



**CenTex Air**  
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**TESTING, ADJUSTING, AND BALANCING (TAB) SERVICES: (20-1475) - COA Cepeda Library - Austin, TX**

This project shall consist of National Balancing Council Certified - Testing, Adjusting, and Balancing Services per drawings and specifications dated **9-7-2020**. CenTex Air shall be provided notification of project readiness a minimum of 5 business days in advance of the Test & Balance start date and verification of completed punchlist items. Equipment and air devices not specifically indicated on schedules and floorplans are not included in this scope of work. Air and hydronic devices without specific airflow or waterflow rates are not included in this scope of work. Systems indicated as operational that are in fact not operational resulting in additional labor hours will result in additional fees. Punchlists indicating deficient equipment, installation, air devices, etc. will be issued and are required to be signed off as being completed prior to CenTex Air returning to the project. Additional fees will apply if punchlist items are indicated as being complete and are found to be incomplete resulting in additional labor hours. Preliminary reports are not included in this scope of work and shall be considered additional services. Substantial changes to the current mechanical design, mechanical operation, mechanical systems not operating as intended by design, or other changes that affect the Testing, Adjusting, and Balancing both prior to and/or after the systems have been balanced are not a part of the scope of work and may result in an additional service fees. Current mechanical plans, approved mechanical submittals, equipment start-up sheets indicating proper equipment operation, and controls start-up sheets indicating all controls logic, inputs, and set points have been entered, shall be provided in a digital format prior to the start of Test & Balance. Plans, submittals, or start-up sheets that are inaccurate resulting in additional labor will result in additional fees. The controls contractor shall be present, at no cost to CenTex Air, when necessary to perform control verification. All controls software and/or hardware required shall be provided by the controls contractor or by others. Additional labor required due to controls being incomplete shall be billable as an additional service. Pre-Construction meets, meetings without prior (before this proposal) written notification in the construction documents (plans and specifications) are not included in the base fee and shall be billed as an additional service. The Test & Balance report will be provided within 5 business days after completion of all Test & Balance related field work. The completion of Test & Balance field work is contingent on the completion and proper operation of all mechanical work. Mechanical work shall operate as intended per the design documents. All unaddressed punchlist items will be considered complete after being open for 60 days. A new purchase order will be necessary to revisit these unresolved issues later.

\*\*\*\*\* Certified Minority Owned Business (HUB/MBE/NMSDC Certified) \*\*\*\*\*

**ADDITIONAL SERVICES**

The following services are available at the Client's request as an Additional Service unless specifically noted as included above:

- |                             |   |                                  |
|-----------------------------|---|----------------------------------|
| • Fire / Life Safety        | • Laboratory Hood Systems                           | • Opposite Season Testing        |
| • Energy Auditing           | • LEED Consulting                                   | • Preliminary T&B Reports        |
| • Commissioning             | • Duct and/or Equipment Leakage Testing             | • Meetings without prior consent |
| • Sound / Vibration Testing | • Domestic Water Systems and/or Electrical Systems  | • Stairwell Pressure Testing     |
| • Pulley/Sheave Change-out  | • Existing Conditions / Preliminary Systems Readout |                                  |
| • Plan Review               |   |                                  |
| • Kitchen Hood Systems      |   |                                  |

Additional services are not a part of this contract and are not subject to the fee stated. Services not specifically included under "Testing, Adjusting, and Balancing (TAB) services" are additional services. Hourly rates for additional services shall be billed based on the rate chart in effect when the work is performed.

**PAYMENTS**

The total fee for the (TAB) services described above is fixed at: **\$2,600.00 (Two Thousand Six Hundred Dollars)**

The above fee(s) are for normal hours of service. Projects requiring off-hours of service (overtime, nights, weekends, or holidays) are subject to a 25% fee for man-hours worked during off-hours of service. The fee for the services described herein shall be invoiced and payable by the percentage of the scope completed by the end of each calendar month. The fees quoted herein are subject to change if this contract is not executed within thirty (30) days. Not applicable to the fee stated above shall be reimbursable expenses such as (printing, delivery by special courier, outside consultants or submittal fees paid on behalf of the Client). These reimbursable expenses shall be billed to the client at a multiple 1.25 times the amount billed to the (TAB) Contractor for such services to cover administrative costs. Payments will be due and payable in Round Rock, TX to CenTex Air within forty-five (45) days upon receipt of the invoice and shall be considered past due and bear interest at a rate of 1.5% monthly from the 45th day following the invoiced date.

**LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to both the Client and the (TAB) Contractor, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the (TAB) Contractor to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the (TAB) Contractor to all of those named shall not exceed the (TAB) Contractor's total fee for services rendered on this project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract, or warranty.

**ACCEPTANCE**

If this agreement is acceptable please print and execute a copy and e-mail, fax or mail it back to this office at your earliest convenience.

Proposed By:

October 2, 2020

CenTex Air

Date

Accepted by:

Date