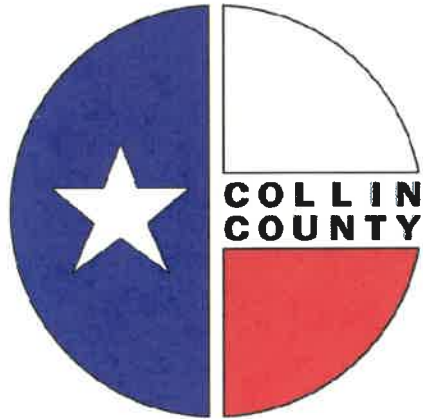


Date:

Nov. 5, 2024

Service Solution Proposal



Job Description

Replace duct heaters rather than just heat exchangers within heaters due to rust throughout

Quote #: Collin County Adult Detention Replace Duct Heaters

Prepared For: Cory Rogers

Title: Procurement Buyer

Business Name: Collin County Adult Detention

Street Address: 4300 Community Ave

City, State, Zip: McKinney, TX

Prepared By: Tracy Delio

Title: Service & Solution Sales

Street Address: 1645 Wallace St. Ste 130

City, State, Zip Carrollton, TX 75006

email: tracy.delio@hts.com

O: 469-263-1000 M: 214-912-2615



HTS Texas
 1645 Wallace Dr.
 Carrollton, Texas 75006
 Phone: 469-263-1000

Date: Nov. 5, 2024
 UNIT ID/Model# Sterling

We are pleased to offer our proposal to complete the following scope of work:

1. Check in with POC onsite
2. Gain access to system, power unit off, and LOTO
3. Remove existing Honeywell cntlr, temp sensor, relay, trnsfmrs, indtn fan, gas valve and rgltr retain for future use.
4. Remove (5) existing duct heaters and dispose of offsite per EPA regulations.
5. Install new metal support frame for each duct heater
6. Install (4) Aluminized Steel Duct Heaters QVED300
7. Install (1) Aluminized Steel Duct Heater QVED200
8. Connect and seal ductwork and any new duct transitions needed for new duct heaters.
9. Re-connect existing Honeywell controller, temp sensor, relay, transformers, induction fan, gas valve and regulator.
10. Test for proper unit operations before departure
11. Please note-Each duct heater cabinet is too rusted out to withstand replacing the internal heat exchanger

OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. Anything not mentioned in the above scope of work
2. After hours or weekend
3. Sales Tax

OUR PRICE FOR THIS SCOPE OF WORK IS.....	\$ 55,714.18 Total
This price does not include sales tax.	\$ (38,923.35) PO#24003542
	\$ 16,790.83 Change order am

Payment Bond Included

Signature constitutes acceptance of this proposal and Heat Transfer Solutions, Inc. is hereby authorized to perform the work as specified and at the above prices and conditions. Any alteration or deviations from the above specifications involving extra cost will be executed only upon written orders. and will become an extra charge over and above estimate.

Customer Approval
Signature
Printed Name
Date

HTS Representative
Signature: <i>Tracy Delio</i>
Printed Name: Tracy Delio
Buyboard 720-23

In order to ensure invoices are sent to the proper contact, please fill in the following and return with the signed proposal.

Billing Information

Invoices to be sent to the attention of: (Please Print)

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Attention: _____

Phone: _____

Fax: _____

Email: _____

Any special requirements your need to accept invoice: _____

Preferred method of invoice delivery:

- Email to address above Regular Postal Mail

STANDARD TERMS AND CONDITIONS

- (1) THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO.
- (2) "Payments will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity."
- (3) To the fullest extent allowed by law, contractor shall defend, indemnify, and hold harmless Collin County from any third-party claim or action...
- (4) Inc. encounters asbestos or polychlorinated biphenyl (PCB) on the site, Heat Transfer Solutions, Inc. shall immediately stop work and report the condition to the owner or owner's representative in writing. Heat Transfer Solutions, Inc. shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PCB) has been removed or rendered harmless. Heat Transfer Solutions, Inc. shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.
- (5) Any installation dates given in advance are estimated. Installation will be made subject to prior orders with Heat Transfer Solutions, Inc.. Heat Transfer Solutions, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond Heat Transfer Solutions, Inc. reasonable control.
- (6) On arrival of any equipment, goods or material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods or material.
- (7) In the event Customer requires Heat Transfer Solutions, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. Heat Transfer Solutions, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, goods or material ready for shipment may be stored by Heat Transfer Solutions, Inc. at Customer's risk and expense. In the case of a conflict Government Code Sec. 2251.021 Time for Payment by Governmental Entity is the superseding statute
- (8) Any equipment, goods, material, or work in addition to that required hereunder or in plans and specifications that may be made a part hereof, will be paid for by Customer as extras.
- (9) If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, Heat Transfer Solutions, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
- (10) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.
- (11) All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify Heat Transfer Solutions, Inc., ONLY TO THE EXTENT ALLOWED BY LAW against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
- (12) No sales or other representatives of Heat Transfer Solutions, Inc. has any authority to alter, vary, or waive any of the terms and conditions stated on either side of this proposal. The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.
- (13) HTS warrants that its service will be provided in a good and workmanlike manner. HTS warrants that for equipment furnished and/or installed but not manufactured by HTS, HTS will extend to Customer the same warranty terms and conditions which HTS received from the manufacturer of said equipment. For equipment installed by HTS, if, within a year of installation, Customer provides written notice to HTS of defect within thirty (30) days after the defect's appearance or date the defect should have reasonably been discovered, HTS shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by anyone other than HTS, abused, altered or misused, or which has not been properly and reasonably maintained. To obtain assistance under this limited warranty, please contact Heat Transfer Solutions, 3350 Yale Street, Houston, TX 77018; (832) 328-1010. HTS warrants all labor for a term of 90 days from the date of the work that was performed. HTS DISCLAIMS ALL OTHER WARRANTIES ON ANY EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (14) Expenses for Enforcement - In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

- (15) Venue - This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX. If other language in the agreement references another State or County, change it to Collin County, TX or State of Texas.
- (16) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (17) Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.