



Customer Name: Travis Swanson
Company: City of Killeen

Date: 5/27/2026

Architect: N/A
Engineer: N/A
Plans: N/A
Specs: N/A
Addendas: N/A

Subject: Killeen Animal Services - Buy Board #733-24

Scope: Mechanical, Plumbing

Thank you for the opportunity to price this work. Southland Industries' price for the scope listed above is: **\$146,500**

Attached to this document you will find any bid forms (if requested). Breakouts are for accounting purposes only.

A) SCOPE INCLUDES:

- 1 Demo, removal, and haul off of existing HVAC unit serving Killeen animal shelter kennel
- 2 Provide and install (1) 10-ton packaged unit with natural gas heat at the rear of building. The unit will sit on a frame to allow the condensate p-trap to function properly.
- 3 Provide and install exposed ductwork inside kennel area for air distribution. Provide Qty (1) supply grille in each of Qty (2) storage rooms at front end of space
- 4 Provide electrical modifications for powering of new HVAC Units
- 5 Provide and mount new thermostats for unit operation
- 6 Extend natural gas to new packaged unit
- 7 Subcontractors: duct insulation, hoisting, spray insulation
- 8 Engineering services

B) Terms and Conditions

- 1 Southland Industries reserves the right to review and approve all contract conditions as a condition of this proposal offer. Southland Industries' proposal is an offer expressly conditioned upon the parties reaching mutually-agreeable contract terms, including but not limited to a mutual waiver of 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. Southland Industries' proposal is expressly conditioned upon the acceptance of all the terms below and these terms are expressly incorporated by reference into any applicable contract documents between the parties & supersedes any provision to the contrary in those contract documents.
- 2 Southland Industries will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. Southland Industries will not be required to proceed with any changed/additional/modified work until it receives an executed change order at a mutually-agreed upon price. If Southland Industries is directed to proceed and time is of the essence, Southland Industries will only be required to perform the changed/additional/modified work upon receiving an executed "time and materials" work order. The cost and Southland Industries' 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.
- 3 Southland Industries assumes they will be given clean access to the work; given in a sequential and methodical order that does not restrict or hinder Southland Industries' planned work progression. Should the project conditions reflect otherwise, Southland Industries reserves the right to a pricing adjustment that reflects costs associated with such a change in project work conditions.

- 4a Southland Industries and Customer agree that an extension of time and price adjustment is appropriate if Southland Industries' work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the reasonable control of an affected Party, and which is not caused by an act or omission of a Party, resulting in a delay of the performance of an 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, including tornados, weather-related fires, extreme heat, hurricanes, earthquakes, war and fire or explosions other than from construction equipment or supplies under control of control, and global shipping delays. 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) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (ii) insolvency or change in economic circumstances, or (iii) events involving a previous or existing condition at or before the Effective Date.
- 5 Based on current cost volatilities, proposal is valid for 14 calendar days from the date on this proposal.
- 6 Upon contract award, Southland will invoice 20% of the contract value for procurement and mobilization. The remainder will be billed as monthly WIP billings.

C) Clarifications:

- 1 Southland Industries assumes prompt award will allow sufficient time for submittal approval & procurement to meet schedule
- 2 Southland Industries assumes the work will be performed on a standard 5 day/40 hour week
- 3 Southland Industries assumes designers and other trades will provide their models for BIM coordination
- 4 Southland Industries will provide caulking for Southland Industries penetrations only in order to maintain fire and/or smoke rat
- 5 Southland Industries will model work we install for BIM coordination prior to shop drawings
- 6 Southland Industries assumes that this project does NOT have any controlled insurance program (CIP) requirements
- 7 Southland Industries assumes that this project does NOT have any Davis Bacon Wages requirements
- 8 Southland Industries 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, Southland Industries 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 Cutting and/or patching of concrete, masonry, brick, sheetrock, plaster, or other surfaces
- 7 Duct cleaning
- 8 Fire alarm interlocks
- 9 Installation, unpacking, handling, or storage of owner-furnished equipment
- 10 Investigation, testing, remediation, abatement or any other work relating to asbestos risk management
- 11 Any work with existing exhaust fans or louvers
- 12 Miscellaneous steel/members to support Southland Industries scope; assume structure provided by others will support
- 13 Modeling, BIM, or any shop drawing work
- 14 Modifications of existing systems for current code compliance
- 15 Temporary heating or cooling during unit replacement
- 16 Scheduled overtime and/or shift work
- 17 Seismic isolation or accommodation of any type
- 18 Short or long-term maintenance on equipment
- 19 Test and balance or third party commissioning

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

Respectfully,

Dylan Abel
Preconstruction Manager

License of Bidding Location: WACO - TACLA 57506C | TECL 40620 | M 17268

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