

Project ID 25-38

Nov 12, 2025

City of Killeen

SUBJECT: Generator Acquisition and Continued Support at Fire Station #4- Rev 4

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 Electrical:

I. DOCUMENTS:

- RFP/Bid Instructions: 25-38
- Drawings: Killeen Fire Station No.4 & EOC Dated 9-26-2023 IFB Project ID 24-11
- Specifications: Killeen Fire Station No.4 EOC/Training Facility Project ID 24-11
- **Brandt has ensured that quoted equipment complies with specifications and drawings for original building that were previously issues as part of Project 24-11. These specifications were more stringent and detailed than those contained in current RFP 25-38. Our proposal complies with both.**

II. SCOPE OF WORK:

1. Provide and install Basis of Design Cummins Generators
2. Provide and install Load banks, ATS and MTS as specified.
3. Installation and final connection of equipment listed above.
4. Commissioning and startup of equipment listed above.
5. Hoisting and rigging required for setting of equipment
6. Provide and install wiring for connection of equipment to building per post bid walk

III. EXCLUSIONS:

1. TERP tax.
2. Sales or Remodel Taxes (exempt).
3. Overtime or afterhours work.
4. Any installation of required conduit, wire, or terminations. All wiring and conduit from building to generators is assumed to be provided by building electrical contractor as part of a separate scope of work. Brandt has included connections and wiring at the generator pad itself. All wiring, conduit and connections to buildings should be existing or completed by others.
5. Installation of the ATS or MTS docking station by others.

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DALLAS

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Carrollton, TX 75006
972.395.6000
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FORT WORTH

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HOUSTON

8848 N Sam Houston Pkwy W., Ste 410
Houston, TX 77064
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SAN ANTONIO

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WACO

8175 Robinson Industrial Park Blvd., Ste 1
Robinson, TX 76706
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6. Mechanical, Electrical or Structural Engineering Services.
7. Bid or Performance Bonds.
8. Coordination, arch-fault, short circuit study or third-party testing.
9. Any work with Controls, interlocks, fire system or Building automation systems.
10. Lightning Protection modifications.
11. Furnish / install of any new electrical services, metering or energy management systems. We are assuming that the capability within the existing gear package to provide the required power
12. Utility company charges or power conditioning.
13. BIM, BIM Coordination, Engineering fees unless specifically noted in "Scope of Work".
14. Energy or Green construction codes, LEED, alt. energy codes or seismic certifications and compliance.
15. BIM or 3D Modeling Coordination.
16. Maintenance, Warranty or repairs to existing equipment.
17. Repairs due to existing Code violations.
- 18. Concrete pad work of any nature. Pads are existing and were poured to match the quoted Cummings equipment**

IV. CLARIFICATIONS:

1. COVID protocols can be added for additional costs, if required.
2. This proposal is based on preliminary engineering design. If final design results in changes to equipment selections or electrical plans additional cost may be incurred.
3. 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.
4. 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.
5. 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.
6. 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.

7. Payment Terms: Brandt will invoice 25% upon contract award for procurement of equipment. Remainder to be invoiced as monthly progress billings.

V. PRICING:

Base Electrical:	\$749,000
Add Alt: Additional Electrical Wiring	\$88,000

PRICING Breakouts of Above

450KW Generator Package:	Mobilization:	\$18,000
	ATS:	\$18,000
	Generator:	\$340,000
	MTS:	\$10,000
	Rigging:	\$5,000
	Installation Labor:	\$14,000
	Supervision:	\$12,000
Wiring Alternate:	Material:	\$17,000
	Install Labor:	\$38,000
	Supervision:	\$33,000
250KW Generator Package:	Mobilization:	\$2,000
	ATS:	\$12,000
	Generator:	\$290,000
	MTS:	\$9,000
	Rigging:	\$1,000
	Installation Labor:	\$14,000
	Supervision:	\$4,000

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

Sincerely,



CODY WETSEL | DIVISION MANAGER- WACO

THE BRANDT COMPANIES, LLC

M 254.252.2472

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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.
5. **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.
6. **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.
7. **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.
8. **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.

9. **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.
10. **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.
11. **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, 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.**
12. **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.

13. **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.
14. **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.
15. **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 cause 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.
16. **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.