



4/11/2025

Travis Swanson

City of Killeen

Arch: N/A

Eng: N/A

Plans: N/A

Specs: N/A

Addendas: N/A

Subj: **Killeen Fire Station #9 HVAC Retrofit Pricing- REV 2**

**BuyBoard # 733-24**

Scope: Mechanical, Electrical, Plumbing

Thank you for the opportunity to price this work. Brandt's price for the scope listed above is:

Total Budget Pricing for construction	<b>\$773,500</b>
Deduct for Standalone controls	<b>-\$66,500</b>

Attached to this document you will find any bid forms requested. All breakouts are for accounting purposes only.

**A) Scope Includes:**

- 1) Provide and install new VRF system to service FS#9, provided with Make-up Air Units for fresh air supply
- 2) Demolition and removal of existing VRF system and piping
- 3) Removal and repair of drywall and ceilings where required for replacement of system
- 4) Electrical design and modifications to support new Equipment
- 5) At this time Brandt has assumed that existing electrical panels have capacity for new equipment based on a preliminary overview of existing drawings.
- 6) Test and balance of system
- 7) Comissioning of new equipment
- 8) Tie in VRF and DOAS to BACnet via Tempset controls

**B) Terms and conditions:**

- 1 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.
- 2 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 upon the acceptance of this provision and this provision is incorporated by reference into any applicable contract document & supersedes any provision to the contrary in those contract documents.
- 3 Brandt assumes they will be given clean access to the work; given in a sequential and methodical order that does not restrict the flow of work. Should the flow of the project reflect otherwise, Brandt reserves the right to a pricing adjustment that reflects costs associated with such a change in project work conditions.
- 4a 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.

- 4b 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.
- 5 Based on current cost volatilities, proposal is valid for 30 calendar days from the date on this proposal.
- 6 **Payment terms: Brandt will invoice 25% upon contract award for mobilization and procurement. Remainder to be invoiced as monthly WIP billings.**

#### **C) Clarifications:**

- 1 Brandt assumes prompt award will allow sufficient time for submittal approval & procurement to meet schedule
- 2 Brandt assumes the work will be performed on a standard 5 day/40 hour week
- 3 Brandt assumes that this project does NOT have any controlled insurance program (CIP) requirements
- 4 Brandt assumes that this project does NOT have any Davis Bacon Wages requirements
- 5 Brandt assumes the MEP and structural designers have coordinated so all structure can support MEP systems
- 6 Brandt assumes use of permanent installations for all conditioning and testing during construction
- 7 Brandt uses SMACNA 2005 for duct construction & will leak test 10-25% of duct at pressures  $\geq +4"$  WG
- 8 Brandt uses ONLY acceptable manufacturers per specifications
- 9 Brandt assumes all expansion devices/considerations are shown on contract drawings
- 10 Brandt assumes any storm/overflow drain systems installed as NHCI require restraints for fittings  $\geq 5"$
- 11 Brandt assumes welding inspections, including visual and/or X-ray, are paid for by owner

#### **D) Exclusions:**

- 1 Payment and performance bond
- 2 Sales tax, remodel tax
- 3 **Credit card fees, Brandt is NO LONGER ACCEPTING credit card payments for construction**
- 4 Acoustical caulking
- 5 Badging, orientation, or special training required for workers to be onsite
- 6 Plumbing work of any kind other than condensate drains
- 7 Blank-offs between slot diffusers (assume provided and installed by ceiling installer)
- 8 Camera or scoping work for any plumbing/piping systems
- 9 Cathodic protection or grounding (assumed by electrical contractor)
- 10 Composite crew cleanup (Brandt will perform daily cleanup of Brandt's waste)
- 11 Costs for unproductive labor if a third party requires all onsite personnel to attend safety or other meetings
- 12 Delegated design or design services of any type
- 13 Duct cleaning
- 14 Duct lagging or any other type of lagging/gypsum board work
- 15 Energy management system, raceway, or wiring including (but not limited to) interlock wiring
- 16 Fingerprinting, background checks, or any other security clearance costs
- 17 Fire alarm interlocks
- 18 Fire watch and/or ladder watch of any kind
- 19 Gas meters providing primary service (assume to be provided and installed by the utility provider)
- 20 Heat tracing or any power, wiring, or circuits for heat tracing not clearly shown on electrical drawings

- 21 Installation, unpacking, handling, or storage of owner-furnished equipment
- 22 Investigation, testing, remediation, abatement or any other work relating to asbestos risk management
- 23 Irrigation, gutter, or fire protection systems
- 24 LEED certification and/or City of Dallas Green Construction Code plan review/building inspections
- 25 Louvers not specifically listed in the scope above (assumed to be provided/installed by others)
- 26 Membrane installation, removal, or concrete work for any membrane type drain devices
- 27 Miscellaneous steel/members to support Brandt scope; assume structure provided by others will support
- 28 Modeling, BIM, or any shop drawing work (assume field is working off contract drawings)
- 29 Modifications of existing systems for current code compliance
- 30 Negative air machines or maintaining temporary positive/negative pressures for renovation
- 31 Painting and/or paint preparation of any kind other than touch-up on Brandt equipment if required
- 32 Personnel and material hoisting cost of any kind
- 33 Scheduled overtime and/or shift work
- 34 Seismic isolation or accommodation of any type
- 35 Short or long-term maintenance on equipment
- 36 Starters & disconnects for equipment not furnished by Brandt
- 37 Structural supports requiring professional engineering/P.E. stamp (assume by structural designer or installer)
- 38 Subsoil or other drainage systems not specifically shown on plumbing drawings
- 39 Third party commissioning
- 40 Temporary heating of cooling of building during replacement work
- 41 Warranty on systems and/or equipment not provided by Brandt

#### Customer Acceptance

Accepted By:
Name:
Title:
Company:
Date:

#### The Brandt Companies, LLC

Accepted By:	<b>R.Cody Wetsel</b>	<small>Digitally signed by R.Cody Wetsel DN: cn=R.Cody Wetsel, o=Brandt, email=Cody.Wetsel@brandt.us Date: 2025.04.11 12:23:37 -0500</small>
Name:	Cody Wetsel	
Title:	Director	
	The Brandt Companies, LLC	
Date:	4/11/25	

We appreciate your consideration of our firm and look forward to working with you.

Respectfully,

**Cody Wetsel, Director- Integrated Projects, 254.252.2472**

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M41312	M40211	M40211	M40211	M41312	M40211

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