

**BUYBOARD CONTRACT WITH
THE CITY OF GEORGETOWN, TEXAS**

THIS AGREEMENT is made and entered into this ___ day of September, 2022 (“Effective Date”) by and between the **CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipality (the “City”) and The Brandt Companies LLC, (the “Vendor”).

WHEREAS, pursuant to Chapter 271 of the Texas Local Government Code, the City has the legal authority to participate in a purchasing cooperative organization for purposes of procuring services and goods;

WHEREAS, the City entered into an Interlocal Participation Agreement with the Texas Local Government Purchasing Cooperative (“BuyBoard”) on February 11, 2002 to facilitate compliance with state bidding requirements, to identify qualified Vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function and to realize the various potential economies, including administrative cost savings;

WHEREAS, the City requires heating, ventilation, and air conditioning (“HVAC”) installation and replacement services;

WHEREAS, the Vendor has an agreement with BuyBoard for HVAC installation and replacement through BuyBoard Contract No. 631-20 (“Contract”); and

WHEREAS, the City desires to use the above referenced Contract to purchase as needed HVAC replacement and installation services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. Vendor affirms and ratifies the terms and conditions of the above-referenced Contract and agrees to perform the services set forth therein for the City in accordance with the terms of the Contract.
3. The City agrees to utilize the HVAC replacement and installation Services of the Vendor in the manner and upon the terms and conditions as set forth in the Contract.
4. Except as otherwise stated herein, the terms and conditions of the Contract shall form the basis of this Agreement. The Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions and provisions of this Agreement shall control.

5. The terms and conditions of the Contract are modified, amended or supplemented as follows:
- a. The term of this Agreement begins on the Effective Date of this Agreement and shall be effective through September 30, 2023, with two possible one-year renewals. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.
 - b. Performance bonds shall be provided in accordance with Section 2253.021 of the Texas Government Code if the replacement and installation cost is greater than \$100,000. A payment bond shall be provided in accordance with Section 2253.021 of the Texas Government Code if the replacement cost is greater than \$50,000 per individual work request. Each bond shall be issued in an amount of one hundred percent (100%) of the work request amount by a solvent surety or insurance company licensed to do business in the State of Texas, and registered/approved by United States Treasury Department.
 - c. The term “subcontractor” shall mean and include only those hired by and having a direct contract with Vendor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Vendor for performance of work, and all subcontractors shall look exclusively to the Vendor for any payments due. The Vendor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
 - i. *Duty to pay Prevailing Wage Rates.* The Vendor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Georgetown to be the prevailing wage rates in accordance with Chapter 2258. Such current prevailing wage rates are made part of these Contract Documents and can be found at <https://www.wdol.gov/wdol/scafiles/davisbacon/TX>.
 - ii. *Penalty for Violation.* Vendor or any subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code 2258.023.
 - d. Vendor must have worker’s compensation insurance with limits as required by the Texas Workers’ Compensation Act and Employer’s Liability Insurance with limits of not less than:
 - \$1,000,000 each accident;
 - \$1,000,000 disease each employee; and

\$1,000,000 disease policy limit.

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation in favor of the City.

- e. The City may not expend in excess of \$658,000.00 for Vendor's services under this Contract.
- f. The City hereby designates the following representative as authorized to act on its behalf with regard to this Agreement:

Trish Long
City of Georgetown Facilities Manager
Office (512) 931-7714
trish.long@georgetown.org

- g. The Notice address for the City shall be amended as follows:

Notice to the City:
City Manager
PO Box 409
Georgetown, Texas 78626

With a copy to:

City Attorney
PO Box 409
Georgetown, Texas 78626

- h. In accordance with Section 791.011(j) of the Government Code, the City certifies that this project does not require the preparation of plans and specifications under Chapter 1001 or 1051, Occupations Code.
- i. This Agreement, with all exhibits, includes the entire agreement of the City and the Vendor and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

[signatures on following page]

THE BRANDT COMPANIES LLC

By:

Name:

Title:

Date:

THE CITY OF GEORGETOWN

By:

Name:

Title:

Date:

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney