



Estimate: #24-00039931

Choice Partners# CSP-22-049MF

January 25, 2024

Williamson County  
Williamson County Jail  
508 Rock Street  
Georgetown Texas

Attn: Joe Piefer

**SUBJECT: VAV and Duct Heater Replacements**

Thank you for the opportunity to offer our proposal for the above subject project. Our bid includes the following items related to the installation of the HVAC:

**I. BID DOCUMENTS:**

- RFP/Bid Instructions: Verbal
- Drawings: Jail Expansion\_M Sheets\_2005, JCEXpan019\_M0.10\_Mechanical Cover Sheet, JCEXpan023\_MJ1.12\_Jail Addition Second Level Plan

**II. MECHANICAL SCOPE OF WORK:**

1. Labor, material, and equipment for the replacement of the following CVAV Listed below:

- |             |              |              |
|-------------|--------------|--------------|
| a. CVAV 1.1 | f. CVAV 1.10 | k. CVAV 2.7  |
| b. CVAV 1.4 | g. CVAV 1.13 | l. CVAV 2.10 |
| c. CVAV 1.6 | h. CVAV 2.1  | m. CVAV 2.12 |
| d. CVAV 1.8 | i. CVAV 2.2  | n. CVAV 2.15 |
| e. CVAV 1.9 | j. CVAV 2.3  | o. CVAV 2.16 |

2. CVAV Equipment listed above including the following:

- |   |                                 |
|---|---------------------------------|
| • (15) Price Series Fan Powered Terminal Unit (4-5 week lead time)                      | • Disconnect                    |
| • CVAV 1.9, 1.10, 1.13, 2.1, 2.2, 2.3, 2.10, 2.15, and 2.16 includes 5 Day Quick Build. | • Single point power connection |
| • 277V/1 - PSC motor  | • 1" Fiberglass liner           |
| • Electric heater   | • Hanger brackets               |
| • Controls enclosure  | • Screw access panel            |
| • Airflow switch  | • 1" MERV 3 filter              |
|   | • (1) Set spring hangers        |

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
19001 N. Heatherwilde Blyd, Ste. 120 Pflugerville, TX 78660 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	2502 Gravel Drive Fort Worth, TX 76118 817.626.0033 TACLA 00060298C TECL 20109 M 40211	13810 Hollister Drive, Ste. 100 Houston, TX 77086 832.714.3200 TACLA 15221C TECL 20109 M 40245	6023 Corridor Parkway, Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	205 Schroeder Dr. Waco, TX 76710 254.772.1693 TACLA 26979C TECL 20109 M 40211



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3. Labor, material, and equipment for the replacement of the following CVAV Listed below:
  - a. CVAV 1.3
  - b. CVAV 2.4
  - c. CVAV 2.5
  - d. CVAV 2.6
  - e. CVAV 2.8
  - f. CVAV 2.9
  - g. CVAV 2.11
  - h. CVAV 2.14
  - i. CVAV 2.18
4. CVAV Equipment listed above including the following:
  - (9) Greenheck Model IDHB insert type duct heater (4-5 week lead time)
  - CVAV 2.6 and 2.9 includes 5 Day Quick Build
  - 15"x15" Open coil slip in heater
  - 480V/3
  - 3-Stage
  - 24 VAC Control voltage
  - Adjustable airflow switch
  - Unfused controls transformer
  - Disconnect
  - Fan interlock relay
  - Right configuration option
5. The following work will be performed on regular time.
6. Brandt to remove ceiling tiles and grid prior to work being performed.
7. Disconnect and remove Ductwork from VAV boxes being replaced.
8. Demo and scrap VAV/FPB boxes associated with this work.
9. Demo and scrap VAV external duct heater associated with this work.
10. Install new VAV/FPB in same location as existing. Provide new spring isolators. Hangers and supports to match existing.
11. Provide and install new Duct Heater in down stream ductwork.
12. Rework and modifications to Ductwork only as required.
13. Electrical to VAV and Duct Heater as follows:
  - Disconnect and remove Electrical from VAV boxes being replaced.
  - Extend electrical cabling for VAV boxes where heating enclosure will be moved down stream in the duct work.
  - Reconnect electrical cabling to new VAV boxes and heaters.
  - Verify voltage and rotation at termination points.
14. HVAC equipment start-up, Commissioning, Warranty and Owner-training.
15. Provide insulation for newly installed ductwork. Insulation to match existing fiberglass insulation.
16. Reinstall previously removed ceiling grid and tiles. Replace any broken tiles as needed.
17. Payment and Performance Bonds.
18. Permit and License Fees if required.



#### **IV. EXCLUSIONS:**

1. Sales or Remodel Taxes.
2. Pre and Post HVAC Test & Balance.
3. HVAC-DDC Building Automation Controls.
4. Replacement of electrical disconnects or breakers
5. Removal or disconnect of any piping.
6. Removal or installation of sheetrock.
7. Provide or installation of any access panels.
8. Fire or Fire/Smoke Dampers, except where shown on Mechanical Drawings.
9. Smoke detectors, sensors, strobes, wiring or interface with Fire Alarm system.
10. Relocation of furniture, equipment, or personnel for access to work areas.
11. Temporary utilities or spot cooling/heating during construction.
12. Liquidated or consequential damages.
13. Medical Testing or Training, Badging, Security, Background Checks or Parking Fees.
14. Cleaning existing air devices.
15. Protecting existing air devices during construction.
16. Mechanical, Electrical or Structural Engineering services.
17. Maintenance, Warranty, or repairs to existing equipment.
18. Repairs due to existing Code violations.
19. Installation of barricades or plastic sheeting for safety, noise, or dust control.
20. Saw-cutting, core drilling or block-outs for piping and duct penetrations.
21. Concrete patching, pour-back or grouting of cored holes or saw-cut trenches.
22. Patching, painting or touch-up of any floors, walls, or ceilings.
23. Architectural caulking of floor, wall, or ceiling penetrations.
24. Any added Structural support required for new HVAC equipment.
25. Cleaning of existing ductwork.
26. Painting or priming of equipment, fixtures, ductwork, or piping.
27. Installation of heat tracing for exposed piping.
28. Architectural louvers or access panels.
29. Fire Protection piping, smoke or heat detectors, and alarms.
30. Sterilization or chlorination of domestic water systems.
31. Asbestos and mold testing, removal, or remediation.

#### **V. CLARIFICATIONS:**

1. **Brandt will not perform any work due to any inaccessible areas due to hard ceilings or obstructions.**
2. **Brandt is not responsible for repairing preexisting issues on VAV boxes which only require duct heaters replacement.**
3. **This proposal does *not* include TAB and is based on existing conditions per site survey; any mechanical changes could impact existing building HVAC systems including balance. Brandt recommends a pre-construction and post-construction TAB profile to proactively identify potential issues.**
4. **VAV fan enable /disable BAS programming must be altered for continuous fan while occupied prior to start up.**
5. **All new equipment will have three stages of electric heat capabilities.**
6. **Brandt based equipment replacement selection on customer provided existing equipment schedule.**



7. Brandt assumes the customer has a valid existing asbestos survey, and there are no VOC elements related to this scope of work.
8. Any lead times shown start from time of approved submittals and are subject to change.
9. Due to the current volatility in commodity material costs that underlies our pricing, Brandt's proposal will expire 30 days from the date above. After that period, Brandt's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance.
10. Brandt's proposal is conditioned upon prompt award of the project contract, in sufficient time to allow approval of submittals and procurement of materials and equipment in order to meet the project schedule.
11. Brandt reserves the right to review and approve all contract conditions as a condition of this proposal offer. Brandt's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract documents that purports to exclude or supersede the conditions of this proposal is expressly rejected.
12. Brandt will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. Brandt will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually agreed upon price. If Brandt is directed to proceed and time is of the essence, Brandt will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Brandt's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 30 days. Brandt's proposal is expressly conditioned up on the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents.

#### VI. SUMMARY PRICING:

• RS Means Total:	\$	348,243
• Total W/Coefficient (0.85 RS Means):	\$	296,007
• Payment & Performance Bond:	\$	5,440
• Total Sale Price (less Tax):	\$	301,447

Please do not hesitate to call if you need clarification or have any questions. This Estimate is valid for 30 days.

Sincerely,

**JAMES KING | SERVICE ACCOUNT MANAGER**

THE BRANDT COMPANIES, LLC

D 512.491.9100 | M 512.470.1391

[james.king@brandt.us](mailto:james.king@brandt.us) | [www.brandt.us](http://www.brandt.us)



**Brandt's 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. **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 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 workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
2. **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.
3. **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.
4. **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 7:00 am to 3.30 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.



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5. **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 through cancellation date.
6. **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.
7. **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.
8. **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any provision to the contrary herein, Customer and Brandt mutually and expressly waive all claims (including, but not limited to, pass-through claims by Owner or Brandt) against one another for consequential damages regardless of the basis of the claim or the theory of recovery upon which such claim may be based. These damages include, but are not limited to lost revenue and profit, loss of goodwill, loss of use or opportunity, cost of substitute goods, services or facilities and cost of capital, regardless of the foreseeability of such damages. 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 waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
9. **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 7-10 ABOVE.

10. **Hazardous Materials.** Brandt shall bear no responsibility or liability for the identification or removal of hazardous waste, chemical or substances existing on or at the job site (including, but not limited to, asbestos) which were not created or brought onto the site by Brandt. Should Brandt discover such hazardous waste, chemicals or substances on or at the site, Brandt shall (without any penalty for associated delay) immediately stop work and notify Customer, who shall have sole and exclusive responsibility for rectifying or remediating the hazardous waste, chemical or substance. Brandt shall not return to work until Customer has provided written confirmation that the hazardous waste, chemical or substance has been removed or remediated and it is safe for Brandt to resume the Work. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY LAW, CUSTOMER EXPRESSLY AGREES TO INDEMNIFY AND HOLD BRANDT HARMLESS FROM ANY AND ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH THAT MAY BE BROUGHT AGAINST BRANDT IN CONNECTION WITH THE EXISTENCE OF OR EXPOSURE TO HAZARDOUS WASTE, CHEMICALS OR SUBSTANCES EXISTING AT OR ON THE SITE. THIS INDEMNITY APPLIES REGARDLESS OF THE BASIS FOR THE CLAIM, REGARDLESS OF WHO EMPLOYS THE CLAIMANT AND REGARDLESS OF THE TYPE OF DAMAGES SOUGHT OR BY WHOM SUCH DAMAGES ARE SOUGHT.**
11. **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.
12. **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.
13. **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.



14. **Force Majeure.** Brandt and Customer agree that an extension of time is appropriate if Brandt's work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the control of an affected Party, and which is not caused by an act or omission of a Party, which results in a delay in, or total or partial failure of, performance of the affected Party (other than in the obligation to make payments) after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy, avoid or limit the impact of the event.
15. **Force Majeure-Definition.** Force Majeure Events include Acts of God, severe and unforeseeable weather conditions, earthquakes that cause material damages to the structure requiring an engineering assessment of the damages prior to continued use of the facility or continuation of the Work, war and fire or explosions other than from construction equipment or supplies under control of Brandt. Public health emergencies (including, but not limited to, epidemics and pandemics), declared by a governmental agency shall be treated as Force Majeure Events. Force Majeure Events do not include (i) shortage of, inability to obtain, or increased cost of labor, equipment, materials or transportation, (ii) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (iii) insolvency or change in economic circumstances, (iv) change in market conditions, (v) changes in laws or regulations affecting the performance of the work that should have been foreseeable or anticipated or that are part of the ordinary cost of doing business, or (vi) events involving a previous or existing condition at or before the Effective Date.
16. **Prompt Payment Act.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
17. **Sovereign Immunity.** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.
18. **Right to Audit.** Brandt agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Brandt which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Brandt agrees that the County shall have access during normal working hours to all necessary Brandt facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Brandt reasonable advance notice of intended audits.





**BRANDT**

**CUSTOMER ACCEPTANCE:**

WILLIAMSON COUNTY, TEXAS

Accepted By: Bill Gravell  
Bill Gravell (Jan 26, 2024 14:00 CST)

Name: Bill Gravell

Title: County Judge

Date: Jan 26, 2024

**CONTRACTOR:**

The Brandt Companies, LLC

Accepted By: [Signature]

Name: James Marek

Title: SVP & GM

Date: 1/26/2024