



## THE COUNTY OF GALVESTON

**RUFUS G. CROWDER, CPPO CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

**ERIN S. QUIROGA, MBA, CPPB**  
ASST. PURCHASING AGENT

February 18, 2025

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

**Re: Request to Utilize Discretionary Exemption – HVAC System Repairs**  
**Galveston County Facilities Department – Emergency Management Facility**

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirement(s) set forth in Local Government Code 262.023, Competitive Requirements for Certain Purchases, and to utilize an alternative method of disposition as referenced in the Texas Local Government Code, Chapter 263.152, Disposition, in lieu of the competitive bidding requirement for the purpose of dire repairs needed to repair HVAC system at the following facility:

- Galveston County Emergency Management Building – Replacement of worn condensers

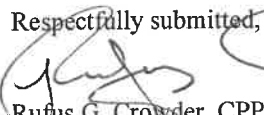
***Sec. 262.024 Discretionary Exemptions***

- (a) *A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:*

*(7) an item can be obtained from only one source including;*

*(D) captive replacement parts or components for equipment;*

Respectfully submitted,

  
Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston



**CRAIG FISHER**

Regional Sales Director, West LVO

Vertiv, USA

M 503-575-0655

E [Craig.Fisher@Vertiv.com](mailto:Craig.Fisher@Vertiv.com)

October 29, 2024

Chris Gloor  
Bud Griffin & Associates Inc.  
5010 Terminal  
Bellaire, TX 77401

Chris,

In order to provide ongoing, in-depth service to our customers, Vertiv Corporation has developed a comprehensive network of local Vertiv offices throughout the United States and Canada. This network provides customer support before, during, and after the sale of Vertiv products and service.

This letter is to confirm that Bud Griffin & Associates Inc. (BGA) meets our required criteria and is contracted to be the exclusive provider of Vertiv products with brands including Liebert and Avocent to the sales territory including Houston, San Antonio, Austin, El Paso and Arizona. BGA is the Liebert service provider in the territory with access to updates and changes (software and firmware), knowledge of engineering specifications, awareness of current issues, and knowledge and training to make corrective actions.

Please feel free to contact me if additional information is needed.

Best regards,

*Craig Fisher*

Craig Fisher  
Regional Sales Director West LVO  
503-575-0655  
[Craig.Fisher@Vertiv.com](mailto:Craig.Fisher@Vertiv.com)



# Bud Griffin Associates

## CUSTOMER SUPPORT

[Approve Request Changes](#)

**Bud Griffin Customer Support Inc.**

5010 Terminal Street

**From** Bellaire, TX 77401

(713) 666-2828

www.bgasales.com

Quote No. **0001539**

Type Repair

Prepared By Chuck Haluska

Created On 04/15/2024

Valid Until 04/30/2025

**GALVESTON COUNTY**

**Quote For** EMERGENCY OPERATIONS CENTER - 911 BLDG

1353 FM 646

DICKINSON, TX 77539

### Services to be completed

**A/C Unit - DCDF205-AS2507 DCDF205-AS2507 0421C70515**

Quoted service to replace the (2) worn Liebert condensers at the Galveston emergency operations center. The condenser coils are eroding away and the fins are flaking off of the copper heat rejection tubes. The units are now at the end of life.

New condensers to include heresite coating on coil for high-salt air climate.

Condensers to be changed out one at a time, and will take two days to complete. All work bid to be performed during normal business hours.

## Services to be completed

Quote includes

- Furnish new equipment and materials
- Crane new condenser on roof, and crane old condenser off of roof
- Flush all refrigerant piping for all 4 circuits
- Install new filter driers in all 4 circuits
- Replace (4) liquid line solenoid valves to prepare for R-407C conversion
- Add POE oil to all circuits
- Charge each circuit with 25-30 lbs of R-407C refrigerant
- Return visit after a few weeks to verify charge and operation on R-407C conversion

GRAND TOTAL \$80,566.00

## Approve Quote [Close](#)

Please confirm that you approve this quote. Bud Griffin Customer Support Inc. will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Mark Garcia MARK.GARCIA@CO.GALVE

Enter your purchase order number (required): F401327

[Approve Quote](#)

## Request Changes to Quote [Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on  
this quote

[Request Changes](#)

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**SERVICE  TRADE**



*High Performance Buildings for Life*

# Galveston Energy Management Lieberts

Authorized Warranty Service  
TACLA009290C  
MPL38267



5622 Luce St  
Houston, TX 77087

p. 713.643.8336  
f. 713.583.6519

customerservice@huntongroup.com  
www.huntonservices.com



Date: February 13, 2025  
Quote: 240318026

To: Galveston Energy Management  
1353 FM 646 Rd  
Dickinson TX 77539

### **CHOICE PARTNERS 22/039 MR SCOPE OF WORK**

**Provide rigging, labor, and material for the replacement of (2) Liebert condensers CCRU-1A Serial # 0421C70515 , CCRU-1B serial # 0421C70578 with (2) new Liebert condensers Model # DCD205-A , as follows:**

Perform job site analysis (JSA) to identify and mitigate any potential safety related issues before work begins.

Equipment, featuring: Liebert condenser coils

Liebert Fin/Tube Condenser Details:

- Fan Speed Control
- Aluminum exterior panels and 18" aluminum legs
- Dual refrigerant circuits
- Domestic packaging
- CSA Listed

Special Product Features:

ETO #DC-23911-2 Unit Affected: ETO Desc: Modine CIS/Electro Fin coated condenser or dry cooler coil with UV Topcoat. Var Desc: 2 fan, prop fan condenser or dry cooler.

Provide labor and materials to do LOTO before recovering the R-22 refrigerant to change out the Liebert condensers and disconnect the old units.

### **Electrical scope**

1. Lock-out and Tag-out breaker to condenser.
  2. Supply labor to Disconnect power going to 2-condensers.
  3. Supply labor and materials to connect the 2 new condensers to the existing circuit.
  4. Supply and Install new  $\frac{3}{4}$  seal tight going to the 2 new condensers for controls.
  5. Supply and Install miscellaneous material for scope of work above.
- Provide labor and materials to repipe the new Condensers and leak check with nitrogen to factory recommend pressures.
- Provide labor and materials to pull a vacuum to factory recommendations 500 microns or less.
- Install the R-22 refrigerant back to the system and provide start up. City of
- Galveston mechanical permits included.
- All work is to be provided during normal business hours (M-F 7:00am - 3:30pm).



**Exclusions:**

Taxes  
Overtime  
Painting  
Reusing existing circuit breaker and feeder  
Building Automation and Controls  
Control valve/actuator  
Work not specified in the above scope  
Controls

**Notes:**

Proposal based on doing one unit at a time on separate mobilizations.

This proposal is that the R-22 refrigerant is reusable in the new condensers for the Liebert's system if the gas has contaminants or cant be reused additional cost may be added.

If a bond is required, the cost may vary depending on what alternates are accepted

For building automation system (BAS) disconnect / reconnect on control systems other than Distech or Trane, Hunton Services excludes commissioning, trouble shooting, programming, or checkout of end devices post reconnect. Customer to contract their controls vendor for these services.

Material prices are subject to change without prior notice due to currency fluctuation, fuel prices and/or unforeseen economic circumstances. The above pricing is good for 30 days. After 30 days, price for materials will be re-evaluated and charged accordingly.

Salvage value has been calculated into the sell price for this project. All equipment and or material demoed by Hunton Services to become the property of Hunton Services. If the owner wishes to retain possession of the equipment, a value will be provided.

Area must not be occupied under the crane during the lifts or the use of a LULL equipment .This proposal is based on all work being performed per OSHA and Hunton Services safety requirements. If site specific training or site-specific safety rules supersede OSHA requirements, please notify Hunton Services before issuing a purchase order as price may be subject to change.

**Total price for labor and materials for above scope ..... \$ 91,926.00**

1. This proposal is firm for fifteen (30) days unless stated otherwise.
2. See 'Construction Terms and Conditions' for terms and conditions of sale.

**Mike Tabb**

Facilities Service Sales  
5622 Luce Street  
Houston, TX 77087  
Office: 713-643-8336  
Mobile: 713-530-0439  
Email: MTabb@huntinggroup.com

The proposal and the terms and conditions contained herein are accepted and Hunton Services is authorized to proceed with the work.

Date: \_\_\_\_\_

P.O. Number: \_\_\_\_\_



*High Performance Buildings for Life*





## CONSTRUCTION TERMS & CONDITIONS

**Acceptance:** A proposal made upon these terms is subject to acceptance within fifteen days from date and the prices are subject to change without notice prior to acceptance by Customer. Any rebate from CenterPoint Energy has been accounted for in the price of this proposal; therefore, Hunton Services will retain any rebate funds. If your order is an acceptance of a written proposal, on a form provided by Hunton Services, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Hunton Services' offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale.

**Exclusions from Work:** Hunton Services' obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

**Construction Procedures:** Hunton Services shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

**Payment Terms:** Customer shall pay Hunton Services invoices within net thirty (30) days of invoice date. Hunton Services may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Hunton Services, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, Hunton Services may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Hunton Services for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Hunton Services in attempting to collect amounts due and otherwise enforcing these terms and conditions.

**Time For Completion:** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Hunton Services, all dates provided by Hunton Services or its representatives for commencement, progress or completion are estimates only. While Hunton Services shall use commercially reasonable efforts to meet such estimated dates, Hunton Services shall not be responsible for any damages for its failure to do so.

**Access:** Hunton Services and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Hunton Services and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Hunton Services' access to correct any emergency condition shall not be restricted.

**Permits and Governmental Fees:** Hunton Services shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Hunton Services' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

**Utilities during Construction:** Hunton Services shall be provided without charge all water, heat, and utilities during performance of the Work.

**Concealed Or Unknown Conditions:** In the performance of the Work, if Hunton Services encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Hunton Services shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Hunton Services' cost of, or time required for, performance of any part of the Work, Hunton Services shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both. Any loss contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting is always excluded under this contract however caused.

**Asbestos and Hazardous Materials:** Hunton Services' Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Hunton Services, there are no Hazardous Materials on the Premises that will in any way affect Hunton Services' Work and Customer has disclosed to Hunton Services the existence and location of any Hazardous Materials in all areas within which Hunton Services will be performing the Work. Should Hunton Services become aware of or suspect the presence of Hazardous Materials, Hunton Services may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to

correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims,

including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Hunton Services. Hunton Services shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Hunton Services be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

**Conditions Beyond Control Of Parties:** If Hunton Services shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Hunton Services' election (i) remain in effect but Hunton Services' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Hunton Services for all parts of the Work furnished to the date of termination. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot, and any resulting loss in always excluded under this contract, however caused.

**Customer's Breach:** Each of the following events or conditions shall constitute a breach by Customer and shall give Hunton Services the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Hunton Services for all Work furnished to date and all damages sustained by Hunton Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

**Indemnification:** Hunton Services and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

**Workmanship And Equipment Warranty:** Hunton Services warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), Trane equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For Trane equipment not installed by Hunton Services, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, Hunton Services will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to Hunton Services until said equipment and Work have been paid for in full and then said liability shall be limited to Hunton Services' cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Hunton Services' warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Hunton Services, improper operation, or normal wear and tear under normal usage. Hunton Services shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HUNTON SERVICES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**Assignment:** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Hunton Services. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

**Complete Agreement:** This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Hunton Services is a signatory thereon.

**Governing Laws:** This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas licenses TACLA00929C. Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.





#### Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

#### Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
- Annual stop inspection
- Drain line & P-trap maintenance
- Major & minor repair work
- Annual pressure wash
- Complete turnkey retrofits

#### Air Distribution

- Variable air volume (VAV) maintenance
- All air handler types (AHU) R&M
- Fan coil repair & maintenance
- Laboratory fume hoods
- Spot coolers
- Complete turnkey retrofits

#### Plumbing

- Pipe Fabrication and Installation
- Water Efficiency Retrofits
- Service and Repairs
- Maintenance
- Preventative Maintenance
- Backflow Prevention
- Boiler Maintenance

#### Cooling Towers

- Routine maintenance
- Major & minor repair work/cleaning
- Annual stop inspection
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

#### Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
- Digital electronic/pneumatic
- Software programming
- Variable frequency drives (VFD)
- Retro-recommissioning
- Energy management services

#### Rental Services

- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

#### Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

#### Indoor Air Quality (IAQ)

- Air filtration - filters & maintenance
- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

#### Pumps and Valves

- Routine maintenance
- Chilled/condenser water valves
- Annual stop inspection
- Major & minor repair work
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

#### Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems
- & pressurization
- Packaged central plants
- Custom fabrication/modification

#### Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower Repair
- Multi-stage Gas Compression

#### OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

#### Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
- Reduced operating costs
- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider

The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: November 5, 2024

Proposal#: P-20241030-0033

24 Hour Service Dispatch: (832) 714-3300

Reference: Galveston Emergency Operations Center - (2) Liebert CU Replacements

Customer:

Service Site:

Mark Garcia  
Galveston County  
Galveston Emergency Operations Center  
1353 FM 646 Road  
League City, TX 77539

Mark Garcia  
Galveston County  
Galveston Emergency Operations Center  
1353 FM 646 Road  
League City, TX 77539

Repair work proposals are for the scope of work as listed below.

☒ Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,  
(at the above-referenced service site), in the amount of: **\$95,048.00** excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Brandt Reserves the Opportunity to Update Proposal After 5 Business Days

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

*Bruno Ramos, CEM, ATEM*

Service Account Manager

Cell: 346.510.0553

Email: Bruno.Ramos@brandt.us

Customer Acceptance

Accepted By:

Name:

Title:

Company:

Date:

Purchase Order Number:

The Brandt Companies, LLC

Accepted By:

Name:

Title:

The Brandt Companies, LLC

Date:

[www.brandt.us](http://www.brandt.us)

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ [www.license.state.tx.us](http://www.license.state.tx.us)

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



PROPOSAL

The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: November 5, 2024  
24 Hour Service Dispatch: (832) 714-3300

Proposal#: P-20241030-0033  
Reference: Galveston Emergency Operations Center - (2) Liebert CU Replacements

Scope of Work:

- Check-in with customer and establish safety plan.
- Lockout/Tagout (1) Liebert Condensing Units (Model# DCDF205-AS2507, Serial# 0421C70515).
- Provide labor and materials to recover existing refrigerant charge.
- Provide labor and materials to remove (1) existing Liebert Condensing Unit.
- Provide labor and materials to flush refrigerant piping for each circuit.
- Provide labor and materials to supply and install new filter driers for each circuit.
- Provide labor and materials to replace liquid line solenoid valves to prepare for R-407C conversion.
- Provide labor and materials to add POE oil to all circuits.
- Provide labor and materials to place system on vacuum to check for leaks.
- Provide labor and materials to recharge circuit with R-407C refrigerant using factory charging guide.
- Remove Lockout/Tagout and verify proper operation.
- Clean work area and debris generated by scope of work.
- Repeat process for the second Liebert Condensing Units (Model# DCDF205-AS2507, Serial# 0421C70518).
- Check-out with customer.
- \*\*\*\*\*Coils will be coated with a heresite coating\*\*\*\*\*
- \*\*\*\*\*Current lead time is 10 to 12 weeks\*\*\*\*\*

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work.
- Not responsible for unlocated utilities.
- Work after normal business hours.
- Engineering.

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_

The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: November 5, 2024

Proposal#:

P-20241030-0033

24 Hour Service Dispatch: (832) 714-3300

Reference: Galveston Emergency Operations Center - (2) Liebert CU Replacements

Brandt's Service Proposal # P-20241030-0033 ("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 ninety (90) days 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: \$2M each occurrence; \$2M personal/advertising injury; \$4M General and Products/Completed Operations Aggregate; \$10,000 Medical Payments (any one person) with a \$10M Umbrella excess primary policies).**  
  
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 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:  
(a.) Maintenance or repair of Equipment cabinets;  
(b.) Ductwork and air distribution devices;  
(c.) Water supply or drain beyond the Equipment;  
(d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;  
(e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;  
(f.) Moving or relocation of the subject equipment;  
(g.) Repairs due to freezing;  
(h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;  
(i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;  
(j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;  
(k.) Water treatment; and  
(l.) Piping systems of any nature.
- 4 **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.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 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.
- 6 **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.
- 7 **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 thru cancellation date.

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: November 5, 2024

Proposal#:

P-20241030-0033

24 Hour Service Dispatch: (832) 714-3300

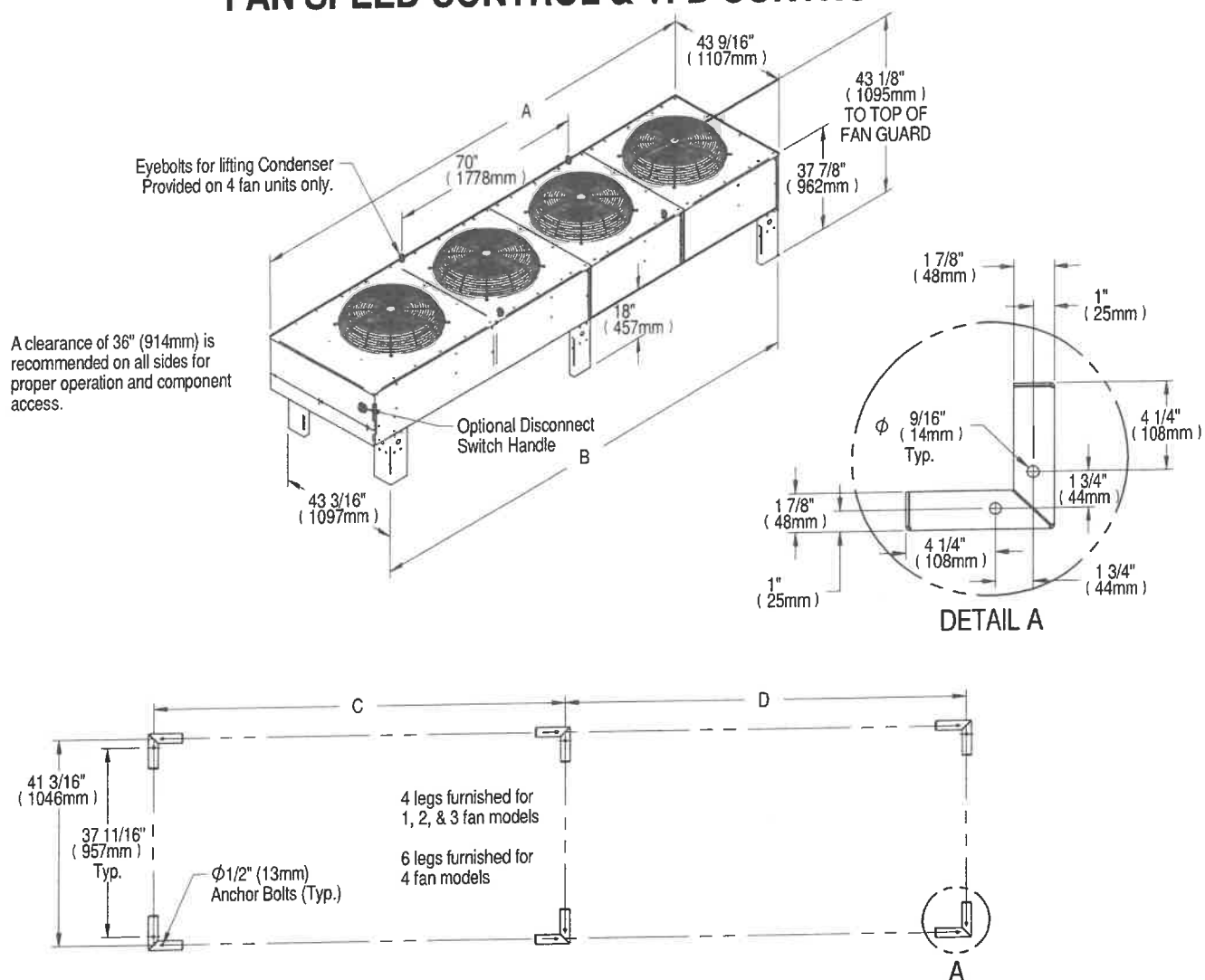
Reference: Galveston Emergency Operations Center - (2) Liebert CU Replacements

- 8 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.
- 9 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.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods 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.
- 12 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 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 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.
- 15 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.
- 16 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.

Accepted By Customer: \_\_\_\_\_ Brandt: \_\_\_\_\_

# LIEBERT FIN/TUBE CONDENSER

## CABINET ANCHOR & DIMENSIONAL DATA FAN SPEED CONTROL & VFD CONTROL



Liebert Model No.	Qty. of Fans	A in. (mm)	B in. (mm)	C in. (mm)	D in. (mm)	Dry Wt. lbs. (kg)
DCSF083 & TCSV083	1	51-1/2 (1308)	44 (1118)	42 (1067)	N/A	295 (134)
DCSF/DCDF104 & TCSV104						315 (143)
DCSF/DCDF165 & TCSV/TCDV165	2	91-1/2 (2324)	84 (2134)	82 (2083)	N/A	425 (193)
DCSF/DCDF205 & TCSV/TCDV205						495 (225)
DCSF/DCDF251 & TCSV/TCDV251	3	131-1/2 (3340)	124 (3150)	122 (3099)	N/A	500 (227)
DCSF/DCDF308 & TCSV/TCDV308						670 (305)
DCSF/DCDF415 & TCDV415	4	171-1/2 (4356)	164 (4166)	82 (2083)	80 (2032)	840 (381)
DCSF/DCDF510 & TCDV510						1190 (540)