BRANDT

MAINTENANCE AGREEMENT

Proposal Date: November 17, 2015 **Proposal #:** 111715OG02

Customer:
City of Killeen
3304 Community Blvd.
Killeen, TX 76542

Site:
Killeen Police Headquarters
3304 Community Blvd.
Killeen, TX 76542

We are pleased to offer this proposal to provide the following:

☐ Full Service Maintenance Agreement ☑ Maintenance & Inspection Agreement

GSA Contract # GS-21F-0137W **TXMAS Contract # TXMAS-10-03FAC070**

The Brandt Companies, LLC is pleased to submit the following preventive maintenance proposal pertaining to the specific mechanical equipment at the above referenced site.

Scheduled preventive maintenance will be performed quarterly (4) on the HVAC equipment outlined as per the attached scope pages . Upon completion of each visit, a Brandt operational log form will be completed on each unit, which will detail the operating performances.

Industry standard recommended preventive maintenance procedures will be adhered to as listed in our scope of work of this proposal. Work shall be completed under Existing Terms & Conditions of City of Killeen.

Your investment for this service is as follows:	2016-2017 1st year	2017-2018 2nd year
Total Annual Price	$ 23,394.75	$ 24,096.59

Your payment options will be as follows:

	1st year	2nd year
☐ Annual payment plus applicable tax	$ 23,394.75	$ 24,096.59
☐ Quarterly payment plus applicable tax	$ 5,848.69	$ 6,024.15
☐ Monthly payment plus applicable tax	$ 1,949.56	$ 2,008.05

If this proposal is acceptable, please sign below and return by facsimile to 254-772-9758 with a purchase order, if needed. A signed acceptance must be received prior to our commencing work. Our terms are net ten days from the invoice date, and past due after thirty days. This proposal is valid for 30 days.

Best Regards,

Oscar Garza

Cell No. 254-644-1664
Fax No. 254-772-9758

BUILDING OWNER

Name: _____
Address: _____
City,State,Zip _____

CUSTOMER ACCEPTANCE

Accepted by: _____
Name: GLENN I. MORGAN
Title: CITY MANAGER
Company: CITY OF KILLEEN
Date: 12/15/15

THE BRANDT COMPANIES, LLC

Accepted by: _____
Name: Oscar Garza
Title: Waco Operations Manager
Date: _____

Upon acceptance, Brandt shall furnish service starting effective _____ This Agreement shall continue for a period of _____ year(s) (the term) from said date and shall be automatically renewed for each successive term unless cancelled in writing.
This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI)
This Agreement is not valid without signature of customer and associated attachments.

Remit to: P.O. Box 227351, Dallas, TX 75222-7351

BRANDT

SERVICE DESCRIPTION

☐ **Full Service Maintenance Agreement**

Full Service Maintenance Agreement coverage provides for all labor, parts, and material associated with maintaining and repairing the equipment identified in this agreement. This agreement assumes that the equipment listed is in good running, maintainable condition and eligible for coverage under a Full Maintenance Agreement. Should specific maintenances become required by a manufacturer or government entity, which are not covered as part of this agreement the customer shall allow Brandt to perform such work at agreed upon price. If on the first inspection, repairs are required, a proposal for repairs will be submitted for owner's approval. If these repairs are declined, the subject equipment may be removed from the Full Maintenance Agreement coverage at the discretion of Brandt; the price of the agreement will be adjusted accordingly. The proposal indicates the number of inspections Brandt is Agreementually obligated to; however, if additional inspections are required, they will be made as Brandt sees fit.

☑ **Maintenance & Inspection Agreement**

A Maintenance & Inspection Agreement provides early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions. All labor, parts, and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the Agreement invoice.

Services Included:

☑ **Mechanical Systems**	☐ **Backflow Preventer Testing**	☐ **Control Calibration**
☑ **Filter Service**	☐ **Infrared Testing**	☑ **Other: Preferred Customer Billing Rate**
☐ **Vibration Analysis**	☐ **Drain Maintenance**	☐ **Other:**
☐ **Automation**	☐ **Eddy Current Testing**	☐ **Other:**

With respect to Service Agreement agreements:

The Brandt Companies, LLC agrees to:

* Regularly inspect the equipment at intervals as indicated on the specific equipment schedule attached here as "schedules."
* Furnish customer with a copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection.
* Improve or repair the equipment upon proper authorization from the customer. Labor and materials will be charged at Brandt's rate of charge in effect at the time the work is performed.
* In the case of Full Service Maintenance Agreements, Brandt will perform repairs at no additional cost. Determination as to the type of repair or replacement of any equipment or part thereof shall be made in accordance with Brandt's judgment.
* Instruct the customer in the operation of equipment to provide for greatest operating efficiency.
* Provide the customer with preferential service over regular service activity.
* Complete operating log form for Agreement covered equipment and present to owner.

Customer agrees to:

* Operate the subject equipment in accordance with Brandt's instructions and manufactures recommendations.
* Promptly notify Brandt of any unusual operating conditions.
* If Full Service Maintenance Agreement is selected, permit only Brandt to work on the subject equipment.
* Provide access to all equipment during normal working hours.
* Perform additional maintenance when needed as outlined by manufacture.

Service Agreement does not include coverage of the following:

* Equipment cabinets.
* Ductwork and air distribution devices.
* Water supply and drain beyond the subject equipment.
* Repair or replacement of heat exchangers in gas fired furnaces and duct heaters.
* Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger.
* Moving or relocation of the subject equipment.
* Repairs due to freezing.
* Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies.
* Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatever beyond the control of Brandt.
* Electrical components associated with the equipment including: starters, disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work.
* Water treatment.
* Piping systems of any nature.
* Refrigerant is not included in this agreement and will be billed separately.
* Factory installed controls panels and starters that become obsolete and require manufacture upgrade.

Proposal #: 111715OG02

Accepted by: _____

BRANDT

WATER SOURCE HEAT PUMP

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
103	Trane Heat Pump	1/2 - 5 ton				4

Routine Inspection:

* Check water side pressure drops for proper water flow.
* Check relays, safety controls and crankcase heater.
* Inspect and tighten electrical connections.
* Check wiring and contacts.
* Check for oil and refrigerant leaks.
* Check refrigerant and oil levels.
* Check operating temperatures / pressures as applicable.
* Log operation of equipment. Provide copy to customer.

Options / Clarifications:

If included in the proposal the box preceding the option will be checked.

☑ Filter Replacement (☐Monthly ☑Quarterly ☐Annually)

☐ Clean Evaporator Coil

☑ **Unit Oerating Inspections Bi-Annually**

☐

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : **111715OG02**

Accepted by: _____

SITE:

Killeen Police Headquarters
3304 Community Blvd.
Killeen, TX 76542

BRANDT

EXHAUST FAN

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
9	Greenheck Ex Fans					4

Routine Inspection:

* Check bearing locking set screws. Lubricate bearing if necessary
* Lubricate fan and motor bearings.
* Check sheave alignment and level of shafts.
* Check belt tension and adjust as necessary.
* Check electrical connections and tighten as necessary.
* Check damper operation.
* Log operation of equipment. Provide copy to customer.

Options / Clarifications:

If included in the proposal the box preceding the option will be checked.

☐ Belt Replacement ☐ _____

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : 111715OG02

Accepted by: _____

SITE:

Killeen Police Headquarters
3304 Community Blvd.
Killeen, TX 76542

BRANDT

ENERGY RECOVERY UNIT

Quantity	Basic Description	Size	Tag	Model #	Serial #	# Visits per calendar year
6	Energy Recovery Unit					4

Routine Inspection:

* Check bearing locking set screws. Lubricate bearing if necessary
* Lubricate fan and motor bearings.
* Check sheave alignment and level of shafts.
* Check belt tension and adjust as necessary.
* Check electrical connections and tighten as necessary.
* Check damper operation.
* Log operation of equipment. Provide copy to customer.

Options / Clarifications:

If included in the proposal the box preceding the option will be checked.

☐ _____

☐ _____

Actual maintenance functions will vary due to difference in equipment because of age, type and manufacturer. Task listed above will be performed as applicable to the equipment and agreed scope of work.

Proposal # : 111715OG02

Accepted by: _____

SITE:

Killeen Police Headquarters
3304 Community Blvd.
Killeen, TX 76542

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Maintenance and Inspection Agreement, dated August 23, 2018, made by and between the City of Killeen and Brandt.

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.

3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 23rd day of August, 2018.

City of Killeen

_____

By: _____

Title: _____

Vendor

The BRANDT Companies, LLC

By: [signature]

BRANDT WACO GM

This is required by law since we cannot budget for future years.

Non-appropriations Clause: This agreement is subject to the appropriation of funds by the Customer/City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the City pursuant to this agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.

INTEROFFICE MEMORANDUM

TO: All Departments

FROM: Traci Briggs, Deputy City Attorney

DATE: **AUGUST 9, 2017**

SUBJECT: **NEW LEGISLATION REGARDING CONTRACTS**

Two bills passed by the Legislature affect contracts entered into by the city on or after September 1, 2017.

H.B. 89 – Government Code chapter 2270 is added and provides that a governmental entity, including a city, may not enter into a contract for goods or services unless the contract contains written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. Company is broadly defined in section 808.001 of the Government Code as nearly any type of for-profit entity.

Recommended action: This change will affect nearly all contracts entered into by the city on or after September 1, 2017. Any template contracts used by departments should be amended to include the following language: *By signing this contract, Vendor (or whatever term is used in the specific contract) hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.*

It is likely that most contracts from outside vendors will not have the required language. My recommendation would to be to use the attached addendum for each contract, modified as necessary to a specific contract.

Purchasing should amend RFP and RFQ standard terms to include this requirement in all contracts entered into through the bid/proposal process.

S.B. 252 – Amends Government Code chapter 2252 and provides that a governmental entity, including a city, may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization. The Texas Comptroller is tasked with preparing, maintaining and making available a list of companies known to have contracts Iran, Sudan and foreign terrorist organizations. There is an exception for companies excluded from sanctions by the United States government. This affects contracts entered into on or after September 1, 2017.

Recommended Action: Each department should check the list provided by the Comptroller to ensure a company the city plans to do business with is not listed. Currently, the list is not available online. I have made contact with counsel for the Comptroller who said it will be when online the bill is effective. I will give you an update and link when it is available.

Purchasing should amend RFP and RFQ standard terms to include language regarding this requirement in all bid/proposal documents.

Please do not hesitate to contact me or your department's attorney with any questions you may have in working with these new laws.