

December 1, 2022

For more than 60 years,
Brandt has worked to design, build and
service facilities that are energy efficient,
environmentally sensitive & cost effective.



P-20210316-0028 R1

Burleson Rec Center BAS Upgrade

Proposal Presented To:

Marc Whitten

For Work Performed At:

Marc Whitten

Burleson Recreation Center
550 NW Summercrest
Burleson, Tx 76028

Prepared By:

Karl Kirkpatrick

Service Account Manager

Cell: 817-757-9189

Fax: -

Email: karl.kirkpatrick@brandt.us

24 Hour Service Dispatch

(817) 626-1693



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



The Brandt Companies, LLC

1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

Proposal Date: December 1, 2022

24 Hour Service Dispatch: (817) 626-1693

Customer:

Marc Whitten

Burleson Recreation Center
550 NW Summercrest
Burleson, Tx 76028

Proposal#:

P-20210316-0028 R1

Reference:

Burleson Rec Center BAS Upgrade

Service Site:

Marc Whitten

Burleson Recreation Center
550 NW Summercrest
Burleson, Tx 76028

☒ **Repair work proposals** are for the scope as listed on the following page.

Equipment replacement proposals are for the scope of work as listed on the following page.

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: \$ **160,255.00** excluding any applicable taxes.

Price Valid for 30 Days

Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - 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,

Karl Kirkpatrick

Service Account Manager

Cell: 817-757-9189

Fax: -

Email: karl.kirkpatrick@brandt.us

Customer Acceptance

Accepted By:

Name:

Title:

Company:

Date:

Purchase Order Number:

The Brandt Companies, LLC

Accepted By:

Charles Steele

Digitally signed by Charles Steele
DN: cn=Charles Steele, c=US,
o=The Brandt Companies, LLC,
email=Charles.steele@Brandt.us
Date: 2022.12.07 09:33:57 -06'00'

Name:

Title: **Sales Manager**

The Brandt Companies, LLC

Date: **12-07-2022**

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.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.~~

**Brandt will accept striking the Confidential clause above
from this proposal**

Charles Steele

Digitally signed by Charles Steele
DN: cn=Charles Steele, c=US,
o=The Brandt Companies, LLC,
email=Charles.steele@Brandt.us
Date: 2022.12.07 09:33:44 -
06'00'

Scope of Work, Exclusions and Clarifications

Demolition:

- Demo existing American Auto-matrix controllers and re-use enclosures
 - Use existing wiring to end devices where applicable

DDC Controls Scope:

Global Controller & Communication Wiring:

- New Jace-8000 Global BACnet MSTP to IP Controller (existing)
 - Use of existing Power, IP drop and static IP addresses
 - Any additional IT infrastructure will be provided by the owner
 - Latest **Niagara 4** Revision will be used with **Distech, this is all open products and non-proprietary.**
 - **Each piece of mechanical equipment will have a graphic depicting the status and temperature being controlled**
 - **Floor plan graphics will be created off customers available documentation and edited as need on start-up**
 - Alarms will be configured to notify personnel if temperature problems and if equipment did not start according to the user defined time schedule or temperature triggered event, these will be sent via email
 - To monitor or control the system remotely, an authorized user with a password needs access to the IP address of the Niagara Server via a standard web browser on a PC, Tablet or Smart Phone
 - Trends will be configured based on user input and what is setup in the current system
- Provision of all **new** Bacnet communication wire (Campus-wide)
 - This wiring will be run to all existing controller locations
- Provision of all new control drawings and as-builts is included

Chilled Water System to include the following monitored/control points:

- Air-Cooled Chillers Enable/Disable (Qty. 2)
- Air-Cooled Chillers Status (Qty. 2)
- Air-Cooled Chillers BACnet Interface (Qty. 2)
- Chiller Water Supply and Return Temperature Sensors (Qty. 2)
- Chiller Isolation Valves (Qty. 2)
- Chilled Water Bypass Valve (Qty. 1)
- Building Chilled Water Supply and Return Temperature Sensors (Qty. 4)
- Chilled Water Pump Enable/Disable (Qty. 4)
- Chilled Water Pump Status (Qty. 4)
- Chilled Water VFD Speed Control with BACnet Interface (Qty. 4)

Hot Water System to include the following monitored/control points:

- Boiler Enable/Disable (Qty. 2)
- Boiler Status (Qty. 2)
- Boiler BACnet Interface (Qty. 2)
- Boiler Hot Water Supply Temperature Sensor (Qty. 2)
- Hot Water Pump Enable/Disable (Qty. 2)
- Hot Water Pump Status (Qty. 2)
- Hot Water Pump VFD Speed Control (Qty. 2)

- Hot Water Supply Temperature Sensor (Qty. 1)
- Return Temperature Sensor (Qty. 1)

Constant Volume Chilled Water/ Hot Water RTU's to include the following monitored/control points (Qty. 5):

- Supply Fan Enable/Disable
- Supply Fan Status
- Return Air Temperature Sensor
- Supply Air Temperature Sensor
- Mixed Air Temperature Sensor
- Chilled Water Valve Modulation
- Hot Water Valve Modulation
- Safety Circuit (High Duct Pressure, Low Duct Pressure, Freeze Stat)
- Final Filter Pressure Switch
- Outside Air Damper Modulation
- Return Air Damper Modulation
- Chilled Water Supply Temperature Sensor
- Chilled Water Return Temperature Sensor
- Hot Water Supply Temperature Sensor
- Hot Water Return Temperature Sensor

Constant Volume Chilled Water/ Hot Water RTU's with Economizers to include the following monitored/control points (Qty. 5):

- Supply Fan Enable/Disable
- Supply Fan Status
- Return Air Temperature Sensor
- Supply Air Temperature Sensor
- Mixed Air Temperature Sensor
- Chilled Water Valve Modulation
- Hot Water Valve Modulation
- Safety Circuit (High Duct Pressure, Low Duct Pressure, Freeze Stat)
- Final Filter Pressure Switch
- Outside Air Damper Modulation
- Return Air Damper Modulation
- Relief Air Damper Modulation
- Chilled Water Supply Temperature Sensor
- Chilled Water Return Temperature Sensor
- Hot Water Supply Temperature Sensor
- Hot Water Return Temperature Sensor

Constant Volume Chilled Water/ Hot Water RTU's with Economizers and Air Flow Monitoring Station to include the following monitored/control points (Qty. 1):

- Supply Fan Enable/Disable
- Supply Fan Status
- Relief Fan Enable/Disable
- Relief Fan Status
- Return Air Temperature Sensor

- Supply Air Temperature Sensor
- Mixed Air Temperature Sensor
- Circulating Pump Enable/Disable
- Chilled Water Valve Modulation
- Hot Water Valve Modulation
- Safety Circuit (High Duct Pressure, Low Duct Pressure, Freeze Stat)
- Final Filter Pressure Switch
- Outside Air Damper Modulation
- Return Air Damper Modulation
- Relief Air Damper Modulation
- Chilled Water Supply Temperature Sensor
- Chilled Water Return Temperature Sensor
- Hot Water Supply Temperature Sensor
- Hot Water Return Temperature Sensor
- Outside Air Flow Monitoring Station

Fan Coil Unit to include the following monitored/control points (Qty. 1):

- Fan Enable/Disable
- Fan Status
- Space Temperature Sensor
- Supply Air Temperature Sensor
- Chilled Water Control Valve
- Hot Water Valve Modulation
- Filter Status
- Drain Pan Alarm Switch
- Outside Air Damper Actuator

Pool Room Units (BACnet Interface) to include the following monitored/control points (Qty. 2):

- Provide single point interface cabling from BMS to Pool Room Unit Interface Card and software mapping for up to 20 Points
- 4 - Pool Unit Pump Enable/Disable
- 4 - Pool Unit Pump Status

Fan Powered Terminal Boxes with Hot Water Reheat to include the following monitored/control points (Qty. 16):

- Damper control
- CFM Flow Monitoring
- Zone Temperature
- Hot Water Control Valve Modulation
- Supply Fan Enable/Disable
- Supply Air Temperature Sensor

VAV Terminal Box with Hot Water Reheat to include the following monitored/control points (Qty. 1):

- Damper control
- CFM Flow Monitoring
- Zone Temperature
- Hot Water Control Valve Modulation

- Supply Air Temperature Sensor

Exhaust Fans to include the following monitored/control points (Qty. 11):

- Fan Enable/Disable
- Fan Status

Exhaust Fans with Space Temperature to include the following monitored/control points (Qty. 2):

- Fan Enable/Disable
- Fan Status
- Space Temperature Sensor

Exhaust Fans with VFD Speed Control to include the following monitored/control points (Qty. 1):

- Fan Enable/Disable
- Fan Status
- Space Temperature Sensor
- Exhaust Fan VFD Speed Control

Unit Heaters to include the following monitored/control points (Qty. 1):

- Fan Enable/Disable
- Fan Status
- Hot Water Control Valve Modulation

Dessert Air Units to include the following monitored (Qty. 2):

- DAT
- RAT
- Fan Status

Clarifications and Items Excluded

- All existing control devices and associated wiring is assumed to be in working order. Any repairs needed to existing devices or wiring will be documented and change order proposals will be provided
- Upon completion of the project, Burleson Recreational Center will receive all administrative level credentials and ownership of all programming, graphics, and databases
- All new BACnet communication wiring will be installed
- This assumes all current fire/smoke alarm interlock devices are in proper working order
 - If current interlock devices are found to be defective, the owner will be responsible for repair/replacement
- **Brandt assumes that all fire/smoke dampers are in proper working order**
- Installation with plenum rated cabling (without conduit) above accessible ceilings and installed with EMT conduit where exposed
- Brandt will re-use existing DDC panels, controllers, conduit, and wiring where applicable
- All engineering, programming, graphics, submittals and as-builts are included
- One-year warranty on new parts & labor
- Up to Eight (8) hours of on-site training of control system operation
- Excludes fire/smoke dampers and duct mounted smoke detectors
- Drywall patching and painting is excluded in all locations where applicable
- All network drops will be provided for by the owner
- Natatorium Dessert Aire Units Reprogramming or Control



The Brandt Companies, LLC

1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

Proposal Date: December 1, 2022

Proposal#:

P-20210316-0028 R1

24 Hour Service Dispatch: (817) 626-1693

Reference:

Burleson Rec Center BAS Upgrade

Brandt's Service Proposal # P-20210316-0028 R1 .("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: \$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 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: _____

CS

The Brandt Companies, LLC

1001 NE Loop 820 Suite 300, Fort Worth, TX 76131, (817) 626-0033, TACLA64706R/TECL20109/M40211

Proposal Date: December 1, 2022

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- 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: _____

CS

**City of Burleson
Addendum to Vendor's Contract
Additional Provisions**

Vendor Name: The Brandt Companies, LLC

Vendor Address: PO Box 227351, Dallas, TX 75222-7351

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

Charles Steele

Printed: _____

Title: Sales Manager

Date: 12-1-2022

Digitally signed by Charles Steele
DN: cn=Charles Steele, c=US,
o=The Brandt Companies, LLC,
email=Charles.steele@Brandt.us
Date: 2022.12.01 17:20:55 -06'00'