



1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100, TACLA30430C/TECL20109/M41312

Proposal Date:	August 11, 2020	Proposal#:	P202008060045
24 Hour Service	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
Customer:		Service Site:	
	Imad Shamaa		Imad Shamaa
(	City of Pflugerville		Pflugerville City Hall
1	100 E. Main Street		100 E. Main Street
Pfl	ugerville, TX 78660		Pflugerville, TX 78660
X Repair wor	k proposals are for the scope of work as listed	below,	Buy Board #: 558-18
Equipment	replacement proposals are for the scope of v	vork as listed below.	
	The Brandt Companies, LLC is pleased	to submit the following price ar	nd general scope of work to be performed,
(at the	above-referenced service site), in the amount	ount of: \$ 12,385.00 excl	uding any applicable taxes.
Scope of Wor	air ionization technology. Bipolar ai The ions produced will travel throug including spaces unseen.	ir ionization will purify the air l th the air stream into the occupi	COVID-19 mitigation with the implementation of bipolar by eliminating airborne particulates, odors and pathogens. Led spaces cleaning the air everywhere ions have traveled, IX units. The Split-DX will use the Model #: FC-48. The
	product to be installed is manufacture		
	an ion field within the AHU, therefo	re also providing a coil cleaning hey come equipped with an on	AHU, During the time the fan is off, the devise will build g effect. They are constructed of composite carbon fiber and of switch and an ionization generation indication light, emissions).
	• Product warranty is (1) year.		
Exclusions:	<ul> <li>Anything not listed in the scope of wand rigging.</li> </ul>	ork including integration into b	ouilding automation (BAS), utilization to alarm contacts
	Overtime Labor.		
	Remit To: The Brandt Companies LI	C P O Roy 227351 Dallas T	TX 75222-7351 - Tax EIN: 37-1652957
		• Fort Worth • Houston • S	
	e appreciate the opportunity to provide you wit orders and contact you to coordinate the repair	th our services. Upon receipt of a s	signed proposal, we will begin mobilizing material the invoice date, and past due after thirty days. e Descriptions Page and Terms and conditions.
		Best Regards,	
		Danny I	Kelsey
		Service Accou	
		Cell: 512-	364-5184
		Fax:	
		Email: dann	y.kelsey@brandt.us
Cu	stomer Acceptance		The Brandt Companies, LLC
Accepted By:		Accepted By:	
Name:		Name:	
Γitle:		Title;	
Company:	<del></del>	V=====================================	The Brandt Companies, LLC
Date:		Date:	*
Purchase Order No	mher	8	www brandt-companies com

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Building a sustainable future for the communities we serve



# The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Pro	posal Date:	August 11, 2020	Proposal#:	P202008060045
24 1	Hour Service	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
Bra	ndt's Service	Proposal # P202008060045 _("Proposa	l") is conditioned upon the follov	wing terms and conditions, which
<b>are</b> 1	Warranty. from the d satisfactio adversely shall be pe ninety (90 make good	ate of the respective work, repair or insta n of Customer, any defects in parts or mat affecting the performance of the equipme rformed by licensed personnel, if require ) days from the date of the respective wor I to the satisfaction of Customer, any defec	ufacturers' parts and equipment w llation performed by Brandt, Brand erials supplied by Brandt that are in ht installed by Brandt, if any. Brand d by applicable law, and will be per ck, repair or installation performed	en the parties: arranties received by Brandt. For a period of one (1) year it agrees to repair, replace or otherwise make good to the not covered under a manufacturer's warranty and that are dt warrants to Customer that all labor performed or provided formed in a good workman like manner, For a period of by Brandt, Brandt agrees to repair, replace or otherwise ly affecting the performance of the equipment installed by
2			com-pleted, Brandt shall, at Brand	It's sole cost and expense, carry and maintain in full force and
		rs' compensation insurance coverage on a	ll individuals employed upon or ab	out the Property according to the requirements of the laws of
				ne of this Proposal (which are: \$1M each occurrence; \$1M tions aggregate; \$10,000 medical expense (any one person)).
	request, B	, ,	•	ent of any covered loss, or upon Customer's reasonable Customer mutually agree to a waiver by their respective
	the Mecha a.) Maintenar	nical Service scope excludes: ace or repair of Equipment cabinets;	ding any other provision to the cor	ntrary in this Contract, including the incorporated Proposal,
,	117	and air distribution devices;		
		ply or drain beyond the Equipment;	d Company and double agency.	
		replacement of heat exchangers in gas fire replacement of metal tubes in condensers		vchanger.
		relocation of the subject equipment;	, connect, boners or any outer near	Action Box,
	g.) Repairs du			
(	h.) Work mad	e necessary by the enforcement of govern	ment codes, building and union re	gulations or as recommended by insurance companies;
	-	•		ailure, vandalism, or any other cause whatsoever beyond the fuses, circuit breakers, and electrical wiring not specifically
	k.) Water trea			
4	Hoisting/ Property of be exercise	or injury, Brandt will notify Customer in w ed to protect Customer's Property, Brand as a result of normal hoisting and rigging	riting and shall not proceed without will not accept any responsibility	equipment that could potentially cause damage to the ut Customer's prior written consent. While all precautions will for damage to parking lots, driveways, or landscaping that uat the damage is caused by Brandt's gross negligence or
5	<u>Work Ho</u> Monday ti	<u>ırs</u> . Unless indicated otherwise, all pricin		ned during regular working hours of 8:00 am to 5:00 pm, al working hours, Customer agrees to pay the Brandt's
6	Payments receipt of due. Begir payment i hands of a	Customer agrees to pay Brandt all sums invoice. In the event payment is not receiving with the thirty-first (31st) day follows received. If default is made in the paymin attorney for collection, Customer agrees	ved by Brandt within thirty (30) da ving billing, such payment shall bea ent of any sums due hereunder and s to pay to Brandt all costs of collec	n accordance with the terms specified. Payments are due upon tys following billing, such payment shall be considered past ar interest at the maximum rate allowable by law until I it becomes necessary that this Contract be placed in the tion, including reasonable attorney's fee. Brandt shall have e, if payments as called for herein are not made.
7		on. This Contract may be cancelled by eith serves the right to invoice and be paid for		ten notice. In the event of cancellation by the Customer, date.

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





1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Prop	osal Date:	August 11, 2020	Proposal#:	P202008060045
24 H	our Service I	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
8	prior and se to the exten install the sy capacity, un damage (wh	parate construction/design-build contra t of that design), Customer acknowledge stem, equipment or any component par der any theory of recovery for any claim ether to the system, equipment or Prope	ict or system design is expressly in s and stipulates that Brandt did no t thereof to be maintained under ti s or damages related to or original erty) associated therewith or as a i	s the engineer of record for the existing system design under a cluded within the scope of the Proposal (and, in either case, t select, advise Customer regarding, engineer, design or his Contract. Accordingly, Brandt shall not be liable in any ting from prior or existing defects, deficiencies, injuries, or esult of prior ineffective maintenance. Brandt agrees, y in accordance with the terms of the Contract.
9	systems rep growth, Bra including, bu however, to	aired or serviced as a part of this Contra ndt assumes no liability for nor warrant It not limited to, molds, fungi and other i	ct may, under certain conditions, t is its work to protect against, elimi related matter, in or around duct s	the Heating, Ventilation, and Air-Conditioning equipment and become conducive to or incidentally support microbiological nate or inhibit any type of incidental microbiological growth ystems, HVAC and related equipment or areas. Brandt agrees, y and to take measures to discourage such growth as required
10	Limitation o	f Damages for Breach of Contract. The fo		Customer's exclusive remedy for damages from any breach of regardless of the form of action, shall be limited to the annual
11	Mutual Wais all claims ag damages ari use, lost rev facilities, ser representati	ver of Consequential and Punitive Damag ainst each other for any and all conseque sing out of or relating to this Contract. T enue or profit, lost opportunity, loss of g vices or goods regardless of the foresee	ential/special/indirect/incidental his mutual waiver includes, but is oodwill, loss of management or em ability of such damages. If Custom resents and warrants that it has th	ovision to the contrary, Brandt and Customer mutually waive and, to the extent allowable by law, all punitive/exemplary not limited to, damages incurred for rental expenses, loss of ployee productivity, cost of capital, and cost of substitute eer is a property manager or other legal agent or e express requisite authority to waive claims for and recovery
12	except as oth officers, dire limited to, R	nerwise limited herein, CUSTOMER AND ctors, agents, assigns, successors and en	BRANDT agree to indemnify, defe nployees HARMLESS against all cla of OR RELATED TO the performan	USTOMER'S AND Brandt's RESPECTIVE negligence and nd, and hold ONE ANOTHER AND THEIR RESPECTIVE tims and damages, losses and expenses (including, but not coe of this contract. NOTWITHSTANDING THE FOREGOING FIONS 8-11 ABOVE.
13	immediately		dence of such to Customer. Brandt	r other hazardous materials on the Property, Brandt will will not resume work in the affected area until the hazardous
14	Dispute Researising out of can be reach rules promu	plution and Governing Law. This Contra for related to this Contract will be resol ed, the dispute will be resolved through Igated by the American Arbitration Asso of the meeting of executive representativ	ct shall be interpreted and constru ved by agreement through a meeti binding arbitration before an arbi ciation. The parties agree that the	eed according to the laws of the State of Texas. Any disputes ng of executive representatives of each party. If no resolution trator experienced in construction law and according to the arbitration will be commenced within sixty (60) days of d by the laws of the State of Texas without regard to conflicts
15	warrants tha	t it has the express requisite authority t	o enter into all of the terms of this	tative of the property owner, Customer represents and Contract including, without limitation, the authority to waive nages on behalf of the property owner as well as for itself.
16		<u>ment.</u> This Contract constitutes the enti This Contract may be modified or amend		e by either party without the express written consent of the ooth parties.

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



1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date:	August 11, 2020	Proposal#:	P202008060044
24 Hour Service I	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
Customer:		Service Site:	
	Imad Shamaa		Imad Shamaa
	ity of Pflugerville		Water Treatment Plant
10	00 E. Main Street		17601 Weiss Lane
Pflu	igerville, TX 78660		Pflugerville, TX 78660
X Repair work	proposals are for the scope of work as lis	sted below.	Buy Board #: 558-18
Equipment r	replacement proposals are for the scope	of work as listed below.	
	The Brandt Companies, LLC is please	ed to submit the following price an	d general scope of work to be performed,
(at the a	bove-referenced service site), in the	amount of: \$ 4,881.00 exclu	iding any applicable taxes.
Scope of Work	<ul> <li>air ionization technology. Bipola</li> <li>The ions produced will travel threincluding spaces unseen.</li> <li>Brandt will provide bi-polar air ioniculation.</li> </ul>	r air ionization will purify the air b ough the air stream into the occupio	COVID-19 mitigation with the implementation of bipolar y eliminating airborne particulates, odors and pathogens. ed spaces cleaning the air everywhere ions have traveled, units. The Split-DX will use the Model #: iMOD. The GPS).
	coil. The devise constructed of co	mposite carbon fiber and consume	nat mount on the entering or leaving side of the cooling very little power (24vac). They come equipped with an intacts (optional use) and is UL 2998 validated (zero ozone
Exclusions:	<ul> <li>Anything not listed in the scope of and rigging.</li> </ul>	f work including integration into b	uilding automation (BAS), utilization to alarm contacts
	Overtime Labor.		
1	Remit To: The Brandt Companies,	LLC, P.O.Box 227351, Dallas, T	X 75222-7351 - Tax EIN: 37-1652957
	• Austin • Dalle	is • Fort Worth • Houston • Sa	ın Antonio • Waco
O	rders and contact you to coordinate the re-	pairs. Our terms are net ten days from	igned proposal, we will begin mobilizing material the invoice date, and past due after thirty days. Descriptions Page and Terms and conditions.
		Best Regards,	
		Danny K	zelsey – – – – – – – – – – – – – – – – – – –
		Service Accour	it Manager
		Cell: 512-3	364-5184
		Fax: - Email: dann	y.kelsey@brandt.us
Cus	tomer Acceptance		The Brandt Companies, LLC
Accepted By:		Accepted By:	<del></del>
Name:		Name:	
Title:	<del></del>	Title:	
Company:		<u></u>	The Brandt Companies, LLC
Date:		Date:	
Purchase Order Nui	mber:		www.brandt-companies.com

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Proposal Date:	August 11, 2020	Proposal#:	P202008060044	
24 Hour Service Dis	spatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC	

Brandt's Service Proposal # P202008060044 - ("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:

- <u>Warranty.</u> 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 com-pleted, 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 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
  - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically
  - (k.) Water treatment; and
  - (l.) Piping systems of any nature.
- 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.
- 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 <u>Cancellation.</u> 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.





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Proposal Date:	August 11, 2020	Proposal#:	P202008060044
24 Hour Service Dispatch: (512) 832-9398		Reference:	Bi-Polar Air Ionization for HVAC
8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer prior and separate construction/design-build contract or system design is expressly included within			

- 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.
- 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 B-11 ABOVE.
- 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.
- 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.
- 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.



1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date:	August 11, 2020	Proposal#:	P202008060046
24 Hour Service	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
Customer:		Service Site:	
	Imad Shamaa		Imad Shamaa
C	City of Pflugerville		Pflugerville Animal Welfare Services
1	00 E. Main Street		1600 Waterbrook Dr.
Pfl	ugerville, TX 78660		Pflugerville, TX 78660
X Repair worl	k proposals are for the scope of work as li	sted below.	Buy Board #: 558-18
Equipment	replacement proposals are for the scope	of work as listed below.	
			nd general scope of work to be performed,
(at the a	above-referenced service site), in the	amount of: \$ 10,082.00 exc	luding any applicable taxes.
Scope of Worl	air ionization technology. Bipola The ions produced will travel thre including spaces unseen.  Brandt will provide bi-polar air io	r air ionization will purify the air ough the air stream into the occup onization for a total of (1) DOAS (	COVID-19 mitigation with the implementation of bipolar by eliminating airborne particulates, odors and pathogens. ied spaces cleaning the air everywhere ions have traveled,  Dedicated Outside Air System) and (5) Split-DX units. The
	DOAS unit will utilize the Model manufactured by Global Plasma S		se the Model #: FC-48. The product to be installed is
	coil. The FC-48 is self cleaning a build an ion field within the AHU fiber and consume very little pow	and mounts on the fan body withir J, therefore also providing a coil c	that mount on the entering or leaving side of the cooling in the AHU. During the time the fan is off, the devise will leaning effect. They are constructed of composite carbon with an on/off switch and an ionization generation ated (zero ozone emissions).
	• Product warranty is (1) year,		
Exclusions:	<ul> <li>Anything not listed in the scope of and rigging.</li> </ul>	of work including integration into	building automation (BAS), utilization to alarm contacts
	Overtime Labor.		
	Remit To: The Brandt Companies.	LLC, P.O.Box 227351, Dallas,	TX 75222-7351 - Tax EIN: 37-1652957
		as • Fort Worth • Houston • S	
	orders and contact you to coordinate the re	pairs. Our terms are net ten days fron	signed proposal, we will begin mobilizing material the invoice date, and past due after thirty days. the Descriptions Page and Terms and conditions.
		Best Regards,	
		Danny !	Kelsey
		Service Accou	int Manager
		Cell: 512	364-5184
		Fax:	ny kalany@huandt ya
		Email: danı	ny kelsey@brandt.us
Cus	stomer Acceptance		The Brandt Companies, LLC
Accepted By:		Accepted By:	
Name:		Name:	
Title:		Title:	
Company:			The Brandt Companies, LLC
Date:		Date:	
Purchase Order Nu	ımber;		www.brandt-companies.com

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1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100, TACLA30430C/TECL20109/M41312

Proposal Date:	August 11, 2020	Proposal#:	P202008060046	
A411 6 1 D		D-5	Di Balan Ala Iantantan San HVAC	
24 Hour Service Dispatch: (512) 832-9398		Reference:	Bi-Polar Air Ionization for HVAC	

Brandt's Service Proposal # P202008060046 ("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:

- 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 com-pleted, 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 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
  - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically
  - (k.) Water treatment; and
- (l.) Piping systems of any nature.
- 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.
- 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 <u>Cancellation.</u> 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:
Accepted By Ulstomer	Brangr:





1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100 TACLA30430C/TECL20109/M41312

Proposal Date:	August 11, 2020	Proposal#:	P202008060046	
24 Hour Service I	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC	

- 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.
- 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.
- 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 BRAND'T 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 B-11 ABOVE.
- 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.
- 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 <u>Property Manager.</u> 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:
recepted by dubtomer.	_ Drunde



1340 Airport Commerce Drive, Ste, 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date:	August 11, 2020	Proposal#:	P202	008060049
24 Hour Service	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air I	onization for HVAC
Customer;		Service Site:		
	Imad Shamaa		Ima	d Shamaa
	City of Pflugerville			s & Recreation Center
ļ	100 E. Main Street		400 In	nmanuel Rd.
Pfl	lugerville, TX 78660		Pflugerv	ille, TX 78660
X Repair wor	k proposals are for the scope of work as lis	ted below.		Buy Board #: 558-18
Equipment	replacement proposals are for the scope	of work as listed below.		
	The Brandt Companies, LLC is please	ed to submit the following price a	nd general scope of work	to be performed,
(at the	above-referenced service site), in the a	mount of: \$ 15,280.00 exc	luding any applicable taxe	es,
Scope of Wor	<ul> <li>this proposal addresses the need air ionization technology. Bipola The ions produced will travel thre including spaces unseen.</li> <li>Brandt will provide bi-polar air ionical provide bi-polar air ioni</li></ul>	r air ionization will purify the air ough the air stream into the occup	by eliminating airborne paid spaces cleaning the ai	articulates, odors and pathogens. r everywhere ions have traveled,
	Model #: iMOD and the smaller F by Global Plasma Solution (GPS)	_	fodel #: FC-48. The prod	uct to be installed is manufactured
	<ul> <li>GPS, iMOD units are modular ne coil. The FC-48 is self cleaning a build an ion field within the AHU fiber and consume very little pow indication light, alarm contacts (o</li> </ul>	nd mounts on the fan body within therefore also providing a coil of the (24vac). They come equipped w	the AHU. During the time leaning effect. They are convith an on/off switch and	ne the fan is off, the devise will constructed of composite carbon an ionization generation
	*Product warranty is (1) year.			
Exclusions:	<ul> <li>Anything not listed in the scope or and rigging.</li> </ul>	f work including integration into	building automation (BAS	S), utilization to alarm contacts
	·Overtime Labor.			
	Remit To: The Brandt Companies,	LLC, P.O. Box 227351, Dallas 1	FX 75222-7351 - Tay FI	IN+ 37-1652957
	• '	s • Fort Worth • Houston • S		111. 57-1052557
	e appreciate the opportunity to provide you orders and contact you to coordinate the rep This contract is not valid without attachmen	with our services. Upon receipt of a spairs, Our terms are net ten days from	signed proposal, we will beg the invoice date, and past d	ue after thirty days.
		Best Regards,		
		Danny T		
		Service Accou	Ü	
		Cell: 512- Fax: -	-364-5184	
			ny.kelsey@brandt.us	
Cu	stomer Acceptance		The Brandt Compan	ies, LLC
Assembled Devi	-	Asset 18	<del>'</del>	
Accepted By:		Accepted By:		
Name:		Name:		
Title:		Title:		
Company:			The Brandt Compani	es, LLC
Date:	umboe	Date:	tomic formation was	VIAR WAR
Purchase Order No	ullinel.		www.brandt-compar	iles.com

 $Regulated by \textit{The Department of Livensing and Regulation/P.O. Box 12157, \textit{Austin, TX 78711/1-800-803-9202/512-463-6599/www.livense.state.tx, with the department of Livense and Regulation and Regulation of Computation and Regulation of Computation and Regulation and Regula$ 

Building a sustainable future for the communities we serve



#### The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date:	August 11, 2020	Proposal#:	P202008060049	
24 Hour Service Dis	spatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC	

Brandt's Service Proposal # P202008060049 ("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:

- 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 com-pleted, 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 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
- (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically
- (k.) Water treatment; and
- (I.) 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.
- 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.
- 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 <u>Cancellation.</u> 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:
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August 11, 2020

Proposal Date:



P202008060049

#### The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100, TACLA30430C/TECL20109/M41312 Proposal#:

24 H	Iour Service Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
8	prior and separate construction/design-build contra to the extent of that design), Customer acknowledge install the system, equipment or any component par capacity, under any theory of recovery for any claim	act or system design is expressly s and stipulates that Brandt did r t thereof to be maintained under s or damages related to or origin erty) associated therewith or as a	vas the engineer of record for the existing system design under included within the scope of the Proposal (and, in either case, not select, advise Customer regarding, engineer, design or this Contract. Accordingly, Brandt shall not be liable in any ating from prior or existing defects, deficiencies, injuries, or a result of prior ineffective maintenance. Brandt agrees, ery in accordance with the terms of the Contract.
9	No Liability for Incidental Microbiological Growth/M	fold. Customer acknowledges the	at 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.
- 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.
- 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.
- 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,  $\frac{1}{2}$
- 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.
- 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.
- 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.
- 10

6	Entire Agreement. This Contract constitutes the entire agreement and is not assi other party. This Contract may be modified or amended only by written agreeme	
	Accepted By Customer:	Brandt:





1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date	: August 11, 2020	Proposal#:	P202008060050
24 Hour Servi	ce Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
Customer:		Service Site:	
	Imad Shamaa		Imad Shamaa
	City of Pflugerville		Pflugerville Public Works
	100 E. Main Street		15500 Sun Light Near Way
	Pflugerville, TX 78660		Pflugerville, TX 78660
X Repair v	vork proposals are for the scope of work as list	ed below.	Buy Board #: 558-18
Equipme	ent replacement proposals are for the scope of	f work as listed below.	
	The Brandt Companies, LLC is please	d to submit the following price an	d general scope of work to be performed,
(at th	ne above-referenced service site), in the ar	nount of:\$11,461.00 excl	uding any applicable taxes.
Scope of Wo	air ionization technology. Bipolar The ions produced will travel throu including spaces unseen.  Brandt will provide bi-polar air ion	air ionization will purify the air bugh the air stream into the occupi	COVID-19 mitigation with the implementation of bipolar y eliminating airborne particulates, odors and pathogens, ed spaces cleaning the air everywhere ions have traveled, units located at BLDG #6 and (7) Split-DX AHU units at The product to be installed is manufactured by Global
	• GPS,FC-48 is self cleaning and motion field within the WSHP, therefore	re also providing a coil cleaning They come equipped with an on	AHU. During the time the fan is off, the devise will build an effect. They are constructed of composite carbon fiber and off switch and an ionization generation indication light, emissions).
	• Product warranty is (1) year.		
Exclusions:	<ul> <li>Anything not listed in the scope of and rigging.</li> </ul>	work including integration into b	uilding automation (BAS), utilization to alarm contacts
	Overtime Labor and all low voltage	e wire will be installed open and	with plenum rated wire.
	Remit To: The Brandt Companies, I	LLC, P.O.Box 227351, Dallas, T	X 75222-7351 - Tax EIN: 37-1652957
	• Austin • Dallas	• Fort Worth • Houston • Se	ın Antonio • Waco
	orders and contact you to coordinate the repo	airs. Our terms are net ten days from	igned proposal, we will begin mobilizing material the invoice date, and past due after thirty days.  Descriptions Page and Terms and conditions.
		Best Regards,	
		Danny I	<i>Celsey</i>
		Service Accoun	nt Manager
		Cell: 512-	364-5184
		Fax:	11 01 1
		Email: dann	y.kelsey@brandt.us
	Customer Acceptance		The Brandt Companies, LLC
Accepted By:		Accepted By:	
Name:		Name:	
Title:		Title:	
Company:			The Brandt Companies, LLC
Date:		Date:	
Purchase Order	Number:	**************************************	www.brandt-companies.com

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, we are also as a constant of the Company of th

Building a sustainable future for the communities we serve

August 11, 2020

Proposal Date:



P202008060050

## The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100, TACLA30430C/TECL20109/M41312

Proposal#:

24 Hour Service Dispatch: (512) 832-9398		ur Service Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
D-	andi	r's Service Proposal # P202008060050 _{"Proposal	l") is conditioned upon the foli	owing terms and conditions, which
ar 1		from the date of the respective work, repair or instal satisfaction of Customer, any defects in parts or mat adversely affecting the performance of the equipmer shall be performed by licensed personnel, if required ninety (90) days from the date of the respective wor make good to the satisfaction of Customer, any defections of the properties of the satisfaction of Customer, and defections of the satisfaction of customer.	ufacturers' parts and equipment llation performed by Brandt, Bra erials supplied by Brandt that ar nt installed by Brandt, if any. Bra d by applicable law, and will be p k, repair or installation perform	ween the parties: warranties received by Brandt. For a period of one (1) year undt agrees to repair, replace or otherwise make good to the e not covered under a manufacturer's warranty and that are andt warrants to Customer that all labor performed or provided performed in a good workman like manner. For a period of ed by Brandt, Brandt agrees to repair, replace or otherwise sely affecting the performance of the equipment installed by
2		Brandt, if any. <u>Insurance.</u> So long as any of the Work remains to be effect, the following insurance coverages:	e com-pleted, Brandt shall, at Bra	ndt's sole cost and expense, carry and maintain in full force and
		(A)Workers' compensation insurance coverage on a the State of Texas;	ll individuals employed upon or	about the Property according to the requirements of the laws of
				ime of this Proposal (which are: \$1M each occurrence; \$1M rations aggregate; \$10,000 medical expense (any one person)).
		request, Brandt shall deliver to Customer copies of t insurer(s) of any and all rights to subrogation.	he insurance policies. Brandt ar	event of any covered loss, or upon Customer's reasonable d Customer mutually agree to a waiver by their respective
3		the Mechanical Service scope excludes:	ding any other provision to the o	contrary in this Contract, including the incorporated Proposal,
		Maintenance or repair of Equipment cabinets;		
	(b.)	Ductwork and air distribution devices;		
	. ,	Water supply or drain beyond the Equipment;		
		Repair or replacement of heat exchangers in gas fire		
	. ,	Repair or replacement of metal tubes in condensers,	, chiller, boilers or any other hea	t exchanger;
		Moving or relocation of the subject equipment;		
		Repairs due to freezing;		Lucia de la composição
				regulations or as recommended by insurance companies;
	. ,			r failure, vandalism, or any other cause whatsoever beyond the
			nt including: disconnect switche	s, fuses, circuit breakers, and electrical wiring not specifically
	. ,	Water treatment; and		
4	(1,)	Property or injury, Brandt will notify Customer in w be exercised to protect Customer's Property, Brandt	riting and shall not proceed with t will not accept any responsibili	ng equipment that could potentially cause damage to the nout Customer's prior written consent. While all precautions will ty for damage to parking lots, driveways, or landscaping that that the damage is caused by Brandt's gross negligence or
5		Work Hours. Unless indicated otherwise, all pricing		ormed during regular working hours of 8:00 am to 5:00 pm, mal working hours, Customer agrees to pay the Brandt's
6		receipt of invoice. In the event payment is not received. Beginning with the thirty-first (31st) day follow payment is received. If default is made in the payment is received.	ved by Brandt within thirty (30) ving billing, such payment shall t ent of any sums due hereunder a s to pay to Brandt all costs of coll	l in accordance with the terms specified. Payments are due upon days following billing, such payment shall be considered past near interest at the maximum rate allowable by law until nd it becomes necessary that this Contract be placed in the ection, including reasonable attorney's fee. Brandt shall have ice, if payments as called for herein are not made.
7		<u>Cancellation</u> . This Contract may be cancelled by eith Brandt reserves the right to invoice and be paid for		ritten notice. In the event of cancellation by the Customer, on date.
		Accepted By Customer:		Brandt:



of laws principles.

16



### The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100, TACLA30430C/TECL20109/M41312

Propo	sal Date: August 11, 2020	Proposal#:	P202008060050
24 Ho	ur Service Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
8	prior and separate construction/design-build contract to the extent of that design), Customer acknowledges install the system, equipment or any component part capacity, under any theory of recovery for any claims	ct or system design is expressly i and stipulates that Brandt did n thereof to be maintained under or damages related to or origina rty) associated therewith or as a	is the engineer of record for the existing system design under a nocluded within the scope of the Proposal (and, in either case, obtselect, advise Customer regarding, engineer, design or his Contract. Accordingly, Brandt shall not be liable in any ting from prior or existing defects, deficiencies, injuries, or result of prior ineffective maintenance. Brandt agrees, y in accordance with the terms of the Contract.
9	systems repaired or serviced as a part of this Contrac growth. Brandt assumes no liability for nor warrants including, but not limited to, molds, fungi and other re	t may, under certain conditions, its work to protect against, elim elated matter, in or around duct :	the Heating, Ventilation, and Air-Conditioning equipment and become conducive to or incidentally support microbiological inate or inhibit any type of incidental microbiological growth systems, HVAC and related equipment or areas, Brandt agrees, y and to take measures to discourage such growth as required
10	<u>Limitation of Damages for Breach of Contract</u> . The fut this Contract, including, but not limited to, nonperfor Contract fee of the current year.	ll extent of Brandt's liability and mance or misrepresentation, and	Customer's exclusive remedy for damages from any breach of regardless of the form of action, shall be limited to the annual
	all claims against each other for any and all consequent damages arising out of or relating to this Contract. The use, lost revenue or profit, lost opportunity, loss of go facilities, services or goods regardless of the foreseea	ntial/special/indirect/incidental nis mutual waiver includes, but is odwill, loss of management or er bility of such damages. If Custor esents and warrants that it has t	ovision to the contrary, Brandt and Customer mutually waive and, to the extent allowable by law, all punitive/exemplary not limited to, damages incurred for rental expenses, loss of aployee productivity, cost of capital, and cost of substitute ner is a property manager or other legal agent or ne express requisite authority to waive claims for and recovery
	except as otherwise limited herein, CUSTOMER AND I officers, directors, agents, assigns, successors and em	BRANDT agree to indemnify, def ployees HARMLESS against all cl of OR RELATED TO the performa	CUSTOMER'S AND Brandt's RESPECTIVE negligence and end, and hold ONE ANOTHER AND THEIR RESPECTIVE aims and damages, losses and expenses (including, but not nee of this contract. NOTWITHSTANDING THE FOREGOING THONS 8-11 ABOVE.
		ence of such to Customer. Brand	or other hazardous materials on the Property, Brandt will will not resume work in the affected area until the hazardous mer's expense.
14	<u>Dispute Resolution and Governing Law.</u> This Contrac arising out of or related to this Contract will be resolv	t shall be interpreted and constr ed by agreement through a meet	ned according to the laws of the State of Texas. Any disputes ing of executive representatives of each party. If no resolution trator 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

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.

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: \_\_\_\_



1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Proposal Date:	: August 11, 2020	Proposal#:	P202005290007
24 Hour Service	ce Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
Customer:	. , ,	Service Site:	
	Imad Shamaa		Imad Shamaa
	City of Pflugerville		Pflugerville Police Department
	100 E. Main Street		1611 Pfenning Ln.
I	Pflugerville, TX 78660		Pflugerville, TX 78660
Repair w	ork proposals are for the scope of work as listed	below.	Buy Board #: 558-18
X Equipme	ent replacement proposals are for the scope of w	ork as listed below.	
	The Brandt Companies, LLC is pleased t	o submit the following price ar	nd general scope of work to be performed,
(at th	e above-referenced service site), in the amo	ount of: \$ 18,919.00 excl	uding any applicable taxes.
Scope of Wo	air ionization technology. Bipolar ai	r ionization will purify the air b	COVID-19 mitigation with the implementation of bipolar by eliminating airborne particulates, odors and pathogens. ed spaces cleaning the air everywhere ions have traveled,
	will use the Model #: FC-48, (1) per	unit. The court and office large	Split-DX units. The gun range RTU and Split-DX AHU's RTU's will utilize the iMOD devise. One bar per units act to be installed is manufactured by Global Plasma
	coil. The FC-48 is self cleaning and build an ion field within the AHU, the	mounts on the fan body within erefore also providing a coil cle 24vac). They come equipped w	nat mount on the entering or leaving side of the cooling the AHU. During the time the fan is off, the devise will eaning effect. They are constructed of composite carbon with an on/off switch and an ionization generation atted (zero ozone emissions).
	• Product warranty is (1) year,		
Exclusions:	and rigging.		uilding automation (BAS), utilization to alarm contacts
	<ul> <li>Overtime Labor and all low voltage v</li> </ul>	rire will be ran open and with p	olenum rated wire.
	Remit To: The Brandt Companies, LL		
	• Austin • Dallas •	Fort Worth • Houston • So	an Antonio • Waco
,	We appreciate the opportunity to provide you with orders and contact you to coordinate the repair. This contract is not valid without attachment an	Our terms are net ten days from	
		Best Regards,	
		Danny R	(elsey
		Service Account	
		Cell: 512-2	364-5184
			y.kelsey@brandt.us
C	Customer Acceptance		The Brandt Companies, LLC
Accepted By:		Accepted By:	
Name:		Name:	
Title:		Title:	
		Title.	The Breat Conseries II C
Company:	*	Detail	The Brandt Companies, LLC
Date: Purchase Order 1	Number	Date:	wandt-companies as
arenase Order I	i i i i i i i i i i i i i i i i i i i	-	www.brandt-companies.com

 $Regulated \ by \ The \ Department \ of \ \textit{Licensing and Regulation/P.O.} \ Box \ 12157, \ \textit{Austin, TX} \ \ 78711/1-800-803-9202/512-463-6599/www. \textit{license.state.t.x.us}$ 

Building a sustainable future for the communities we serve



### The Brandt Companies, LLC

1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Propos	sal Date:	August 11, 2020	Proposal#:	P202005290007
24 Ho	ur Service Di	spatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
Brand	t's Service Pro	pposal # P202005290007 _("Proposal")	is conditioned upon the follo	wing terms and conditions, which
	Warranty. Br from the date satisfaction o adversely affe shall be perfo ninety (90) di make good to Brandt, if any Insurance. So effect, the foll	reference and, together with the Propandt shall furnish to Customer all manufact the respective work, repair or installated Customer, any defects in parts or materisecting the performance of the equipment rmed by licensed personnel, if required by ays from the date of the respective work, the satisfaction of Customer, any defects to long as any of the Work remains to be conving insurance coverages:	posal, form the Contract between acturers' parts and equipment witten performed by Brandt, Branials supplied by Brandt that are installed by Brandt, if any. Brany applicable law, and will be perepair or installation performed in workmanship that is adverse om-pleted, Brandt shall, at Bran	
	the State of To	exas; ability insurance coverage with the limits	maintained by Brandt at the tir	ne of this Proposal (which are: \$1M each occurrence; \$1M ations aggregate; \$10,000 medical expense (any one person)).
	request, Bran insurer(s) of General Limit the Mechanic Maintenance	dt shall deliver to Customer copies of the any and all rights to subrogation. tations on Scope of Work. Notwithstandi al Service scope excludes: or repair of Equipment cabinets;	insurance policies. Brandt and	vent of any covered loss, or upon Customer's reasonable I Customer mutually agree to a waiver by their respective ontrary in this Contract, including the incorporated Proposal,
(c.) (d.) (e.) (f.) (g.)	Water supply Repair or rep Repair or rep Moving or rel Repairs due t	-	hiller, boilers or any other heat	exchanger; egulations or as recommended by insurance companies;
(i.) (j.) (k.)	Damage of an Electrical con Water treatm Piping system Hoisting/Rig	y kind due to corrosion, erosion, electrol nponents associated with the Equipment lent; and ns of any nature. ging Operations. Prior to the use of heavy	ytic actions, acts of God, power including: disconnect switches,	failure, vandalism, or any other cause whatsoever beyond the fuses, circuit breakers, and electrical wiring not specifically gequipment that could potentially cause damage to the put Customer's prior written consent. While all precautions will
5	be exercised may occur as willful miscon Work Hours Monday thro	to protect Customer's Property, Brandt w a result of normal hoisting and rigging of nduct. Unless indicated otherwise, all pricing i	vill not accept any responsibility perations, except to the extent t s based upon work being perfor	or for damage to parking lots, driveways, or landscaping that hat the damage is caused by Brandt's gross negligence or med during regular working hours of 8:00 am to 5:00 pm, tal working hours, Customer agrees to pay the Brandt's
6	Payments. Coreceipt of invidue. Beginning payment is rehands of an a	ustomer agrees to pay Brandt all sums du oice. In the event payment is not received ng with the thirty-first (31st) day following aceived. If default is made in the paymen ttorney for collection, Customer agrees to	d by Brandt within thirty (30) d ng billing, such payment shall be t of any sums due hereunder an o pay to Brandt all costs of colle	in accordance with the terms specified. Payments are due upon ays following billing, such payment shall be considered past that interest at the maximum rate allowable by law until d it becomes necessary that this Contract be placed in the ction, including reasonable attorney's fee. Brandt shall have te, if payments as called for herein are not made.
7		This Contract may be cancelled by either wes the right to invoice and be paid for w		itten notice. In the event of cancellation by the Customer, a date,

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





1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100, TACLA30430C/TECL20109/M41312

Prop	osal Date: August 11,	2020	Proposal#:	P202005290007
24 H	our Service Dispatch: (512	) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
8	prior and separate constru- to the extent of that design install the system, equipme capacity, under any theory damage (whether to the sys	tion/design-build contract or, Customer acknowledges and It or any component part the of recovery for any claims or tem, equipment or Property)	r system design is expressly i d stipulates that Brandt did n reof to be maintained under damages related to or origina associated therewith or as a	as the engineer of record for the existing system design under a noluded within the scope of the Proposal (and, in either case, ot select, advise Customer regarding, engineer, design or this Contract. Accordingly, Brandt shall not be liable in any ting from prior or existing defects, deficiencies, injuries, or result of prior ineffective maintenance. Brandt agrees, y in accordance with the terms of the Contract.
9	systems repaired or service growth. Brandt assumes no including, but not limited to	d as a part of this Contract m liability for nor warrants its , molds, fungi and other relat omer about the existence of s	ay, under certain conditions, work to protect against, elim ed matter, in or around duct :	t the Heating, Ventilation, and Air-Conditioning equipment and become conducive to or incidentally support microbiological inate or inhibit any type of incidental microbiological growth systems, HVAC and related equipment or areas. Brandt agrees, ry and to take measures to discourage such growth as required
10	Limitation of Damages for I this Contract, including, but Contract fee of the current y	reach of Contract. The full ex not limited to, nonperformar ear.	ice or misrepresentation, and	Customer's exclusive remedy for damages from any breach of regardless of the form of action, shall be limited to the annual
11	all claims against each other damages arising out of or ro- use, lost revenue or profit, I facilities, services or goods representative of the prope	for any and all consequentia lating to this Contract. This r ost opportunity, loss of goody regardless of the foreseeabilit	l/special/indirect/incidental nutual waiver includes, but is vill, loss of management or er ty of such damages. If Custor nts and warrants that it has ti	rovision to the contrary, Brandt and Customer mutually waive and, to the extent allowable by law, all punitive/exemplary not limited to, damages incurred for rental expenses, loss of aployee productivity, cost of capital, and cost of substitute ner is a property manager or other legal agent or ne express requisite authority to waive claims for and recovery
12	Indemnity. To the fullest ex except as otherwise limited officers, directors, agents, a limited to, REASONABLE at	tent permitted by law, to the herein, CUSTOMER AND BRA signs, successors and emplo orney's fees) arising out of O	PROPORTIONATE extent OF NDT agree to indemnify, defo yees HARMLESS against all cl	CUSTOMER'S AND Brandt's RESPECTIVE negligence and end, and hold ONE ANOTHER AND THEIR RESPECTIVE aims and damages, losses and expenses (including, but not noce of this contract. NOTWITHSTANDING THE FOREGOING THONS 8-11 ABOVE.
13	Hazardous Materials. If Bra immediately stop work and	ndt encounters asbestos, poly report in writing the evidenc	chlorinated biphenyl (PCB)	or other hazardous materials on the Property, Brandt will twill not resume work in the affected area until the hazardous
14	Dispute Resolution and Gov arising out of or related to to can be reached, the dispute rules promulgated by the Ar	rning Law. This Contract sh is Contract will be resolved I will be resolved through bind nerican Arbitration Associati	all be interpreted and constr by agreement through a meet ing arbitration before an arb on. The parties agree that the	ared according to the laws of the State of Texas. Any disputes ing of executive representatives of each party. If no resolution itrator experienced in construction law and according to the earbitration will be commenced within sixty (60) days of d by the laws of the State of Texas without regard to conflicts
15	warrants that it has the exp	ess requisite authority to ent	er into all of the terms of this	tative of the property owner, Customer represents and Contract including, without limitation, the authority to waive mages on behalf of the property owner as well as for itself.
16			reement and is not assignable of the contract	e by either party without the express written consent of the both parties.

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



1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100, TACLA30430C/TECL20109/M41312

Proposal Date:	August 11, 2020	Proposal#:	P202008060043
24 Hour Service	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC
Customer:	(,	Service Site:	
	Imad Shamaa	Bel vice Site.	Imad Shamaa
	City of Pflugerville		Pflugerville Library
	00 E. Main Street		1008 Pfluger St. W.
Pfl	ugerville, TX 78660		Pflugerville, TX 78660
Repair work	k proposals are for the scope of work as list	ed below.	Buy Board #: 558-18
X Equipment	replacement proposals are for the scope of	f work as listed below.	
	The Brandt Companies, LLC is please	d to submit the following price ar	d general scope of work to be performed,
(at the	above-referenced service site), in the a	mount of: \$ 22,538.00 excl	uding any applicable taxes.
Scope of Worl	air ionization technology. Bipolar The ions produced will travel throi including spaces unseen.  Brandt will provide bi-polar air ion	air ionization will purify the air bugh the air stream into the occupionization for a total of (5) RTU, (7)	COVID-19 mitigation with the implementation of bipolar by eliminating airborne particulates, odors and pathogens. ed spaces cleaning the air everywhere ions have traveled, a Split-DX units, (4) Mini-Split AHU's, (3) EUH. The RTU EUH units will also utilize the FC-48, however Brandt will
	install (2) per unit. The Mini-Split Solution (GPS). • GPS, FC-48 and FC-2 are self clea	Cassetts will use the FC-2. The printing and mount on the fan body was a second control of the second control of the fan body was a second control of the fan b	product to be installed is manufactured by Global Plasma within the AHU/RTU. During the time the fan is off, the
	composite carbon fiber and consur	ne very little power (24vac). They	ng a coil cleaning effect. They are constructed of come equipped with an on/off switch and an ionization 2998 validated (zero ozone emissions).
	• Product warranty is (1) year.		
Exclusions:	<ul> <li>Anything not listed in the scope of and rigging.</li> </ul>	work including integration into b	uilding automation (BAS), utilization to alarm contacts
	Overtime Labor.		
	Remit To: The Brandt Companies, 1	LLC, P.O.Box 227351, Dallas, T	X 75222-7351 - Tax EIN: 37-1652957
	• Austin • Dallas	s • Fort Worth • Houston • S.	an Antonio • Waco
(	orders and contact you to coordinate the rep	airs. Our terms are net ten days from	igned proposal, we will begin mobilizing material the invoice date, and past due after thirty days.  Descriptions Page and Terms and conditions.
		Best Regards,	
		Danny I	-
		Service Account	-
		Cell: 512-: Fax: -	364-5184
			y,kelsey@brandt.us
Cus	stomer Acceptance		The Brandt Companies, LLC
Accepted By:		Accepted By:	
Name:		Name:	
Title:		Title:	
Company:	<del></del>	0	The Brandt Companies, LLC
Date:		Date:	The Branut Companies, LLC
Purchase Order Nu	ımber:		www.brandt-companies.com
			TOTAL COMPANIES COM

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1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100, TACLA30430C/TECL20109/M41312

Pr	opos	al Date:	August 11, 2020	Proposal#:	P202008060043			
24	Hou	r Service Di	spatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC			
Br	andt'	s Service Pro	"Proposal # P202008060043 .("Proposa	il") is conditioned upon the fo	llowing terms and conditions, which			
	e inco	L''Proposal") is conditioned upon the following terms and conditions, which corporated by reference and, together with the Proposal, form the Contract between the parties:  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						
2	1 1	shall be perfo ninety (90) do make good to Brandt, if any	rmed by licensed personnel, if require ays from the date of the respective wo the satisfaction of Customer, any defe	ed by applicable law, and will be rk, repair or installation perforr cts in workmanship that is adve	performed in a good workman like manner. For a period of ned by Brandt, Brandt agrees to repair, replace or otherwise rsely affecting the performance of the equipment installed by andt's sole cost and expense, carry and maintain in full force and			
_		effect, the foll	owing insurance coverages:	•	r about the Property according to the requirements of the laws of			
	1	the State of Texas;						
					time of this Proposal (which are: \$1M each occurrence; \$1M erations aggregate; \$10,000 medical expense (any one person)).			
	1	request, Bran			event of any covered loss, or upon Customer's reasonable nd Customer mutually agree to a waiver by their respective			
3	1	the Mechanic	al Service scope excludes:	nding any other provision to the	contrary in this Contract, including the incorporated Proposal,			
			or repair of Equipment cabinets; d air distribution devices;					
	. ,		or drain beyond the Equipment; lacement of heat exchangers in gas fir	ad firms are and dust heaters.				
		, .	lacement of neat exchangers in gas in lacement of metal tubes in condensers		at exchanger;			
		-	ocation of the subject equipment;					
		Repairs due t Work made n	_	nment codes, building and union	regulations or as recommended by insurance companies;			
	` '				er failure, vandalism, or any other cause whatsoever beyond the			
			•		es, fuses, circuit breakers, and electrical wiring not specifically			
	(ki)	Water treatm	ent; and					
4	io i	Hoisting/Rig Property or in be exercised	njury, Brandt will notify Customer in v to protect Customer's Property, Brand	vriting and shall not proceed wi It will not accept any responsibi	ing equipment that could potentially cause damage to the thout Customer's prior written consent. While all precautions will ity for damage to parking lots, driveways, or landscaping that			
5	,	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.  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						
_			rtime charge rates.	. Jun with annual to this Dunna	which recorded as with the terms are sifted. Become ate one due more			
6		receipt of inv due. Beginnir payment is re hands of an a	oice. In the event payment is not receing with the thirty-first (31st) day follo eccived. If default is made in the paym ttorney for collection, Customer agree	ved by Brandt within thirty (30 wing billing, such payment shall ent of any sums due hereunder s to pay to Brandt all costs of co	al in accordance with the terms specified. Payments are due upon ) days following billing, such payment shall be considered past bear interest at the maximum rate allowable by law until and it becomes necessary that this Contract be placed in the llection, including reasonable attorney's fee. Brandt shall have tice, if payments as called for herein are not made.			
7			This Contract may be cancelled by eit ves the right to invoice and be paid for		vritten notice. In the event of cancellation by the Customer, on date.			
			Accepted By Customer		Brandt:			





1340 Airport Commerce Drive, Ste. 575, Austin, TX 78741, (512) 491-9100. TACLA30430C/TECL20109/M41312

Prop	osal Date:	August 11, 2020	Proposal#:	P202008060043		
24 H	our Service D	Dispatch: (512) 832-9398	Reference:	Bi-Polar Air Ionization for HVAC		
8	prior and se to the extent install the sy capacity, und damage (wh	parate construction/design-build contr c of that design), Customer acknowledge stem, equipment or any component pa der any theory of recovery for any clain ether to the system, equipment or Prop	act or system design is expressly inc es and stipulates that Brandt did not rt thereof to be maintained under th is or damages related to or originati erty) associated therewith or as a re	the engineer of record for the existing system design under a cluded within the scope of the Proposal (and, in either case, select, advise Customer regarding, engineer, design or is Contract. Accordingly, Brandt shall not be liable in any ng from prior or existing defects, deficiencies, injuries, or isult of prior ineffective maintenance. Brandt agrees, in accordance with the terms of the Contract.		
9	systems repa growth. Bra including, bu however, to	aired or serviced as a part of this Contra ndt assumes no liability for nor warran It not limited to, molds, fungi and other	act may, under certain conditions, be ts its work to protect against, elimin related matter, in or around duct sy:	the Heating, Ventilation, and Air-Conditioning equipment and secome conducive to or incidentally support microbiological ate or inhibit any type of incidental microbiological growth stems, HVAC and related equipment or areas. Brandt agrees, and to take measures to discourage such growth as required		
10	Limitation of this Contract Contract fee	Damages for Breach of Contract. The f ; including, but not limited to, nonperfor of the current year.	rmance or misrepresentation, and r	istomer's exclusive remedy for damages from any breach of egardless of the form of action, shall be limited to the annual		
11	all claims aga damages aris use, lost reve facilities, ser representati	sinst each other for any and all consequeing out of or relating to this Contract. " enue or profit, lost opportunity, loss of gevices or goods regardless of the foresee we of the property owner, Customer rep	ential/special/indirect/incidental ar this mutual waiver includes, but is n goodwill, loss of management or emp ability of such damages. If Custome resents and warrants that it has the	vision to the contrary, Brandt and Customer mutually waive nd, to the extent allowable by law, all punitive/exemplary ot limited to, damages incurred for rental expenses, loss of ployee productivity, cost of capital, and cost of substitute er is a property manager or other legal agent or express requisite authority to waive claims for and recovery		
12	of such damages on behalf of the property owner as well as for itself.  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	immediately	stop work and report in writing the evi	dence of such to Customer. Brandt v	other hazardous materials on the Property, Brandt will will not resume work in the affected area until the hazardous		
14	material has been removed or determined harmless by a qualified laboratory at Customer's expense.  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	warrants tha	t it has the express requisite authority t	to enter into all of the terms of this C	ative of the property owner, Customer represents and ontract including, without limitation, the authority to waive ages on behalf of the property owner as well as for itself.		
16		<u>ment.</u> This Contract constitutes the ent This Contract may be modified or amen		by either party without the express written consent of the th parties.		
		Accepted By Customer:	Bra	ndt:		