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**SERVICES CONTRACT  
FOR  
WILLIAMSON COUNTY INNER LOOP ANNEX AND  
WILLIAMSON COUNTY JUSTICE CENTER  
BUILDING AUTOMATED SYSTEMS (BAS)  
UPGRADE AND RETROFIT  
(Automated Logic Contracting Services, Inc. - BuyBoard #631-20)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS SERVICES CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Automated Logic Contracting Services, Inc.** (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain construction septic services at the pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the following items in order to complete the project:

**The services and work relating to Building Automated Systems (BAS) Upgrade and Retrofit for the Williamson County Inner Loop Annex and Williamson County Justice Center, as described in the Scope of Services being marked as Exhibit “A,” which is incorporated herein as if copied in full.**

Should the County choose to add services in addition to those described in Exhibit “A”, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written

amendment to this Contract has been signed by both parties.

**II.**

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract. Service Provider shall complete all services on or before **Friday, September 29, 2023.**

**III.**

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project and services performed hereunder at the amounts set forth in Exhibit "A" (which shall be contingent and based upon the option selected by County). The amount of compensation paid to Service Provider shall be capped and paid upon final completion. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**IV.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSONPER OCCURRENCE	
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER OCCURRENCE	
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

**V.**

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Scope of Services, and being marked Exhibit “A,” which is incorporated herein as if copied in full;**
- B. Buy Board Contract #631-20; and**
- C. Insurance certificates evidencing required coverages.**

**The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.**

**VI.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold himself out as an agent or official representative of the County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

## IX.

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

**X.**

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

**XI.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XII.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIII.**

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIV.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XV.**

**No Assignment:** Service Provider may not assign this Contract.

**XVI.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting

for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

**Automated Logic Contracting  
Services, Inc.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Jose Vazquez

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 20\_\_

Date: January 26, 2023

## **Exhibit "A"**

### **Scope of Services**

#### **Williamson County Inner Loop Annex BAS Upgrade Scope of Services**

##### **(QTY 28) Single-Zone DX Packaged Rooftop Units (RTU-1 thru RTU-27)**

- DDC control module in in RTU cabinet.
- Zone Temperature Sensor, Zone Humidity sensor (QTY 5 only)
- Discharge air temperature sensor
- Fan status (QTY 10)
- Communication wire retraced throughout building. New comm wire in conduit on roof where needed to replace wire under ceiling (man lift in occupied spaces excluded)

##### **(QTY 1) DX Dedicated Outside-Air Unit (DOAS-1)**

- DDC control module in in RTU cabinet.
- Zone Temperature Sensor
- Discharge air temperature sensor
- Discharge air humidity
- Cooling coil discharge
- Unit start/stop
- Fan status

##### **(QTY 1) DX Split System (DX-3 Elections IT Room)**

- DDC control module in existing panel.
- Zone Temperature Sensor
- Discharge air temperature sensor
- Fan status (QTY 10)

##### **QTY 2) Lighting Controllers**

- DDC control module in existing panel.
- New Outside air temp/humidity sensor

##### **(QTY 1) Network Router**

- New G5CE Router
- Reuse existing enclosure in electrical room.

##### **Front End Software & Network:**

- Provide all programming, database configuration, and graphics for the GUI. Provide new floorplan and equipment graphics. Combine Inner Loop site in WebCTRL. Verify proper operation of system inputs, outputs, and sequences.

##### **Clarifications:**

- Service Provider will provide Space Temp Sensors with slide bar temperature adjustment and override. No LCD displays.
- All RTU controllers will be installed in RTU cabinets.
- All cabling not in conduit will be plenum rated wire. Wiring on roof and exposed in mechanical rooms will be installed in conduit.

**Exhibit "A"**  
**Scope of Services**

- All supply 120 VAC power connections for BAS panels will be reused.
- Service Provider will assist in startup of DOAS-1. Since this unit has not been run in years, the owner may need to engage the manufacturer directly to perform maintenance and pre-start procedures.
- Service Provider will furnish installation labor, wiring, programming/graphics, and check out for the Building Control and Automation System.
- Service Provider is providing all DDC control modules, enclosures, software, engineering, and field devices specified.
- Wiring and mounting of indoor zone sensors will be completed while the building is unoccupied.
- It is the owner's responsibility to confirm roof warranty will be retained.
- It is the owner's responsibility to provide access to building as needed for installation

**Exclusions:**

- Airflow stations
- Provisions or Monitoring of any Electric meters, Gas meters, or Water meters.
- Control of any AC Minisplit units.
- Leak or Gas Detection Systems.
- Occupancy or Motion Sensors.
- Space CO2 sensors
- All unit devices including sensors, actuators, CTs, and valves unless specified
- Lighting Contactors, and/Photocells to be reused or by others.
- Exhaust fan control.
- Air balance.
- Wall painting or patching
- Prevailing wage rates and certified payroll are excluded from this proposal.
- Project price excludes all scope of work associated with fire dampers, fire/smoke/automatic dampers, smoke detectors, fire alarm system, or any other Life Safety Equipment.
- Bonding is not included.
- Any work not listed above.
- All work is to be performed during normal business hours unless otherwise noted.

**Costs for Williamson County Inner Loop Annex BAS Upgrade**

Total Cost..... **\$135,932.00**



## Exhibit “A” Scope of Services

### Williamson County Criminal Justice Center – BAS Retrofit Scope of Services

#### South Side – Basement and 1st Floor

- Replace all controllers on “Device: 6 UNI32” (21 Devices)
- **Option 2:** Replace U-net network with new ARCnet network. Convert full building to ARCnet communication. Existing ARCnet with quality install to remain.
- Replace Chiller plant controller “Device: 9 S6104”
- Replace Boiler plant controller “Device: 8 M8102nx”
- Reconnect all existing end devices, comm, and power.

#### South Side – 2nd Floor and Roof

- Replace all controllers on “Device: 7 UNI32” (19 Devices) o
- **Option 2:** Replace U-net network with new ARCnet network. Convert full building to ARCnet communication. Existing ARCnet with quality install to remain.
- (OUTDOORS) Wire BACnet MS/TP to MAU-1,2,3,4 on roof in conduit (G5CE panel from 2021 project exists in attic mechanical room). Use existing roof stands.
- Reconnect all existing end devices, comm, and power.

#### North Side – Basement and 1st Floor

- Replace all controllers on “Device: 15 UNI16” (9 Devices)
- Replace all controllers on “Device: 13 UNI32” (20 Devices)  
**Option 2:** Replace U-net network with new ARCnet network. Convert full building to ARCnet communication. Existing ARCnet with quality install to remain.
- Replace controller on VAV AHU 1-9 “Device: 16 S6104”
- Replace Chiller/Boiler/Lighting controller “Device: 18 M8102, MX880”. Use existing BACnet MS/TP network outside to chillers. New MS/TP network to boiler control panel
- Replace EQ Portal with AMR in basement
- Reconnect all existing end devices, comm, and power. Tuck extra wiring in to DDC panel wiring chases.

#### North Side – 2nd Floor and Attic/Roof

- Replace all controllers on “Device: 14 UNI32” (28 Devices) [2 in attic]  
**Option 2:** Replace U-net network with new ARCnet network. Convert full building to ARCnet communication. Existing ARCnet with quality install to remain.
- Replace controller on VAV AHU A-1 “Device: 17 S6104”

#### **Clarifications:**

- Service Provider and subcontractors will work overtime (nights and/or weekends) as needed up to 25% of the total project field labor.
- Service Provider will reuse all end devices including Control Valves, damper actuators, temperature sensors, pressure sensors, current sensors, etc. and connecting wiring. New zone temperature sensors will be installed using existing wiring to DDC controller.
- Option 1:** Service Provider will reuse U-net wiring by replacing UNI controllers with AMR

**Exhibit “A”  
Scope of Services**

controllers and converting U-net network to BACnet MS/TP network.

- **Option 2:** Service Provider will replace U-net wiring with ARCnet wiring and convert the full system to ARC156 communication, a faster and more reliable communication than Option 1.
- All cabling not in conduit will be plenum rated wire. Existing comm wire with quality install may be reused. All end device wiring will be reused.
- Service Provider will reuse 120V power at all DDC panels.
- Service Provider will furnish installation labor, wiring, programming/graphics, and check out for the Building Control and Automation System.
- Service Provider is providing all DDC control modules, enclosures, software, engineering, and field devices specified.
- Labor cost based on 8-hour working days. Owner must provide access and escorts as needed for full workday.

**Exclusions:**

- AFMS or Airflow Tubes.
- Provisions or Monitoring of any Electric meters, Gas meters, or Water meters.
- Leak or Gas Detection Systems.
- Space, CO2, or Humidity Sensors.
- Valves, actuators, probe sensors, current sensors, pressure sensors, VFDs.
- Prevailing wage rates and certified payroll are excluded from this proposal.
- Project price excludes all scope of work associated with fire dampers, fire/smoke/automatic dampers, smoke detectors, fire alarm system, or any other Life Safety Equipment.
- Bonding is not included.
- Any work not listed above.
- All work is to be performed during normal business hours unless otherwise noted.

**Costs for Williamson County Criminal Justice Center – BAS Retrofit**

**Option 1** (Keep U-net wiring , reuse as BACnet MS/TP network)..... **\$296,078.00**

**Option 2** (Replace U-net wiring with ARCnet)..... **\$387,219.00**