



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number**

Budget Amendment Number

37.05

Agenda Date

7/1/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

11001500 Contingency

From: Division Name

DECREASE EXPENDITURE(S):

61130000 Contingency

From: Account Number

From: Amount

\$

230,041.00

AMOUNT OF DECREASE

Total

\$ 230,041.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

NOT LISTED

To: Division Name

INCREASE EXPENDITURE(S):

14500006 Project Manage

To: Unlisted Division Name

INCREASE EXPENDITURE(S):

65051000 Air Conditioning/Heati

To: Account Number

To: Amount

\$

190,041.00

AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

NOT LISTED

To: Division Name

INCREASE EXPENDITURE(S):

14500006 Project Manage

To: Unlisted Division Name

INCREASE EXPENDITURE(S):

72590000 Professional Fees - O

To: Account Number

To: Amount

\$

40,000.00

AMOUNT OF INCREASE

Total \$ 230,041.00
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation Explanation to reclassify budget to proper accounts:
Reallocation of funds to the proper accounts for the parts and labor required to service the existing Variable Refrigerant Flow (VRF) HVAC system at the McLeod Building. This includes the replacement of the compressors and cassettes, as well as the installation of refrigerant pipe isolation valves to allow for easier future servicing of the equipment. A new, networkable controller is also part of the work, which will allow for remote monitoring and e-mail-based notifications from the system. Currently, there are many active leaks in the refrigerant piping at the terminations of the cassettes, requiring recharging of the compressors on a bi-weekly basis. The VRF system is currently 8 years old and was installed as part of the remodel of the building.

File and Documentation

File Upload	Upload	
	B Brazos VRF Compressor Install.pdf	214.51KB
	Employee Medical Clinic and Voting Center_0425DBAI1586.pdf	333.98KB
	124147J-Brazos Co Cx-Wellness Clinic.pdf	150.5KB

Signature Initiator
Nina Payne

Department (?) BUDGET OFFICE

Signature Elected Official/Dept Head
Nina Payne

Comments Elected Official/Dept Head Comments

Signature Budget Officer Signature
Spencer A Mays

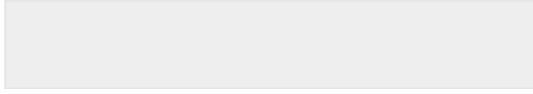
Budget Officer Comments

CC Approval Oracle Posted Sign

Completion Date Date will be captured on form submission

Comments

Commissioners Court Decision Comments





Address 9011 S Sam Houston PWKY W
Missouri City TX 77489
Phone (832) 621-5299
Fax Carrier Buy Board # 720-23
E-mail blair.gillard@carrier.com

Contact Name Ernest STUTTS
Account BRAZOS COUNTY
Phone 979-361-4460

Site Address 200 S Texas Ave
Bryan
TX
77803-3997
United States

Estimate Date 05/29/2025

Quote Number 01593809

Job Description B Brazos VRF/Compressor Install

Scope of Work

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$86,250.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Blair Gillard

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

The attached Terms & Conditions shall govern.



**CARRIER ENTERPRISE SOUTH
CENTRAL**
16230 Port NW Dr
HOUSTON, TX 77041-2645
(P) (712) 363-3976

Proposal

Project Name:	Employee Medical Clinic and Voting Center	Bid Date:	01/17/2025
Location:	300 E WM J Bryan Pkwy Bryan, TX 77803	Expiration Date:	04/22/2025
Attention:	Buy Board #720-23	Proposal Number:	0425DBAI1586

All Bidders,

Mark For	Qty	Model Number	Description
Centralized Controller	1	BMS-CT2560U-UL	TC Touch Screen Controller - 256
Start Up Assistance	1	VRF START UP	Start Up Assistance
System 1	2	MMY-MUP1681FT9P-UL	TC u-Series Heat Recovery, 14T, 208-230V
System 1	3	MMU-UP0241HP-UL	TC 4-Way Cassette, 24K
System 1	3	MMU-UP0091MH-UL	Compact 4-Way Cassette, 9K
System 1	5	MMU-UP0151HP-UL	TC 4-Way Cassette, 15K
System 1	3	MMU-UP0121MH-UL	Compact 4-Way Cassette, 12K
System 1	4	MMU-UP0071MH-UL	Compact 4-Way Cassette, 7K
System 1	2	MMU-UP0421HP-UL	TC 4-Way Cassette, 42K
System 1	5	MMU-UP0071HP-UL	TC 4-Way Cassette, 7K
System 1	2	MMU-UP0181HP-UL	TC 4-Way Cassette, 18K
System 1	1	MMU-UP0091HP-UL	TC 4-Way Cassette, 9K
System 1	1	RBM-BT24FUL	OURDOOR HEAT RECOVERY CONNECTION KIT
System 1	18	RBC-U32PGP-UL	TC 4-Way Cassette Panel / Grille
System 1	10	RBC-UM21PG-UL	TC Compact Cassette - Panel / Grille
System 1	14	TCB-BC1602UUL	CASSETTE AIR-DISCHARGE
System 1	28	RBC-AWSU52-UL	TC Wired Remote Controller
System 1	4	RBM-BY305FUL	Y-BRANCH FOR HEAT RECOVERY
System 1	8	RBM-BY205FUL	Y JOINT
System 1	8	RBM-BY55FUL	Y JOINT
System 1	6	RBM-BY105FUL	Y JOINT
System 1	1	RBM-BY105UL	Y-SHAPED BRANCHING JOINT 61-136K
System 1	1	RBM-Y0961FUPUL	TC Single Port FS Box, 96kBtu/h
System 1	26	RBM-Y0611FUPUL	TC Single Port FS Box, 61kBtu/h

Pricing

Total Price for items as listed above (excluding taxes) \$103,791.00

Please note the following clarifications in this proposal:

QUOTATION NOTES:

- Wiring diagrams, piping diagrams, and complete submittals available upon request
- With the agreement of this contract, the installing contractor must attend an CE VRF installation course prior to the ordering of equipment. The contractor also agrees to, scheduling CE VRF

consultant to assist in the commissioning of the equipment and any controls that may apply to the scope of work. CE will only support the product under these terms via a manufacturer's approved warranty. Also, it is up to the discretion of the contractor, to schedule the pre-site visit, mid-site visit and the owners training with a CE VRF consultant. Any measure other than what is stated above, needs to be approved thru the CE VRF team.

- 7 day programmable thermostats are offered. No other controls are offered.
- Please check pipe lengths, outdoor placement, and voltage prior to placing an order
- Warranty covers 10 years on compressor and 10 year on parts only. No warranty on labor is offered.
- NOT QUOTING: refrigerant piping, secondary heat option, hail guards, warranty on labor, controls (other than thermostats), controls or electrical wires, disconnects switches, smoke detectors, crane service, secondary drain pans, float switches, special unit id tags, unit bases or hangers, plenums, hurricane/wind rated curbs or clips, refrigerant specialties, external vibration isolation, extra filters or belts, extended warranties, grilles, registers, air devices or any other items not specifically listed above.
- Price quoted is for the equipment and assistance listed and as described above only. No other items or accessories are included. No credit will be issued back. Equipment can be exchanged due to change order with the approval of CE VRF team.

SPECIAL NOTES:

- Above price is firm and will remain in effect for 30 days.
- No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
- All orders subject to credit acceptance.
- All expedited order will be subject to an expedite fee.
- Compliance to local codes neither guaranteed nor implied.
- Carrier does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.

Any work or material furnished at Carrier's expense, must have written authorization and approval from Carrier prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

Dani Bain
CARRIER ENTERPRISE SOUTH CENTRAL
Danielle.Bain@carrierenterprise.com

CARRIER ENTERPRISE, LLC ("CE")

TERMS AND CONDITIONS OF SALE

- **PAYMENT AND TAXES** – Quoted prices are valid for thirty (30) days unless otherwise provided in Quote. Payment shall be Net 10th prox, unless otherwise stated on invoice. CE reserves the right to require cash payment or other alternative method of payment prior to completion of work if CE determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the Net 10th prox payment terms. In addition to the Agreement price, the Customer shall pay CE any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement. Customer is responsible for all freight unless otherwise provided in the quote. Prices are stated in U.S. Dollars.
- **SHIPMENT** – All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. CE does not guarantee a particular date for shipment or delivery.
- **WORKING HOURS** – All services performed under this Agreement including major repairs, are to be provided during CE's normal working hours unless otherwise agreed.
- **RETURNS** – No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- **ADDITIONAL SERVICE** – Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at CE's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
- **EXCLUSIONS** – CE is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. CE is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond CE's control. CE is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. In the event that CE encounters any asbestos product or any hazardous material in the course of performing its work, CE may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. CE shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. CE shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, CE, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. CE shall not be required to repair or replace equipment that has not been properly maintained.
- **DISCLAIMER OF WARRANTY** – CE does not warrant products not manufactured by CE, but it does pass on to Customer any available manufacturer's warranty for those products. ANY PRODUCTS PROVIDED BY CE ARE "AS-IS" AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY CUSTOMER DOCUMENTATION, NEITHER CE, ITS AFFILIATES, SUBSIDIARIES NOR ITS OR THEIR SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CE, ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE SUPPLIERS, EXPRESSLY DISCLAIM ALL WARRANTIES NOT STATED IN AN EXPRESS WARRANTY PROVIDED BY SUCH PERSON OR ENTITY TO CUSTOMER, IF ANY. CE shall not be responsible for any costs associated with any Customer warranty remedies, including without limitation labor charges for removal or reinstallation of defective parts, for charges for transportation, handling and shipping or refrigerant loss. CE shall have no liability for parts or service required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than CE. Customer acknowledges that CE, the distributor, is a different legal entity than Carrier Corp., the manufacturer, and that "Carrier" equipment and factory authorized parts are not manufactured by CE.
- **PROPRIETARY RIGHTS** – During the term of this Agreement and in combination with certain services, CE may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of CE. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment. All intellectual property rights shall remain CE's property. CE shall have free access to enter Customer locations to disconnect and remove any CE personal proprietary property or devices as well as remove any and all CE owned parts, tools and personal property.
- **DELAYS** – Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
- **CUSTOMER RESPONSIBILITIES** – Customer shall:
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to the job site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify CE of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow CE to stop and start equipment necessary to perform any agreed service.
 - If necessary, provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- **CHANGE/TERMINATION** – Customer may not change or cancel any purchase order without CE's consent, and upon any such change or cancellation Customer shall pay CE for all incurred direct and indirect costs including overhead and a reasonable profit.
- **LIMITATION OF LIABILITY** – UNDER NO CIRCUMSTANCES SHALL CE BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR ECONOMIC DAMAGES, WHETHER BASED ON STRICT LIABILITY, TORT, BREACH OF CONTRACT OR OTHERWISE. CE SHALL ONLY BE LIABLE FOR DAMAGE TO PROPERTY, OTHER THAN PRODUCTS PROVIDED UNDER THIS AGREEMENT, AND/OR INJURY OR DEATH OF PERSONS, TO THE EXTENT THAT CE'S GROSSLY NEGLIGENT ACTS OR OMISSIONS DIRECTLY AND SOLELY CAUSED SUCH INJURY, DEATH OR PROPERTY DAMAGE. CE'S MAXIMUM LIABILITY FOR ANY REASON SHALL CONSIST OF THE REFUNDING OF ALL MONEYS PAID BY CUSTOMER TO CE UNDER THIS AGREEMENT.
- **WASTE DISPOSAL** – Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
- **CLAIMS** – Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose or be deemed waived.
- **U.S. EXPORT REGULATIONS** - Customer will not export or re-export any of goods or services in violation of applicable U.S. laws.
- **GOVERNMENT PROCUREMENTS** – CE offers standard commercial items that may not comply with Government specifications. CE does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall CE provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
- **SUPERSEDEURE, ASSIGNMENT and MODIFICATION** – These Terms and Conditions, along with the Quote referenced below, comprise one agreement ("Agreement") and contains the complete and exclusive statement of the agreement between the parties, and supersedes all previous or contemporaneous, oral or written, statements, regarding the subject matter herein. If any terms of the Quote conflict with the terms hereof, these Terms and Conditions shall control. Customer may assign this Agreement only with CE's prior written consent in its sole discretion. No modification to this Agreement shall be binding unless in a separate writing and signed by both parties. Whether these terms are included in an offer or an acceptance by Customer, such offer and sale is conditioned on Customer's assent to these Terms and Conditions, without modification, and CE rejects all additional or different terms in any of Customer's forms or documents.
- **WAIVER OF JURY** – AS A MATERIAL CONDITION OF THE AGREEMENT, IN THE EVENT OF ANY LITIGATION BETWEEN THE PARTIES, EACH PARTY HEREBY WAIVES ALL RIGHT TO A TRIAL BY JURY.

Accepted By: _____	Proposal Date: _____	04/08/2025
Name: _____	Proposal Number: _____	0425DBA11586
Title: _____	PO Number: * _____	
Company: _____	Project Name: _____	Employee Medical Clinic and Voting
Date: _____	Ship To: _____	

* No terms, conditions or provisions of the referenced Purchase Order are incorporated into this Agreement.

April 18, 2025

PN 124147J
CONFIDENTIAL

Trevor Lansdown
Brazos County
200 S Texas Ave
Bryan, TX 77803

SUBJECT: Commissioning Services RFQ No. 24-135 – Proposal for Commissioning Services for the Brazos County Employee Wellness Clinic and Elections Administration Building

Trevor:

We appreciate this opportunity to present our proposal for the subject project. We look forward to serving you with timely and quality services.

As I understand, Cx services are requested by the County to address VRF system failures, including refrigerant leaks, and comfort issues experienced at the existing Brazos County Employee Wellness Center and Elections Administration. The Cx services are understood to include, but not be limited to:

- Assessment of existing VRF systems to identify potential points of failure and assist in development and, as needed, administration of a repair plan.
- Evaluate other building MEP systems for identification of potential issues related to humidity and comfort control
- Recommendations for upgrades/repairs to systems to remedy issues identified by the Owner and TGCE's assessments
- If needed, development of a design to implement recommended and requested scopes of work based on findings of TGCE's assessments, as applicable
- If needed, construction administration for designed scopes of work, as applicable
- Other support as needed for repair or improvement of building MEP systems.

We propose an hourly fee budget approach for the Cx services, with a proposed fee budget of \$40,000. Effort will be billed against the contracted fee on an hourly personnel cost expended in each billing period.

It is understood that hourly fee budgets may not be sufficient to complete all the work that may be requested by the Owner. As we approach the fee budget amount, TGCE so advises you to review the status of the services requested and expectations for further direction of work to mutually determine if an extension of the budget is appropriate or if we should pause our services upon reaching the budget. This review is to occur through our monthly invoicing for work performed for the prior work period, with direction by the Owner if it anticipates expansion of budget or restriction of work.

Proposal for Commissioning Services for the Brazos County Employee Wellness Clinic

Invoicing

Invoicing will be monthly with the net due in thirty (30) days, consistent with the Master Contract.

Our normal hourly rates that apply to our services can be found attached. (These rates are subject to annual adjustments in accordance with our standard salary review practices.)

Reimbursables are in addition to labor charges. Reimbursables include costs of out-of-town travel (mileage at active IRS rates).

Acceptance

If this proposal is acceptable to you, please provide an approval consistent with your normal procedures. Should there be any questions or requested changes, please contact me to go over them at your earliest opportunity.

We appreciate this opportunity to serve you and the Owner, and look forward to a successful project!

Sincerely,



Cameron Labunski, P.E.
Principal Engineer

Texas Firm Registration No. 2929

CL:wh

Tom Green & Company Engineers, Inc.

MEP Hourly Rates, Effective March, 2024

<u>Designation</u>	<u>Rate per Hour</u>
Principal Engineer,	\$340
Senior Engineer,	\$295
Staff Engineer,	\$260
Engineer,	\$230
Senior Designer,	\$215
Staff Designer,	\$195
Engineer-in-training,	\$170
Designer,	\$160
Tech Staff,	\$150
Administrator,	\$145
Clerical,	\$95

Licensed Engineers

<u>Principal Engineer</u>	<u>TX License No.</u>
Tom Green	51655
Tod Thompson	75752
Cameron Labunski	92707

Senior Engineer

Sam Hammer	57683
Ruth Sulzer	97586
Jennifer Hall	104958
John A. Marsac	114415

Staff Engineer

Yinling Ng	139459
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Engineer

Alvaro Gloria	141147
Wyatt Hahn	144591
Miguel Minick	148855

These rates are subject to annual adjustment in accordance with our standard salary review practices, and will be adjusted as such for invoicing.