated cost of \$695,341.98. The scope of work includes but is not limited to the turnkey replacement of the existing 600-ton centrifugal chiller and associated evaporator water pump with a new 600-ton water cooled magnetic-bearing centrifugal chiller and split case pump as indicated in the contract documents. This upgrade will restore full cooling capacity to the campus, increase the overall energy efficiency and lower the long-term maintenance needs. The contract will be for a specific project and will expire upon completion of all related services.

BOARD ACTION REQUESTED:

Approval/Disapproval



JUDSON INDEPENDENT SCHOOL DISTRICT

Facilities Planning Department

Date: August 21, 2025

To: Lynnette Trevino, Director of Purchasing

From: Benjamin S. Mora, Executive Director of Facilities Planning

Project: Wagner HS Chiller and Pump Replacement Project
(TIPS JOC Contract #25010502)

The Facilities Planning Department presents the selection to the Judson ISD Board of Trustees for consideration and approval.

- Yates Company, LLC.
- Texas Chiller Systems
- Air Performance Service

Yates Company, LLC. is the highest ranked general contractor for the Wagner HS Chiller and Pump Replacement Project (TIPS JOC Contract #25010502).

The scope of work includes but is not limited to the turnkey replacement of the existing 600-ton centrifugal chiller and associated evaporator water pump with a new 600-ton water cooled magnetic-bearing centrifugal chiller and split case pump as indicated in the contract documents. This upgrade will restore full cooling capacity to the campus, increase the overall energy efficiency and lower the long-term maintenance needs.

The total estimated construction cost is \$695,341.98 (Base proposal \$599,967.99 + Owner Contingency \$29,998.39 + Additional 5 Year Warranty \$65,375.60)

Expenditures will be made from Bond 2017 and Bond 2016 funds.

CC: Cecilia Davis, Deputy Superintendent of Operations
Daniel Brooks, Assistant Superintendent of Operations



**Judson Independent School District
Quotation Summary Form: Solicitation of 3 Written Quotes**

Written quotes from a minimum of three (3) qualified vendors must be obtained and documentation of the quotes attached to the purchase requisition.
Purchasing will review and approve quotes on a case by case basis.

David Oehler/ Marcelo A. Jimenez "Andy"

Name of person obtaining quotes

Operations/ Energy Management

Campus/Department

Maintenance/Energy Dept

		Quote Number 1		Quote Number 2		Quote Number 3	
Vendor:		Air Performance		Yates		TCS	
Person Quoting:		Rob Lewis		Brandon Yates		Cory Harper	
Phone Number:		210236-0031		210702-3820		2106509972	
Description	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Wagner Chiller 2 and Pump Replacement WO#258651	1		\$ 609,595.00		\$ 599,967.99		\$ 649,493.00
Additional 5 year Warranty Through Factory	1		\$ 65,375.00		\$ 65,375.60		\$ 65,375.60
5% Owners Contingency	1		\$ 30,479.75		\$ 29,998.39		\$ 32,474.65
		23weeks		23 weeks		23 Weeks	
TOTAL		\$	705,449.75	\$	695,341.98	\$	747,343.25

Work Order 258651 Location WHS

Submitted By David Oehler

Approved By:



4738 Whirlwind Dr.
San Antonio, TX 78217
(210)702-3820
TACLA27797C

Yates Company, LLC "Your Automation Technologies Energy Solutions Company"

Providing Green Solutions

To: Marcelo A. Jimenez "Andy"
Judson Independent School District - Wagner High School
3000 N Foster Rd
San Antonio, TX 78244

Date: July 30, 2025
Proposal: 1001232
TIPS Contract: 25010502 (JOC)
Work Order: 258651

1. Executive Summary

Yates Company proposes to replace the existing Daikin-McQuay 600 ton centrifugal chiller and its associated evaporator water pump with a new *Dunham Bush - DCLC-M* - 600 ton water cooled magnetic-bearing centrifugal chiller and a premium-efficiency Grundfos split case pump with ABB variable frequency drive. This upgrade will restore full cooling capacity, increase redundancy and energy efficiency, and lower long-term maintenance risk.

2. Scope of Work - Turnkey Installation

- ****2.1 Demolition and Removal**** – Recover refrigerant per EPA guidelines. Isolate, disconnect and remove existing chiller, starter, and evaporator pump. Dispose of equipment per local regulations.
- ****2.2 Concrete Pad Extension** – Extend the existing housekeeping pad to accommodate the increased chiller width, including saw-cutting, formwork, doweling and rebar reinforcement, placement of 4,000-psi concrete, surface finishing to match existing slab, and curing.
- ****2.3 New Equipment Furnish & Install**** – Install Dunham Bush water cooled 600 ton centrifugal chiller (three magnetic-bearing compressors, R-513A, dual point power with disconnect and compressor circuit breakers) and an 1,100 gpm split case inline pump with premium-efficiency motor, and ABB variable frequency drive for pump.
- ****2.4 Piping and Electrical**** – Rework chilled and condenser headers, install new suction diffuser, triple-duty valve, and provide new feeders and VFD per NEC.
- ****2.5 Controls and Commissioning**** – Integrate chiller and pump points into BAS, perform factory start-up, performance verification, flow balancing, and operator training.
- ****2.6 Project Close-out**** – Deliver O&M manuals, as-built drawings, warranty certificates, and conduct one day of operator training.

3. Exclusions

- Structural modifications beyond pump inertia base
- Water treatment or cooling tower cleaning
- Temporary cooling
- Fire stopping or asbestos abatement

4. Assumptions

- Adequate crane access for equipment lift
- Existing condenser and chilled-water pumps (other than quoted evaporator pump) are adequate and operational
- Facility will provide shutdown window and clear access to mechanical room

Regulated by the Texas Department of Licensing and Regulation

P.O. Box 12157, Austin, Texas 78711

1-800-803-9202, 512-463-6599

5. Schedule

To meet the target installation date of Spring Break, the chiller must be ordered within the next 8 weeks—no later than September 29, 2025—assuming the quoted production lead time remains firm.

MILESTONE	DURATION	NOTES
EQUIPMENT RELEASE	Upon PO	Release after written authority
FACTORY BUILD	24 Weeks	Dates confirmed on order acknowledgement
ON-SITE DEMO AND PREP	1 week (Mar. 2 - 6)	Demo existing chiller and pump, remove interfering piping, extend/finish concrete housekeeping pad.
DRAIN LOOPS AND PREP HEADERS	1 Day (Mar. 9)	Day 1 - Isolate and drain the chilled- and condenser-water loops, remove remaining piping runs, rough-in new headers for both the fully assembled chiller and the 1,100 gpm split-case pump, and set the pump base rail or sole plate on the housekeeping pad.
SET CHILLER AND PUMP	1 Day (Mar. 10)	Day 2 - Rig and set the fully assembled 600-ton Dunham Bush chiller along with the split-case pump using a single crane mobilization, then level, grout, and securely anchor both pieces of equipment.
COMPLETE MECHANICAL AND ELECTRICAL	1 Day (Mar. 11)	Day 3 - Complete mechanical connections—including chilled- and condenser-water headers, suction diffuser, triple-duty valve, flexible couplings, and pump alignment—install the new pump VFD and conduit, terminate power, controls, and BAS points for both chiller and pump, and meg-check motors before final VFD parameter setup.
FLUSH LOOP AND BALANCE	1 Day (Mar. 12)	Day 4 - Refill and vent the systems, circulate and flush, then conduct a preliminary flow balance while confirming VFD operation.
DUNHAM BUSH START-UP	1 Day (Mar. 13)	Day 5 - Dunham Bush factory start-up after oil is $\geq 140^{\circ}\text{F}$

6. Warranty

- Manufacturer Warranty: 1 year parts & 5 year compressor parts only warranty.
- Pump and VFD: 18 months from shipment or 12 months from start-up, whichever occurs first
- Labor and workmanship: 1 year from start-up

Total Lump-Sum Price for the complete turnkey scope described above: **\$599,967.99** (U.S. Dollars).

This price is firm for 30 days and excludes sales tax.

****Price Includes Payment & Performance Bond**

Customer

By: _____
Title: Energy Specialist
Date: _____

YATES Company

By: Brandon Yates
Title: Service Manager
Date: 7/30/2025

Regulated by the Texas Department of Licensing and Regulation

P.O. Box 12157, Austin, Texas 78711

1-800-803-9202, 512-463-6599

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

Scope of Work

Work is limited to what is specifically listed in the proposal; all other trades (drywall, patching, painting, roofing, fireproofing, insulation, coring, etc.) are excluded unless stated otherwise. Labor is priced at straight time; emergency or after-hours work is billed at current premium rates. Purchaser will provide safe access, hoisting, electricity, water, restrooms, and a clear work area at no charge. Work does not include identification, handling, or disposal of hazardous materials (asbestos, lead, mold, PCBs, abnormal refrigerant recovery, biological contaminants); discovery of such materials suspends our work until removed by Purchaser and any request for us to handle them requires a separate written agreement. For controls/BAS; we are not responsible for legacy programming errors or undocumented third-party issues unless included.

Changes and Extras

Any change to scope, schedule, site conditions, or access requires a written change order; we will not proceed with extras without written authorization. If others cause us cost or time impacts (delays, rework, restricted access, inaccurate information), Purchaser agrees to pay for added labor, materials, standby time, and remobilization.

Schedule and Delays

Dates are estimates only, and Contractor is not liable for delays caused by events beyond our control, including weather, supply chain issues, strikes, epidemics, owner-caused delays, other contractors, permitting, or force majeure; the schedule will be extended for the duration of any such delay. If Purchaser delays work more than 30 days, we may demobilize and invoice for completed work, stored materials, and remobilization costs.

Price, Taxes, and Fees

Proposal prices exclude sales, use, excise, and similar taxes unless noted; Purchaser will pay applicable taxes or provide a valid exemption certificate. Permanent permits, licenses, and related fees are Purchaser's responsibility unless the proposal states otherwise.

Invoicing and Payment

Unless otherwise stated, terms are Net 30 from invoice date. Large equipment may require advance payment up to 50 percent. Progress invoices will cover labor performed, materials stored or installed, and subcontract costs incurred. Past due balances accrue a service charge of 1.5 percent per month (18 percent APR) or the maximum allowed by law, and we may suspend work and withhold warranties or start-up until accounts are current. Purchaser may not back charge or withhold payment for alleged defects without written notice and a reasonable opportunity for us to cure.

Materials and Substitutions

If specified items become unavailable, Contractor may substitute equal or better products; price and schedule will adjust only when permanent unavailability materially changes our cost. Title to materials passes to Purchaser when paid in full, while risk of loss transfers upon delivery to the site or Purchaser-designated storage.

Warranty

New equipment supplied and installed by Contractor carries a one-year parts and labor warranty from substantial completion unless the manufacturer provides different terms, which we pass through. Parts supplied but not installed by Contractor carry only the manufacturer's warranty and Purchaser is responsible for transportation and labor. Service and repair labor is warranted for 365 days on workmanship unless otherwise stated. Warranties are void if others alter, misuse, neglect, or fail to maintain the equipment per manufacturer recommendations. THESE WARRANTIES ARE EXCLUSIVE AND REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

Contractor is not liable for special, indirect, incidental, or consequential damages, including loss of use, lost profits, or utility penalties, and our total liability is limited to the amount actually paid to us for the specific portion of work giving rise to the claim.

Indemnity

Each party will indemnify the other to the extent a claim is caused by that party's negligence or willful misconduct; no party is obligated to indemnify the other for the other's own negligence or willful misconduct. This clause is intended to comply with Texas Civil Practice and Remedies Code Chapter 151 and any applicable anti-indemnity statutes.

Insurance

Contractor maintains standard commercial general liability, auto, and workers compensation insurance; certificates will be provided upon request. Additional insured endorsements or higher limits will be provided if agreed in writing, and any added premium is Purchaser's responsibility.

Safety and OSHA Compliance

Contractor follows applicable OSHA standards and site safety protocols; Purchaser must disclose known hazards and provide site-specific safety rules before work starts. Both parties will promptly notify the other of any OSHA inspections or alleged violations related to the project.

Compliance with Laws

Contractor will obtain temporary permits required for its work; permanent permits, inspections, fees, and code upgrades outside our scope are Purchaser's responsibility unless stated otherwise in the proposal.

Disputes

Claims under 15,000 dollars will be handled in small claims or state court in Bexar County, Texas; claims over 15,000 dollars will be resolved by binding arbitration under the Construction Industry Rules of the American Arbitration Association in San Antonio, Texas, and the prevailing party will recover reasonable attorney fees and costs. Nothing herein waives our lien or bond rights.

Termination

Purchaser may terminate for convenience with 14 days written notice but must pay for all completed work, committed materials, restocking fees, and 15 percent of the remaining contract value for overhead and profit.

Entire Agreement

This proposal together with these Terms is the entire agreement and supersedes all prior discussions; conflicting purchase order terms are rejected. No modification is valid unless in writing signed by both parties.

Oehler, David

From: Brandon Yates <brandon@y8sco.com>
Sent: Thursday, July 31, 2025 10:57 AM
To: Oehler, David
Subject: Fw: Judson ISD Extended 5 year P&L
Attachments: image001.png; image003.png; image002.png; image004.png; image005.png

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Here you go.

Thank you,

Brandon Yates
Service Manager
Mobile: 210-725-6582
Office: 210-702-3820
Address: 4738 Whirlwind Dr, San Antonio, TX 78217

From: Brian Wright <brianw@appliedclimate.com>
Sent: Thursday, July 31, 2025 9:07:20 AM
To: Brandon Yates <brandon@y8sco.com>
Subject: Judson ISD Extended 5 year P&L

Cost 65,375.60 5 year P&L add 13075.00 for freon

This is from DB not us.

Brian Wright
Account Executive
Mobile: 830-730-7710
brianw@appliedclimate.com
www.appliedclimate.com





AIR PERFORMANCE SERVICE CENTRAL TEXAS

Site Details

Judson Independent School District
8012 Shin Oak Dr. Attn: Accounts Payable
Live Oak, TX 78233

Billing Details

Judson Independent School District
8012 Shin Oak Dr. Attn: Accounts Payable
Live Oak, TX 78233

Air Performance TIPS#200201 WO#258651

Date: 7/29/2025

Quote: Q-35629

Re: JISD Wagner Chiller #2 Replacement WO#258651

Per your request, we are pleased to submit for your consideration our quote for the referenced project.

Scope of Work: Replace Chiller #2

- Check in with Judson ISD Maintenance personal daily during duration of project
- Verify power to Chiller 2 is off, breakers are locked out, and chilled/condenser water isolation valves are holding
- Note: refrigerant has already been removed from chiller
- Make safe controls and disconnect from the existing machine
- Cut pipe insulation from chiller inlet/outlet to bottom of isolation valves and remove pipe for chiller removal
- **Extend concrete pad to accommodate new chiller**
- Provide rigging equipment and personnel to remove existing chiller and properly dispose of from property
- Provide and install one (1) 600-ton Dunham Bush magnetic bearing chiller
- Chiller is provided with R-513a refrigerant, BACnet interface, touchscreen display, etc.
- Provide and install new chilled and condenser water piping and connect to the existing isolation valves
- **Modify the existing electrical service to accommodate the new chiller**
 - Existing MCA 800 amp dual power feed vs. New MCA 600 amps dual power feed
- Flush lines and test for any leaks
- Open isolation valves and bleed air from chiller
- Restore power at the breaker and test the connection at the chiller before closing the chiller disconnect
- Test, label, and verify proper operation of all new electrical installations
- Restore BAS controls and commission from the front end to ensure proper operation
- Re-insulate chilled water piping from bottom of isolation valves to chiller to match existing insulation
- Remove Lockout/Tagout from disconnects
- Provide factory start-up of chiller and verify operation
- Clean project area of trash and debris created by Air Performance Service of Central Texas
- Check out with Judson ISD Maintenance Team personnel

Dallas: ACISinc.com
1028 N McDonald St
McKinney, TX 75069
P: 972.562.6507
TACLA13715C | M-37867

Fort Worth: ACISinc.com
2323 E Loop 820 N
Fort Worth, TX 76118
P: 817.590.9200
TACLA00029182C

Houston: ACISinc.com
4268 Clark Rd
Houston, TX 77040
P: 713.447.1985
TACLA00123475C

Austin: TeamServicesTX.com
2201 Patterson Industrial Dr
Pflugerville, TX 78660
P: 512.994.3000
TACLA129449C | M-42691

San Antonio: APS-CentralTX.com
12110 Valliant Street
San Antonio, TX 78216
P: 210.236.0031
TACLA50034E

Scope of Work (Continued)

Additional Scope of Work Replace Pump PCHP -2 (included in project total):

- Isolate Chilled Water Valves
- Drain water from pump
- Disconnect piping and bolts from baseplate
- Install new CW pump to base plate and existing motor
- Ensure proper alignment using laser
- Reconnect piping
- Open isolated CW Valves
- Check for proper pressure and leaks
- Ensure that the pump is working correctly including checking controls
- Add (1) 30HP ABB VFD 460V without bypass- connect VFD to system, perform factory startup and test for proper operation
- Clean project area of trash and debris created by Air Performance Service of Central Texas
- Check out with Judson ISD Maintenance personnel

Project Investment

Labor =	\$22,000.00
Materials and Equipment =	\$502,595.00
Subcontractors =	\$85,000.00
Total Investment =	\$609,595.00

Additional Alternate to replace (6) Butterfly Isolation Valves = \$17,500.00

Notes/Clarifications

1. All work is to be performed during normal business hours
2. Chiller Lead time is up to 28 weeks per manufacturer
3. Rebate available pending electrical bill analysis. CPS estimates \$9,500.00 at a minimum
4. 1 Year Parts & 5 Year Compressor Parts warranty included by chiller manufacturer
5. 6 Months Warranty on Labor

Exclusions

- **After-Hours Work** - After-hours work, unless stated above
- **Code Violations** - Pre-existing code violations unless addressed in the "Scope of Work" above

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Texas State Board of Plumbing Examiners. P.O. Box 4200, Austin, TX 78765. Phone 512-936-5200, Fax 512-450-0637, 800-845-6584. www.tsbpe.state.tx.us

Payment Terms

The following payment schedule will be applied upon acceptance of this proposal:

- Equipment and Materials will be billed upon receipt
- Remaining will be billed upon completion

If this proposal is acceptable, please sign and return it by email with the appropriate purchase order number, if needed.

Thank you,



Rob Lewis
rob.lewis@aps-centraltx.com

Air Performance TIPS#200201

Proposal Acceptance	
Signature	
Name	
Date	
PO#	

Dallas: ACISInc.com
1028 N McDonald St
McKinney, TX 75069
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Terms and Conditions

1. **PERFORMANCE.** Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof is subject to the approval of the Credit Department of Air Performance Service Central Texas ("APS"), is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, or upon any like or unlike cause beyond the control of APS. Upon disapproval of the Credit Department or upon the occurrence of any such event, APS may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If APS and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for service rendered by APS to the date of cancellation.
2. **SERVICE FEE, PAYMENTS, and TAXES.** Fees for Services ("Service Fees") shall be paid within thirty (30) days of invoice date. Interest of 1.5% per month on unpaid balances may be charged by APS. APS may discontinue services whenever payment is overdue. Unless otherwise agreed, Customer shall pay, in addition to the stated price; all taxes not legally required to be paid by APS or, alternatively, shall provide APS with acceptable tax exemption certificates.
3. **WARRANTIES.** APS warrants that: (1) APS manufactured material is free from defect in material and manufacture for a period of **ninety (90) days** from date of start-up or replacement. APS's obligation under this warranty is limited to repairing or replacing the defective part at its option; (2) Labor is warranted (to have been properly performed) for a period of **ninety (90) days** from completion. APS under this warranty is limited to correcting any improperly performed labor; (3) Non-APS equipment and/or parts are not warranted by APS. Warranties for such equipment and parts are those extended to APS **by the respective manufacturer**. Warranty does not include damage of any kind due to acts of God (such as, but not limited to lightning strikes), power failure, insurrection, vandalism, riot, inappropriate customer use of product, or any other cause whatever beyond the control of APS. There are absolutely no other warranties extended, including any implied warranties of **FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY**.
4. **INDEMNITY AND LIABILITY. APS AND CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD EACH OTHER HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, COSTS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING 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 THEIR 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 THE EXPIRATION OR TERMINATION. NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.**
5. **LEGAL COMPLIANCE.** APS will comply with applicable federal, state and local laws and obtain requisite temporary licenses and permits for its work hereunder. Customer will obtain at its cost any requisite permanent licenses and permits.
6. **ATTORNEY FEES.** Customer will pay for reasonable attorney fees incurred by APS in enforcing collection of amounts due.
7. **INSURANCE.** APS agrees to carry insurance in the following minimum amounts:
 1. Commercial General Liability \$1,000,000 per occurrence
 2. Automobile Liability \$1,000,000 CSL
 3. Workers Compensation Statutory Limits
8. **ASBESTOS AND HAZARDOUS MATERIALS.** APS 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 writing, there are no Hazardous Materials on the Premises that will in any way affect APS Work and Customer has disclosed to APS the existence and location of any Hazardous Materials. If APS identifies any Hazardous Materials, APS 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 APS. APS 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 APS be obligated to transport or handle the Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.
9. **ENTIRE AGREEMENT.** This instrument embodies the entire agreement between Customer and APS. Any modifications or amendments must be in writing and signed by both parties.

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Oehler, David

From: Rob Lewis <rob.lewis@aps-centraltx.com>
Sent: Thursday, July 31, 2025 10:15 AM
To: Oehler, David; Jimenez, Marcelo
Cc: Donald Addington
Subject: DB Chiller Extended Warranty

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

David,

Per your request I checked what the price would be for an extended warranty from the manufacturer:

5 year parts & labor extended warranty without freon= \$65,375.00

That is direct with the manufacturer. We would not be re-selling it to you.

Don't forget that with any warranty, there must be proof of maintenance. I would rather you purchased a maintenance plan from us that would labor and parts. We can probably do it for less money than the factory. Let me know if you would like a price.

Regards,

Rob Lewis

Account Manager

12110 Valliant St, San Antonio, TX 78216

Office: (210) 236-0031 | Mobile: (210) 425-1811



Give us your feedback [here!](#) Follow us on [Instagram](#) and [LinkedIn](#) for more.



July 30, 2025

BID TO:

Judson Independent School District
Attn: David Oehler & Marcelo Jimenez

REF:

WO#258651 – Wagner High School Chiller & Pump Replacement Proposal R2

Texas Chiller Systems is pleased to present our offer to perform the following scope of work complete with supervision, hoisting, tools, material, fixtures, labor, insurance, and incidentals.

- Mechanical and Electrical scope based on site walk dated 07/16/2025.
- Provide the material and labor as needed to extend the existing chiller housekeeping pad as required.
- The proposal's cost is based on TCS's standard working hours.

PLEASE NOTE! It is our understanding that the requested period of performance is March 16-20. In order to secure the chiller to meet the scheduled date we must have the unit released no later than September 5, 2025.

Option #1:

- Demo and remove existing 600T McQuay chiller, including all associated piping, electrical, and control connections.
- Demo and remove existing Weinman pump, model #6L3-J2J2.
- Provide and install new Daikin Applied 550-ton Water Cooled Magnetic Bearing Centrifugal Chiller model WME106CSCSNA-MD/E3612-JB2C/C3012-VE2C/R515-CEEABACA with five-year whole unit parts, labor and refrigerant warranty, ensuring proper alignment and secure mounting of equipment.
- Provide and install new Grundfos Model KP Horizontal Split Case Pump.
- Provide and install one ABB Model ACH580 Variable frequency drive.
- Furnish and install new piping required for new Daikin chiller.
- Route new piping to connect with the existing chilled water system.
- All new piping will be fully supported and insulated.
- Disconnect and remove existing electrical feeds as needed.
- Please note, this chiller has a single 700-amp connection. There are two MDP panels that have 400-amp feeds that are connected to the existing chiller. We assume the two existing 400-amp feeds were routed out of the separate panels to balance out the load. The breakers in the existing panels are no longer available. There is a possibility that an 800-Amp breaker is not available. The feeds are currently ran underground and will be abandoned in place and new feeds will be routed overhead.
- Provide new electrical connections as needed to support new chiller requirements. See the note above.
- Disconnect existing control wiring and devices as necessary.

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- Install and integrate new controls to ensure proper operation and connectivity with BAS.
- Verify proper operation prior to departure and ensure all systems are functional.

**20-week lead time for new Daikin chiller.*

Option #2

- Demo and remove existing 600T McQuay chiller, including all associated piping, electrical, and control connections.
- Demo and remove existing Weinman pump, model #6L3-J2J2.
- Provide and install new Dunham-Bush 600-ton Water Cooled Magnetic Bearing Centrifugal Chiller model DCLC600MFTH633EF with one-year parts and five-year compressor parts only warranty, ensuring proper alignment and secure mounting of equipment.
- Provide and install new Grundfos Model KP Horizontal Split Case Pump.
- Provide and install one ABB Model ACH580 Variable frequency drive.
- Tie into existing chilled water piping with minimal modifications.
- Disconnect and reconnect existing electrical connections for new chiller.
- Please note, Dunham-Bush has two 300-amp points of connection that will allow the existing raceway, breakers and wire to be utilized.
- Install and configure control systems to manage new chiller, ensuring full integration with the existing BAS.
- Verify proper operation prior to departure and ensure all systems are functional.

**23-week lead time for the new Dunham-Bush chiller.*

The price for the above scope for Option 1 Daiken Chiller:

-Mechanical & Electrical Labor	\$114,359.00
-Mechanical & Electrical Equipment	\$571,772.00
-Total	\$686,131.00

**Not including tax, bond or engineering.*

The price for the above scope for Option 2 Dunham-Bush:

-Mechanical & Electrical Labor	\$109,196.00
-Mechanical & Electrical Equipment	\$540,297.00
-Total	\$649,493.00

**Not including tax, bond or engineering.*

Buy board No. 720-23

TIPS Vendor Contract #230104

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Exclusions:

- Delays and Disruptions out of TCS's control.
- Infection control.
- Dust control.
- Dumpster or dumpster fees.
- Cutting, painting, and patching of any walls, floors, or ceilings.
- The identification and removal of Asbestos Containing Materials of any nature.
- Roof penetrations or patching.
- Electrical not pertaining to the above scope of work.
- Fire Protection of any kind.
- Warranty on any existing controls and wiring.
- Warranty on any existing equipment.
- Any scope of work that is not clearly indicated in the bid documents.

PLEASE NOTE

Material costs have been calculated based on the current prices for labor, equipment and materials. However, current economic conditions have created market volatility and sudden price increases may occur. If prices escalate due to tariffs, material shortages, labor unavailability, or any other event beyond TCS' control, TCS will be entitled to an equitable adjustment to the contract sum.

Unless otherwise agree to in writing, a quotation provided by TCS may be accepted up to 30 days from the quotation date, after which TCS reserves the right to amend or withdraw it.

In order to accept this offer, the attached Texas Chiller Systems Agreement must be fully filled out, executed by an authorized agent/officer, and returned to Texas Chiller Systems within thirty (30) days of the date of this offer. This offer cannot be accepted in any other manner.

Please call me if you have any questions about this offer.

Sincerely,

Texas Chiller Systems

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TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required, hereunder to be furnished by Texas Chiller Systems, shall be distributed and installed by others under Texas Chiller System's supervision but at no additional cost to Texas Chiller Systems. Purchaser agrees to provide Texas Chiller Systems with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Texas Chiller Systems agrees to keep the site clean of debris arising out of its own operation. Purchaser shall not back charge Texas Chiller Systems for any costs or expenses without Texas Chiller Systems written consent. Unless specifically noted in the statement of the scope of work or service undertaken by Texas Chiller Systems under this agreement, Texas Chiller System's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean-up, control, removal, or disposal of environment hazards or dangerous substances, to include but not limited to asbestos or PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Texas Chiller Systems shall not operate to compel Texas Chiller Systems to perform any work relating to Hazards without Texas Chiller Systems express written consent.

PAYMENT TERMS. Payment of invoices are due in Texas Chiller System's office within thirty (30) days of issuance of such invoice. Invoices not timely paid within these terms stated shall be considered past due, and are then subject to interest accruing at the rate of 1.5% per month.

PARTIAL BILLING TERMS. This project will be invoiced according to the following schedule:

- 1st invoice - 30% at contract execution
- 2nd invoice - 30% at equipment shipment from factory
- 3rd invoice - 35% at equipment start up
- 4th invoice - 5% at project completion

MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Texas Chiller Systems, then in the case of such a temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Texas Chiller Systems shall (a) be excused from furnishing said materials or equipment and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

Warranty. For new manufactured equipment: Texas Chiller Systems warrants that new manufactured equipment shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Texas Chiller Systems, for a period of one (1) year from date of installation. "Manufactured equipment" is defined as a motor driven unit with serial number, model number and identification tag. Individual parts, coils or pieces of manufactured equipment provided by Texas Chiller Systems do not fall under the one (1) year warranty period. Further, this warranty does not extend to any manufactured equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. Any repair work not covered by the one (1) year warranty defined above will have a thirty (30) day warranty for labor, but all parts or materials associated with these repairs will carry the manufacturer's warranty only. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If customer fails to pay all invoices in full, it is agreed that there shall be no warranty provided.

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LIABILITY. Texas Chiller Systems shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Texas Chiller Systems or, alternatively, shall provide Texas Chiller Systems with acceptable taxes exemption certificates. Texas Chiller Systems shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

DELAYS. Texas Chiller Systems shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstances beyond Texas Chiller System's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delay caused by suppliers or subcontractors of Texas Chiller Systems, etc.

COMPLIANCE WITH LAWS. Texas Chiller Systems shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

VENUE. All invoices are due and payable in Texas Chiller System's office located at 14829 Bulverde Road., San Antonio, Texas 78247. In the event legal action is commenced to enforce payment of obligations, venue for such legal action shall be in Bexar County, Texas, and the undersigned agrees to pay whatever sum the court determines to be reasonable attorney's fees, plus all expenses and costs incurred.

INSURANCE. Insurance coverage in excess of Texas Chiller Systems standard limits will be furnished when requested and required. No credit will be given or premium paid by Texas Chiller Systems for insurance afforded by others.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification 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, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days from the date above.

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 will be made as outlined above.

Date of Acceptance: _____

Name of Company: _____

Purchase Order Number: _____

Signature: _____

Printed Name: _____

Title: _____

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