



5/25/2023

City of Killeen

Arch: N/A  
Eng: N/A  
Plans: N/A  
Specs: N/A  
Addendas: N/A

## BuyBoard # 638-21

Subj: **Killeen Fire Station #8 & #1 Duct Replacement Rev-3**

Scope: Mechanical

Thank you for the opportunity to price this work. Brandt's price for the scope listed above is: **\$81,260**

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 ductwork from supply trunk to serve area indicated by area remediation markup for Firestation #8. New ductwork and grilles to be insulated.
- 2 Provide and install Qty (2) ceiling transfer air grille in each exterior room space to allow attic ventilation
- 3 Demo of existing flex ductwork and ceiling grilles is excluded (assumed performed by other prior to Brandt's work)
- 4 Firestation #1 to receive new ceiling transfer grilles only- no ductwork remediations

### **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 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.
- 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 21 calendar days from the date on this proposal.
- 6 Payment Terms: Brandt will Invoice monthly progress billing for this project

**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 will provide caulking for Brandt penetrations only in order to maintain fire and/or smoke ratings
- 4 Brandt assumes that this project does NOT have any controlled insurance program (CIP) requirements
- 5 Brandt assumes that this project does NOT have any Davis Bacon Wages requirements
- 6 Brandt assumes the MEP and structural designers have coordinated so all structure can support MEP systems

**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 Modifications to any ductwork or grilles in other building areas
- 6 Modifications to any main branch ductwork
- 7 Delegated design or design services of any type
- 8 Duct cleaning
- 9 Fire alarm interlocks
- 10 Fire watch and/or ladder watch of any kind
- 11 Installation, unpacking, handling, or storage of owner-furnished equipment
- 12 Investigation, testing, remediation, abatement or any other work relating to asbestos risk management
- 13 Mold removal
- 14 Miscellaneous steel/members to support Brandt scope; assume structure provided by others will support
- 15 Modeling, BIM, or any shop drawing work
- 16 Modifications of existing systems for current code compliance
- 17 Scheduled overtime and/or shift work
- 18 Seismic isolation or accommodation of any type
- 19 Test and balance or third party commissioning
- 20 Warranty on systems and/or equipment not provided by Brandt
- 21 Any work over Hard Ceiling areas. All work area observed to be drop ceiling.
- 22 Modifications to any return ductwork

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

Respectfully,

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

<b>Austin</b>	<b>Dallas</b>	<b>Fort Worth</b>	<b>Houston</b>	<b>San Antonio</b>	<b>Waco</b>
TACLA30430C	TACLA19981C	TACLA00060298C	TACLA15221C	TACLA18441C	TACLA26979C
TECL20109	TECL20109	TECL20109	TECL20109	TECL20109	TECL20109
M41312	M40211	M40211	M40211	M41312	M40211

*Regulated by The Texas Department of Licensing & Regulation, PO Box 12157, Austin, TX 78711, 1-800-803-9202*



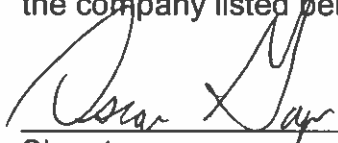
## Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

  
\_\_\_\_\_  
Signature

Oscar Garza  
Printed Name

5/11/2023  
Date

The Brandt Companies, LLC  
Company Name

Senior VP/GM  
Title