



## Agreement for Services and Goods

**(Cooperative Contract #CSP-22-049MF)**

This Agreement for Services and Goods ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County") and The Brandt Companies, LLC. ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The County desires to retain Contractor for the services and goods relating to Williamson County Jail North Rooftop Chiller Valves (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete services and furnish all goods, materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the County's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

**ARTICLE 2 CONTRACT PRICE:** County agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Forty-Two Thousand Eight Hundred Six Dollars (\$42,806.00)** in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the plans, requirements and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

### ARTICLE 4 CONTRACT TIME:

**4.1** Contractor shall commence the Work upon instruction to do so from the County and shall achieve Final Completion within **ninety-five (95) calendar days** from the date the Work is commenced. County shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for Final Completion of the work is an essential element of the Agreement.

### ARTICLE 5 PAYMENT TERMS:

**5.1 Invoices and Payment.** On or before the last day of each month during the performance of the Work to be provided under this Agreement, Contractor shall submit a sworn statement to the County, along with any other support documentation required by the Williamson County Auditor, setting forth the services which were completed by Contractor during such period and the compensation which is due. In the event the statement includes charges based upon hourly billing

rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors or subconsultants for which the Contractor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Contractor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct. The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Contractor to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

**5.2 Interest and Late Payments.** County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by 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 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.

In the event that an error appears in a statement submitted by Contractor, County shall notify Contractor of the error not later than the twenty first (21st) day after the date County receives the statement. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the statement submitted by Contractor beginning on the date that the payment for the statement became overdue. If the error is resolved in favor of the County, Contractor shall submit a corrected statement that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected statement is not paid by the appropriate date.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall render, diligently and competently in accordance with the highest standards used in the profession or industry, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County in accordance with County's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Contractor be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable

requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the County informed of the progress and quality of the Work.

**6.5 Insurance.** Contractor must comply with the following insurance requirements at all times during this Agreement:

**6.5.1 Coverage Limits.** Contractor, at Contractor's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:

- .1 Worker's Compensation in accordance with statutory requirements.
- .2 Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- .3 Employer's Liability as follows:

Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
- .4 Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
- .5 Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**6.5.2 Certification of Coverage.** Prior to the performance of any Work, Contractor shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Contractor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Contractor hereunder.

**6.5.3 Additional Insureds; Waiver of Subrogation.** "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess

and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**6.5.4 Certificate Holder.** The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas  
C/O: Williamson County Risk Management  
301 SE Inner Loop  
Georgetown, TX. 78626  
Email: [coi.submission@wilco.org](mailto:coi.submission@wilco.org)

**6.5.5 Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- .1 County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

Williamson County, Texas  
C/O: Williamson County Risk Management  
301 SE Inner Loop  
Georgetown, TX. 78626  
Email: [coi.submission@wilco.org](mailto:coi.submission@wilco.org)

- .2 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**6.5.6 Notices by Contractor.** Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Contractor shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**6.5.7 Premiums and Deductible.** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$100,000 in the Contractor's insurance must be declared and approved in writing by County in advance.

**6.5.8 Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of

at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

**6.5.9 No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Contractor, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

**6.5.10 Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor's/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Contractor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for subcontractor/subconsultant; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Contractor hereunder.

Contractor shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Contractor must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractors/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

**6.5.11 Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Contractor shall be borne solely by Contractor.

## **ARTICLE 7 INDEMNITY:**

**7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR

ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**7.2** Except for the obligation of County to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 8 WARRANTY:**

**8.1** Contractor hereby warrants that the materials, goods and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the County; that the services provided will be free from faults and defects; and that the services and goods will conform with the requirements of the plans, specifications, requirements and the terms of this Agreement.

**8.2** In addition to any other warranties provided under this Agreement, Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment.

## **ARTICLE 9 TERMINATION OR SUSPENSION OF THE AGREEMENT**

**9.1 Termination by Contractor.** If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the County, terminate the Agreement and



recover from the County payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

- 9.1.1 Issuance of an order by a court or other public authority having jurisdiction that requires all Work to be stopped;
- 9.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 9.1.3 Because the County has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the County has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or
- 9.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

**9.2 Termination by the County for Cause.** The County may terminate the Agreement if the Contractor:

- 9.2.1 Fails to commence the Work in accordance with the provisions of the Agreement;
- 9.2.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 9.2.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 9.2.4 Fails to perform any of its obligations under the Agreement;
- 9.2.5 Fails to make prompt payments when due to its subcontractors and suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 9.2.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 9.2.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 9.2.8 Has not met or in County's opinion will not meet the date of Final Completion set forth in the Agreement.

**9.3** When the County terminates the Agreement for one of the reasons stated in **Section 9.2**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under **Section 9.2**, then the termination shall be considered a termination for convenience, as provided below. If the unpaid balance of the Contract Price exceeds costs of finishing the Work at the time of a termination for one of the reasons stated in **Section 9.2**, including compensation for expenses made necessary thereby, and other damages and costs incurred by the County in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the County.

**9.4 Suspension by the County for Convenience.** The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

#### **9.5 Termination by the County for Convenience**

**9.5.1** The County may, at any time, terminate the Agreement for the County's convenience and without cause.

**9.5.2** Upon receipt of written notice from the County of such termination for the County's convenience, the Contractor shall:

**9.5.2.1** Cease operations as directed by the County in the notice;

**9.5.2.2** Take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

**9.5.2.3** Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**9.5.3** Upon County's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS:**

**10.1 Audits.** Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

**10.2 Assignment.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

**10.3 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the County is a party.



**10.4 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**10.5 Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or County for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

**10.6 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**10.7 Relationship of the Parties.** Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give County the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of County in the results of the Work only. County shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall County have the power to direct the order in which Contractor's Work is performed under this agreement. County and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of County for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by County.

**10.8 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**10.9 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by County.

**10.10 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**10.11 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement,

including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**10.12 Entire Agreement & Incorporated Documents; Conflicting Terms.** This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Cooperative Contract #CSP-22-049MF; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

5. This Agreement between County and Contractor;
6. Exhibit "A" – Plans and Specifications;
7. Cooperative Contract #CSP-22-049MF; and
8. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

**COUNTY:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

The Brandt Companies, LLC

By:  \_\_\_\_\_

Printed Name: Kevin Bradley

Title: Director of Special Projects

Date: 7/15/2025

## **Exhibit "A"**

### **Plans, Requirements and Specifications**

**Location of Work: Williamson County Jail, 508 Rock Street, Georgetown, TX 78626**

#### **Scope of Work:**

1. Current lead time for control valves (5 to 6 weeks)
2. Conduct a pre-test and balance on the existing three chillers.
3. Turn off each chiller one at a time. Turn off the pump and close ISO valves.
4. Drain chilled water return piping at the chiller. Cut out one section to install the new control ISO valve.
5. Groove two sections of 4" piping and install (3) four-inch (Belimo part# F6100L+JRBUP-3-T) control ISO butterfly valves with Victaulic clamps (1) per chiller.
6. Fill chilled water return piping and remove any air in system.
7. Open the ISO valves, turn on the pump, and put the chillers back into operation.
8. Controls the Scope of Work:
  - a. Provide a Single Expander Module for Added Valve Outputs As Required.
  - b. Actuator Low Voltage Termination.
  - c. Update Programming and Graphics As Required.
  - d. Provide web-based Automated Logic WebCTRL Graphical User Interface (GUI) software.
  - e. Provide all programming, database configuration, and graphics for the GUI.
  - f. Verify proper operation of system inputs, outputs, and sequences.
9. Insulate piping and new control valves to match existing insulation.
10. Perform final Test & Balance.

#### **EXCLUSIONS:**

1. Sales or Remodel Taxes.
2. Overtime or afterhours work.
3. Liquidated or consequential damages.
4. Bid, Payment or Performance Bonds.
5. Fees if customer will pay via credit card, please contact Brandt if this is desired for a non-marked up ADD.
6. Payment application fees, if required for electronic submission.
7. Lightning Protection modifications.
8. BIM, BIM Coordination, Engineering fees unless specifically noted in "Scope of Work".
9. Business interruptions or losses resultant there from consequential damages.
10. Mechanical, Electrical or Structural Engineering services.
11. BIM or 3D Modeling Coordination.
12. Any lightning protection scope.
13. Maintenance, Warranty, or repairs to existing equipment.
14. Repairs due to existing Code violations.
15. Temporary utilities or spot cooling/heating during construction.
16. Electrical wiring of any Mechanical equipment or devices, except DDC Controls.

17. Chemical Water Treatment for hydronic piping systems.
18. Hazardous waste removal if encountered.
19. Flushing loop(s) for mechanical piping systems.

**CLARIFICATIONS:**

1. Current lead time for control valves (5 to 6 weeks)
2. If any isolation valves don't hold during the installation of control valves, work will stop, and Brandt will provide the customer with a quote to replace them.
3. This proposal includes Brandt's standard time allocated to attend coordination meetings. Any additional meeting requirements by GC or Owner will incur costs.
4. This proposal outlines the standard testing requirements for any new piping systems as set by Brandt. Testing includes an air pressure test at 150 psi or 1.5 times the normal operating pressure, lasting no more than one hour. Please note that any additional testing requirements beyond these standards will incur extra costs.
6. All warranties for new equipment provided and installed by Brandt as listed in the scope of work shall begin on the date the equipment is started up.
7. Brandt's pricing is contingent upon lead times of equipment arriving in a timely manner and does not include provisions for any off-site equipment storage.
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.



**Existing Rooftop Chiller:**





