

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 6/13/24

Requested by: Richard Gumbert

AGENDA ITEM(S):

Discussion and action concerning the renewal of the maintenance agreements with price increases from The Brandt Co. for services at the Courthouse and Burnet County Jail.

Meeting Date Requested: (required) 6/28/24

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery



Service Maintenance Agreement

The Brandt Companies, LLC
19001 N. Heatherwilde Blvd., STE 120
Pflugerville, TX 78660
(512) 491-9100

Jake Avanzato
Service Account Manager
jake.avanzato@brandt.us
512-364-9164

Brandt Office Locations:

Austin: 19001 N. Heatherwild Blvd., Pflugerville, TX 78660, 512.491.9100, TACLA30430C/TECL20109/M41312
Dallas: 1728 Briercroft Ct., Carrollton, TX 75006, 972.395.6000, TACLA19981C/TECL20109/M40211
Fort Worth: 1001 NE Loop 820 Ste 300, Fort Worth, TX 76131, 817.626.0033, TACLA64706R/TECL20109/M40211
Houston: 8848 N Sam Houston Pkwy W, Houston, TX 77064, 832.714.3200, TACLA15221C/TECL20109/M40245
San Antonio: 6023 Corridor Pkwy, Ste 100, Schertz, TX 78154, 210.599.6120 TACLA18441C/TECL20109/M41312
Waco: 8175 Robinson Industrial Park Dr., STE 1, Robinson, TX 76706, 254.772.1693 TACLA26979C/TECL20109/M40211



SERVICE MAINTENANCE AGREEMENT

Proposal Date June 05, 2024

Proposal Number P-20240605-0056

Bill to:

Service Location:

Richard Gumbert
Burnet County
101 Buchanan Dr. Ste 4, PO Box 1369
Burnet, TX 78611

Richard Gumbert
Burnet County Courthouse
220 S Pierce St
Burnet, TX

We are pleased to offer this proposal to provide the following Service Maintenance Agreement :

Maintenance and Inspection

The Brandt Companies, LLC is pleased to submit the following preventive maintenance proposal pertaining to the specific mechanical equipment at the above referenced site.

Schedule preventive maintenance will be performed on the equipment outlined as per the attached scope pages . Upon completion of each visit, a Brandt operational log form will be completed on each unit, which will detail the operating performances.

Industry standard recommended preventive maintenance procedures will be adhered to as listed in our scope of work of this proposal.

Your investment for this service is as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Total Annual Price	\$7,032.00	\$7,173.00	\$7,317.00

Your payment options will be as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
☐ Annual Payment	\$7,032.00	\$7,173.00	\$7,317.00
☒ Quarterly Payment	\$1,758.00	\$1,793.25	\$1,829.25
☐ Semi-Annual Payment	\$0.00	\$0.00	\$0.00

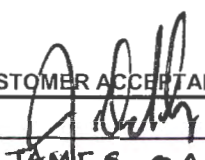
Upon acceptance, Brandt shall furnish service effective June 01, 2024. This Agreement shall continue for a term of 1 Year years from said date and shall be automatically renewed for each successive term unless canceled in writing. This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI).

If this proposal is acceptable, please sign below and return by email to jake.avanzato@brandt.us with a purchase order, if needed.

A signed acceptance must be received prior to our commencing work. Our terms are net ten days from the invoice date, and past due after thirty days.

This proposal is valid for 30 days.

CUSTOMER ACCEPTANCE

Accepted by: 
Name: JAMES OAKLEY
Title: BURNET CO JUDGE
Company: BURNET COUNTY
Date: 6/28/24
PO Number: _____

THE BRANDT COMPANIES, LLC

Accepted by: _____
Name: _____
Title: _____
Date: _____

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

☐ **Full Service Maintenance Agreement (FM)**

Full Service Maintenance Agreement coverage provides for all labor, parts, and material associated with maintaining and repairing the equipment identified in this agreement. This agreement assumes that the equipment listed is in good running, maintainable condition and eligible for coverage under a Full Maintenance Agreement. Should specific maintenances become required by a manufacturer or government entity, which are not covered as part of this agreement the customer shall allow Brandt to perform such work at agreed upon price. If on the first inspection, repairs are required, a proposal for repairs will be submitted for owner's approval. If these repairs are declined, the subject equipment may be removed from the Full Maintenance Agreement coverage at the discretion of Brandt; the price of the agreement will be adjusted accordingly. The proposal indicates the number of inspections Brandt is Agreementually obligated to; however, if additional inspections are required, they will be made as Brandt sees fit.

☒ **Maintenance & Inspection Agreement (M&I)**

A Maintenance & Inspection Agreement provides early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions. All labor, parts, and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the Agreement invoice.

Services Included:

☒ Mechanical Systems	☐ Backflow Preventer Testing	☐ Control Calibration
☐ Filter Service	☐ Infrared Testing	☐ Preferred Customer Billing Rate
☐ Vibration Analysis	☐ Drain Maintenance	☐ Other:
☐ Automation	☐ Eddy Current Testing	☐ Other:

With respect to Service Agreement agreements:

The Brandt Companies, LLC agrees to:

- * Regularly inspect the equipment at intervals as indicated on the specific equipment schedule attached here as "schedules."
- * Furnish customer with a copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection.
- * Improve or repair the equipment upon proper authorization from the customer. Labor and materials will be charged at Brandt's rate of charge in effect at the time the work is performed.
- * In the case of Full Service Maintenance Agreements, Brandt will perform repairs at no additional cost. Determination as to the type of repair or replacement of any equipment or part thereof shall be made in accordance with Brandt's judgment.
- * Instruct the customer in the operation of equipment to provide for greatest operating efficiency.
- * Provide the customer with preferential service over regular service activity.
- * Complete operating log form for Agreement covered equipment and present to owner.

Customer agrees to:

- * Operate the subject equipment in accordance with Brandt's instructions and manufactures recommendations.
- * Promptly notify Brandt of any unusual operating conditions.
- * If Full Service Maintenance Agreement is selected, permit only Brandt to work on the subject equipment.
- * Provide access to all equipment during normal working hours.
- * Perform additional maintenance when needed as outlined by manufacture.

Service Agreement does not include coverage of the following:

- * Equipment cabinets.
- * Ductwork and air distribution devices.
- * Water supply and drain beyond the subject equipment.
- * Repair or replacement of heat exchangers in gas fired furnaces and duct heaters.
- * Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger.
- * Moving or relocation of the subject equipment.
- * Repairs due to freezing.
- * Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies.
- * Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatever beyond the control of Brandt.
- * Electrical components associated with the equipment including: starters, disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work.
- * Water treatment.
- * Piping systems of any nature.
- * Refrigerant is not included in this agreement and will be billed separately.
- * Factory installed controls panels and starters that become obsolete and require manufacture upgrade.



SERVICE MAINTENANCE AGREEMENT GENERAL TERMS & CONDITIONS

Brandt's Service Maintenance Proposal P-20240605-0056 ("Proposal") is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 Term. The commencement date of this Contract is June 01, 2024. This Contract shall continue for a period of 1 Year year(s) from the commencement date and, if so indicated in the Proposal, shall be automatically renewed for each successive year unless cancelled in writing by either party.
- 2 Cancellation. This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.
- 3 Insurance. So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 4 Warranty. Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 5 Service Covenants
Brandt will:
 - (a.) Regularly inspect the Equipment at intervals as specified in the Scope of Work
 - (b.) Furnish Customer with a written copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection;
 - (c.) Improve or repair the Equipment upon proper written authorization from Customer;Customer will:
 - (a.) Operate the Equipment in accordance with Brandt's and manufacturer's instructions;
 - (b.) Perform all manufacturer-recommended maintenance (including, but not limited to, teardown) and provide verification of performance of this maintenance upon Brandt's reasonable request;
 - (c.) Promptly notify Brandt of any unusual operating conditions;
 - (d.) Permit only Brandt personnel or Brandt's designated subcontractors to repair or maintain the Equipment; and
 - (e.) Provide reasonable access to all Equipment during normal working hours and after hours in the case of an emergency repair.
- 6 General Limitations on Scope of Work. Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.



SERVICE MAINTENANCE AGREEMENT GENERAL TERMS & CONDITIONS

- 7 Hoisting/Rigging Operations. Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 8 Work Hours. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 9 Payments. Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 10 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 11 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 12 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 13 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages.
- 14 Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, TO THE PROPORTIONATE EXTENT OF CUSTOMER'S AND BRANDT'S RESPECTIVE NEGLIGENCE AND EXCEPT AS OTHERWISE LIMITED HEREIN, CUSTOMER AND BRANDT AGREE TO INDEMNIFY, DEFEND, AND HOLD ONE ANOTHER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, SUCCESSORS AND EMPLOYEES HARMLESS AGAINST ALL CLAIMS AND DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS CONTRACT. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 10-13 ABOVE.
- 15 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 16 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 17 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 18 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

[illegible]

Preventative Maintenance Inspection:

Complete operating log and record operating temperatures, pressure, voltage and amperages.
Check operating controls.
Check refrigerant charge.
Check compressor oil levels, pressure and temperature.
Check operation of crankcase heater.
Check condenser coils.
Check fan blades.
Visually check for oil and refrigerant leaks.
Review operating log with operator, instruct and advise troubleshooting techniques.
Log operation of equipment.

Annual Maintenance Inspection:

Check oil level.
Perform oil analysis on each refrigerant circuit.
Test and calibrate all safety and operating controls.
Meg compressor motor and record for Owner records.
Leak test machine.
Tighten all electrical connections.
Check and calibrate superheat and sub-cooling for each refrigerant circuit.
Check condenser fan motors and lubricate.
Check condenser coils.
Check refrigerant level.
Log operation of equipment.

Options / Clarifications:

Annually	Condenser coil cleaning
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal Number P-20240605-0056

Accepted by: _____

Preventative Maintenance Inspection:

Lubricate pump bearings per manufacturer's recommendations.
Lubricate motor bearings per manufacturer's recommendations.
Check suction and discharge pressures.
Check mechanical seal for visual leaks.
Check motor voltage and amperage.
Check motor operating conditions.
Check electrical connections and contactors.
Operate pumps and check operation
Log operation of equipment.

Options / Clarifications:

Annually Check alignment
Select Freq.
Select Freq.
Select Freq.

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal Number P-20240605-0056

Accepted by: _____

Preventative Maintenance Inspection:

Check main burner flame
Minor adjust to flame
Check pilot flame
Check gas valve
Check igniters
Check linkages
Check motor amperage if applicable
Check water or steam pressures
Check operating controls
Log operation of equipment. Provide copy to customer.

Options / Clarifications:

Annually	Open Boiler Waterside and Clean
Annually	Open Boiler Fireside and Clean
Annually	Clean Main Burner
Annually	Clean Pilot Assembly
Annually	Clean Heat Exchanger
Annually	Inspect the Venting System for Obstruction, Leakage and Corrosion
Annually	Check and Calibrate Safety Controls
Annually	Record Flue and Stack Gases

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal Number P-20240605-0056

Accepted by: _____



a Southland Industries company



Service Maintenance Agreement

The Brandt Companies, LLC
19001 N. Heatherwilde Blvd., STE 120
Pflugerville, TX 78660
(512) 491-9100

Jake Avanzato
Service Account Manager
jake.avanzato@brandt.us
512-364-9164

Brandt Office Locations:

Austin: 19001 N. Heatherwild Blvd., Pflugerville, TX 78660, 512.491.9100, TACLA30430C/TECL20109/M41312
Dallas: 1728 Briercroft Ct., Carrollton, TX 75006, 972.395.6000, TACLA19981C/TECL20109/M40211
Fort Worth: 1001 NE Loop 820 Ste 300, Fort Worth, TX 76131, 817.626.0033, TACLA64706R/TECL20109/M40211
Houston: 8848 N Sam Houston Pkwy W, Houston, TX 77064, 832.714.3200, TACLA15221C/TECL20109/M40245
San Antonio: 6023 Corridor Pkwy, Ste 100, Schertz, TX 78154, 210.599.6120 TACLA18441C/TECL20109/M41312
Waco: 8175 Robinson Industrial Park Dr., STE 1, Robinson, TX 76706, 254.772.1693 TACLA26979C/TECL20109/M40211



SERVICE MAINTENANCE AGREEMENT

Proposal Date June 05, 2024

Proposal Number P-20240605-0059

Bill to:

Service Location:

Richard Gumbert
Burnet County
101 Buchanan Dr. Ste 4, PO Box 1369
Burnet, TX 78611

Richard Gumbert
Burnet County Jail
900 County Ln
Burnet, TX

We are pleased to offer this proposal to provide the following Service Maintenance Agreement :

Maintenance and Inspection

The Brandt Companies, LLC is pleased to submit the following preventive maintenance proposal pertaining to the specific mechanical equipment at the above referenced site.

Schedule preventive maintenance will be performed on the equipment outlined as per the attached scope pages . Upon completion of each visit, a Brandt operational log form will be completed on each unit, which will detail the operating performances.

Industry standard recommended preventive maintenance procedures will be adhered to as listed in our scope of work of this proposal.

Your investment for this service is as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Total Annual Price	\$5,750.00	\$5,858.00	\$5,975.00

Your payment options will be as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
☐ Annual Payment	\$5,750.00	\$5,858.00	\$5,975.00
☒ Quarterly Payment	\$1,437.50	\$1,464.50	\$1,493.75
☐ Semi-Annual Payment	\$0.00	\$0.00	\$0.00

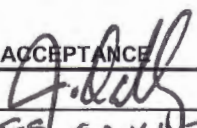
Upon acceptance, Brandt shall furnish service effective June 01, 2024. This Agreement shall continue for a term of 1 Year years from said date and shall be automatically renewed for each successive term unless canceled in writing. This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI).

If this proposal is acceptable, please sign below and return by email to jake.avanzato@brandt.us with a purchase order, if needed.

A signed acceptance must be received prior to our commencing work. Our terms are net ten days from the invoice date, and past due after thirty days.

This proposal is valid for 30 days.

CUSTOMER ACCEPTANCE

Accepted by: 
Name: JAMES OAKLEY
Title: BURNET CO JUDGE
Company: BURNET COUNTY
Date: 6/28/24
PO Number: _____

THE BRANDT COMPANIES, LLC

Accepted by: _____
Name: _____
Title: _____
Date: _____

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

☐ **Full Service Maintenance Agreement (FM)**

Full Service Maintenance Agreement coverage provides for all labor, parts, and material associated with maintaining and repairing the equipment identified in this agreement. This agreement assumes that the equipment listed is in good running, maintainable condition and eligible for coverage under a Full Maintenance Agreement. Should specific maintenances become required by a manufacturer or government entity, which are not covered as part of this agreement the customer shall allow Brandt to perform such work at agreed upon price. If on the first inspection, repairs are required, a proposal for repairs will be submitted for owner's approval. If these repairs are declined, the subject equipment may be removed from the Full Maintenance Agreement coverage at the discretion of Brandt; the price of the agreement will be adjusted accordingly. The proposal indicates the number of inspections Brandt is Agreementually obligated to; however, if additional inspections are required, they will be made as Brandt sees fit.

☒ **Maintenance & Inspection Agreement (M&I)**

A Maintenance & Inspection Agreement provides early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions. All labor, parts, and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the Agreement invoice.

Services Included:

☒ Mechanical Systems	☐ Backflow Preventer Testing	☐ Control Calibration
☐ Filter Service	☐ Infrared Testing	☐ Preferred Customer Billing Rate
☐ Vibration Analysis	☐ Drain Maintenance	☐ Other:
☐ Automation	☐ Eddy Current Testing	☐ Other:

With respect to Service Agreement agreements:

The Brandt Companies, LLC agrees to:

- * Regularly inspect the equipment at intervals as indicated on the specific equipment schedule attached here as "schedules."
- * Furnish customer with a copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection.
- * Improve or repair the equipment upon proper authorization from the customer. Labor and materials will be charged at Brandt's rate of charge in effect at the time the work is performed.
- * In the case of Full Service Maintenance Agreements, Brandt will perform repairs at no additional cost. Determination as to the type of repair or replacement of any equipment or part thereof shall be made in accordance with Brandt's judgment.
- * Instruct the customer in the operation of equipment to provide for greatest operating efficiency.
- * Provide the customer with preferential service over regular service activity.
- * Complete operating log form for Agreement covered equipment and present to owner.

Customer agrees to:

- * Operate the subject equipment in accordance with Brandt's instructions and manufactures recommendations.
- * Promptly notify Brandt of any unusual operating conditions.
- * If Full Service Maintenance Agreement is selected, permit only Brandt to work on the subject equipment.
- * Provide access to all equipment during normal working hours.
- * Perform additional maintenance when needed as outlined by manufacture.

Service Agreement does not include coverage of the following:

- * Equipment cabinets.
- * Ductwork and air distribution devices.
- * Water supply and drain beyond the subject equipment.
- * Repair or replacement of heat exchangers in gas fired furnaces and duct heaters.
- * Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger.
- * Moving or relocation of the subject equipment.
- * Repairs due to freezing.
- * Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies.
- * Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatever beyond the control of Brandt.
- * Electrical components associated with the equipment including: starters, disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work.
- * Water treatment.
- * Piping systems of any nature.
- * Refrigerant is not included in this agreement and will be billed separately.
- * Factory installed controls panels and starters that become obsolete and require manufacture upgrade.

**SERVICE MAINTENANCE
AGREEMENT
GENERAL TERMS & CONDITIONS**

Brandt's Service Maintenance Proposal P-20240605-0059 ("Proposal") is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 Term. The commencement date of this Contract is June 01, 2024. This Contract shall continue for a period of 1 Year year(s) from the commencement date and, if so indicated in the Proposal, shall be automatically renewed for each successive year unless cancelled in writing by either party.
- 2 Cancellation. This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.
- 3 Insurance. So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
 - (A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
 - (B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 4 Warranty. Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 5 Service Covenants

Brandt will:

 - (a.) Regularly inspect the Equipment at intervals as specified in the Scope of Work
 - (b.) Furnish Customer with a written copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection;
 - (c.) Improve or repair the Equipment upon proper written authorization from Customer;

Customer will:

 - (a.) Operate the Equipment in accordance with Brandt's and manufacturer's instructions;
 - (b.) Perform all manufacturer-recommended maintenance (including, but not limited to, teardown) and provide verification of performance of this maintenance upon Brandt's reasonable request;
 - (c.) Promptly notify Brandt of any unusual operating conditions;
 - (d.) Permit only Brandt personnel or Brandt's designated subcontractors to repair or maintain the Equipment; and
 - (e.) Provide reasonable access to all Equipment during normal working hours and after hours in the case of an emergency repair.
- 6 General Limitations on Scope of Work. Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.

SERVICE MAINTENANCE AGREEMENT GENERAL TERMS & CONDITIONS

- 7 Hoisting/Rigging Operations. Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.

- 8 Work Hours. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.

- 9 Payments. Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.

- 10 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.

- 11 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.

- 12 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.

- 13 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages.

- 14 Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, TO THE PROPORTIONATE EXTENT OF CUSTOMER'S AND BRANDT'S RESPECTIVE NEGLIGENCE AND EXCEPT AS OTHERWISE LIMITED HEREIN, CUSTOMER AND BRANDT AGREE TO INDEMNIFY, DEFEND, AND HOLD ONE ANOTHER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, SUCCESSORS AND EMPLOYEES HARMLESS AGAINST ALL CLAIMS AND DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS CONTRACT. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 10-13 ABOVE.

- 15 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.

- 16 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.

- 17 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.

- 18 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

EQUIPMENT LIST

Preventative Maintenance Inspection:

Complete operating log and record operating temperatures, pressure, voltage and amperages.
Check operating controls.
Check refrigerant charge.
Check compressor oil levels, pressure and temperature.
Check operation of crankcase heater.
Check condenser coils.
Check fan blades.
Visually check for oil and refrigerant leaks.
Review operating log with operator, instruct and advise troubleshooting techniques.
Log operation of equipment.

Annual Maintenance Inspection:

Check oil level.
Perform oil analysis on each refrigerant circuit, if applicable.
Test and calibrate all safety and operating controls.
Leak test machine.
Tighten all electrical connections.
Check and calibrate superheat and sub-cooling for each refrigerant circuit.
Check condenser fan motors and lubricate.
Check condenser coils.
Check refrigerant level.
Log operation of equipment.

Options / Clarifications:

Annually	Condenser coil cleaning
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	
Select Freq.	

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal Number P-20240605-0059

Accepted by: _____