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|-----------------|-----------------------------------------------------------------|-----------------------------|---------------------------------|
| <b>Job</b>      | 22609346<br>Decatur ISD - Support<br>Service Learning Ladder    | <b>ID# - Title</b>          | 1 - Mechanical Bill Of Material |
|                 |                                                                 | <b>Version</b>              | 1.2                             |
| <b>Designer</b> | DECATUR ISD                                                     | <b>Commander</b>            | James Morton                    |
| <b>Bidder</b>   | Decatur ISD<br>307 S Cates<br>DECATUR TX 76234<br>United States | <b>Rep</b>                  | James Morton                    |
|                 |                                                                 | <b>Rep Mobile</b>           | 817-948-3762                    |
|                 |                                                                 | <b>Rep Email</b>            | james.morton@hts.com            |
| <b>Contact</b>  | Mazac Kyle                                                      | <b>Printed</b>              | 2026-08-26 10:56                |
| <b>Direct</b>   | 940-255-3915                                                    | <b>Closing</b>              | 2026-08-04                      |
| <b>Mobile</b>   | -                                                               | <b>Specifications dated</b> | -                               |
| <b>Email</b>    | kyle.mazac@decaturisd.us                                        | <b>Plans dated</b>          | -                               |
|                 |                                                                 | <b>Last addendums</b>       | -                               |

### Base Equipment Summary

| Tags    | Description                                                      | Qty | Total Capacity | Spec Level           | Section Pricing |
|---------|------------------------------------------------------------------|-----|----------------|----------------------|-----------------|
| RTU-1,2 | DAIKIN MANUFACTURING: Light<br>Commercial Packaged Roof Top Unit | 2   | 40 tons        | Not Indicated        |                 |
|         | <b>Spec Section , Daikin RTUs</b>                                |     |                |                      | A               |
|         | <b>Spec Section , BuyBoard 720-23</b>                            |     |                |                      | B               |
| 1       | HTS: Install                                                     |     |                |                      |                 |
|         | <b>Spec Section , Construction Install RTUs</b>                  |     |                |                      | C               |
|         | <b>Spec Section , Bond</b>                                       |     |                |                      | D               |
|         | <b>Total</b>                                                     |     |                | <b>A + B + C + D</b> | <b>\$ 0.00</b>  |

Total Bulk Price

\$ 80,855.00

### Pricing Terms

#### PRICING VALID FOR 15 DAYS

#### ALL Tariffs, Duties, and Taxes Extra

Freight Allowed to Job Site Curb

FOB our Factory

Consolidate Shipments are not included, Price add Available upon request

No Holdbacks acceptable

Liquidated Damages are not included

# Base Equipment Details - Mechanical Bill Of Material Scope of Work

## Spec Section: -- Daikin RTUs

| Tags    | Description                                                   | Qty | Capacity | Spec Level    |
|---------|---------------------------------------------------------------|-----|----------|---------------|
| RTU-1,2 | DAIKIN MANUFACTURING: Light Commercial Packaged Roof Top Unit | 2   | 40 tons  | Not Indicated |

### Included:

- Painted Galvanized Steel Construction w/ Fiberglass Insulation
- Enthalpy Economizer w/ Barometric Relief Dampers
- DX Cooling Coil w/ IAQ Drain Pan
- Direct-Drive Fan w/ Variable Speed EC Motor
- Staged Gas Heat
- Single-Circuit w/ Two-Stage Cooling
- Aluminum Fin Condenser Coil w/ Hail Guards
- Terminal Strip for Thermostat Control
- Curb Adapter ground mounted side discharge
- 5 Year Entire Unit Parts Only Warranty, 20 Year Heat Exchanger Warranty

### Not Included:

- Spring Isolation Rails
- Airflow Monitoring Stations
- BAS Interface
- Coil Coatings
- Smoke Detectors
- External Wiring or Piping
- Labor Warranties
- Rigging
- Startup
- Wind-Rated / Seismic-Rated Curbs or Equipment Stands
- Wind / Seismic Restraints
- Wind-Rated / Seismic-Rated Equipment
- Wind/Seismic Anchorage Calculations

## Spec Section: -- Construction Install RTUs

| Tags | Description  |
|------|--------------|
| 1    | HTS: Install |

### Included:

- Demo and dispose of (2) existing 20-ton ground-mounted RTUs per EPA guidelines.
- Replace (2) existing Carrier units with Daikin LC RTU's 20-Ton side discharge on curbs
- Start up and verify proper equipment operation using existing controls.
- Disconnect and reconnect of existing electrical

### Not Included:

- DDC controls
- Mechanical cleaning and pressure testing of existing duct systems
- Repair of any MEP code issues not related to equipment being replaced
- Sales Tax
- Builders Risk Insurance
- New Electrical Disconnect
- New electrical wiring or feeds
- Permits, and Inspections
- Electrical Upgrades
- Owner Controlled Contingency
- After-hours, holiday, weekend work

### Clarifications:

- Power Company will need to shutdown power at pole for unit lifts due to safety and electrical hazards.
- **Decatur ISD to coordinate and schedule disconnect and reconnect with power company.**
- Controls not included work to be performed by others aside from disconnect and reconnect existing controls
- Existing ductwork to reused where possible. No duct worked included in proposal unless noted above
- Plumbing below roof and above ceiling is excluded
- Condensate drains to be connected back to existing mains

-- End of Base Equipment Detail --

# Terms and Conditions

## TERMS AND CONDITIONS OF SALE

### BY ACCEPTING THIS PROPOSAL, PURCHASER AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. **COMPANY:** The Company as used herein shall mean Heat Transfer Solutions, Inc. D/b/a HTS Texas.
2. **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.
3. **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's fees, legal expenses and court costs. All past due amounts shall bear interest at highest rate allowed by law.
4. **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.
5. **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 five (5) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.
6. **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.
7. **CANCELLATIONS:** Orders accepted by Company 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.
8. **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. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company's credit department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Purchaser, governmental act, accident, disease, epidemic, pandemic, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.
9. **PRODUCT CHANGES:** In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.
10. **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.
11. **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 warranty 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, negligence, accidents, abnormal use or service, 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 warranty(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. 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 period determination, and the warranty shall expire twelve (12) months from that date. No person has the authority to expand the Company's obligation beyond the terms of this express warranty. **THIS WARRANTY DESCRIBED HEREIN 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.**
12. **LIMITATION OF LIABILITY AND INDEMNITY:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 11 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the payment actually received by Company from Purchaser under this Agreement. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO PURCHASER, SUBSEQUENT PURCHASER, OR ANY OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE) ARISING FROM ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ANY DELAY, ACT, ERROR OR OMISSION OF THE COMPANY), WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT TORT.** Purchaser agrees to indemnify Company from any liability and expenses (including, but not limited to, attorney's fees and legal expenses), of any kind, arising from any claims of any subsequent purchaser or third party related to the products sold hereunder.
13. **TERMS OF AGREEMENT:** 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). 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 the Company. 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.
14. **PAYMENT DEFAULT:** In the event of default in payment, Purchaser shall pay all costs of collection incurred by Company to collect such payment, including but not limited to collection agency fees, attorney's fees, legal expenses and court costs.
15. **GOVERNING LAW:** This Agreement is governed by and construed in accordance with the laws of the State of Texas.
16. **DISPUTE/CONTEST:** In the event a dispute arises related in any way to the products sold hereunder, HTS may elect, at its sole discretion, to submit the dispute to a commercial arbitrator in lieu of resolving the dispute in a court of law or equity. In any event, all lawsuits, causes of action, arbitrations or other disputes related in any way to the products sold hereunder shall occur in Harris County, Texas.