



Proposal

[Phone: 512.929.7090] 1720 Royston Lane, Round Rock, TX 78664 [TACLA0020760C] M-18971 [TECL 29725]

Date: October 20, 2016

Proposal Number: 2016-17509
TXMAS-15-03FAC01

Customer: Williamson County

Attention: Toby Bonnet

Location: Williamson County Justice Center
405 Martin Luther King Jr.
Georgetown, TX 78626

Email: tbonnet@wilco.org
Phone: 512-943-1100

Project Name: Hydronic Boilers

Scope of Work:

Includes:

- Replace three 750,000 Hydronic boilers
- Isolate gas, water lines and electrical connections
- Disconnect boilers from all power sources
- Remove existing vents to boilers
- Remove three hydronic boilers and set three new Lochinvar FXT725 boilers in its place
- All spoils will be removed from site
- Shut down system to replace gas valves and return system back to service for domestic water heaters
- Connect to water inlets and outlets from existing 2 ½ water lines assuming water valves are in good working order
- Will run type L copper to connect to boilers, black iron pipe for gas line with drip legs, PVC vents for air inlets and exhaust vents
- We will core 8" holes for 6" vents
- This price includes the startup of three new units

Exclusions: Inlet, outlet isolation valves, electrical and controls

Quoted Price **\$114,750.00 (excludes tax)**

Prepared by:

Geronimo Lopez

Email: geronimo.lopez@csusa.us

Phone: 512-634-7253

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Technical drawings of the 2000 BTU/hr. Natural Gas Water Heater showing front, side, and rear views with dimensions and connection labels.

Front View Dimensions:

- Height: 53-1/2"
- Width: 26-1/4"

Side View Dimensions:

- Height: 65-1/2"
- Width: 22-1/2"

Rear View Dimensions and Labels:

- Height: 40"
- Width: 26-1/4"
- Labels: Air Inlet, Electrical Connections, 2-1/2", Gas Connection, Water Outlet, Water Inlet, Flue Connection, 9-3/4", 2-1/2", Condensate Connection

Information subject to change without notice
Dimensions are in inches. Select "N" or "L" for Natural or LP gas.

FTX	850	N	M13
FTXL Boiler	850-000 Blg/Hr Input	Natural Gas	Firing Control



Lochinvar®
HIGH EFFICIENCY BOILERS & WATER HEATERS



1



FTXL Fire Tube Condensing Boiler Submittal Sheet

FTX-Sub-01

FTXL FIRE TUBE BOILERS

JOB NAME WILLIAMSON COUNTY COURTHOUSE

LOCATION _____

ENGINEER N/A

WHOLESALE WINSTON WATER COOLER

MECH. CONTRACTOR _____

MODEL NO. (3) FTX725

TYPE GAS NATURAL

Btu/hr INPUT 725,000

Btu/hr OUTPUT 705,000

NOTES

SMART SYSTEM FEATURES

- › **Smart System Digital Operating Control**
Multi-Color Graphic LCD Display w/Navigation Dial
- › **Loch-N-Link™ USB Thumb Drive Port for Easy Programming**
- › **Cascading Sequencer with Built-In Redundancy**
Selectable Cascade Type:
Lead Lag/Efficiency Optimization
Multiple Size Boilers
Front-End Loading
- › **3 Reset Temperatures Inputs w/Independent Outdoor Reset Curves for Each Outdoor Sensor**
- › **Four-Pump Control**
System Pump with Parameter for Continuous Operation
Boiler Pump with Variable-Speed Control
Domestic Hot Water Boiler Pump
Domestic Hot Water Recirculation Pump Control with Sensor
- › **Building Management System Integration**
0-10 VDC Input to Control Modulation or Setpoint
0-10 VDC Input from Variable-Speed System Pump
0-10 VDC Modulation Rate Output Signal
0-10 VDC Enable/Disable Signal
- › **Programmable System Efficiency Optimizers**
Space Heating Night Setback
DHW Night Setback
Anti-Cycling
Ramp Delay
Boost Time and Temperature
- › **High-Voltage Terminal Strip**
120 VAC/60 Hertz/1 Phase
Pump Contacts for 3 Pumps

› Low-Voltage Terminal Strip

- Building Recirculation Pump Start/Stop
- Building Recirculation Return Temp Sensor Contacts
- Proving Switch Contacts
- Flow Switch Contacts
- Alarm Contacts
- Runtime Contacts
- 3 Space Heat Thermostat Contacts
- Tank Thermostat Contacts
- System Sensor Contacts
- Tank Sensor Contacts
- Cascade Contacts
- 0-10 VDC BMS Contacts
- 0-10 VDC Boiler Rate Output Contacts
- 0-10 VDC Boiler Pump Speed Contacts
- 0-10 VDC System Pump Speed Contacts
- ModBus Contacts

› Time Clock

- › **Data Logging**
Ignition Attempts
Last 10 Lockouts
Space Heat Run Hours
Domestic Hot Water Run Hours

STANDARD FEATURES

- › **97%-98% Thermal Efficiency**
- › **Modulating Burner with up to 10:1 Turndown**
Direct Spark Ignition
Low NOx Operation
Sealed Combustion
Low Gas Pressure Operation
- › **Stainless Steel Fire-Tube Heat Exchanger**
ASME-Certified, "H" Stamped
160 psi Working Pressure
50 psi Relief Valve
Combustion Analyzer Test Port
Fully Welded Design
- › **Vertical and Horizontal Direct Vent**
Direct Vent up to 100 feet
PVC, CPVC, Polypropylene or AL29-4C
Factory Supplied Sidewall Vent Termination

› Smart System Control

› Other Features

- On/Off Switch
- Adjustable High Limit with Manual Reset
- Automatic Reset High Limit
- Manual Reset Low Water Cutoff
- Flue Temperature Sensor
- Low Air Pressure Switch
- Temperature and Pressure Gauge
- Condensate Trap
- Zero Service Clearances
- 10-Year Limited Warranty
- Low Water Cutoff
- Custom Maintenance Reminder with Contact Info
- Password Security
- Customizable Freeze Protection Parameters

OPTIONAL EQUIPMENT

- ☐ CON-X-US Remote Connectivity
- ☐ ModBus Communication
- ☒ BMS Gateway to BACnet or LonMark
- ☐ SMART SYSTEM PC Software
- ☐ Alarm Bell
- ☐ Motorized Isolation Valve
- ☐ Wireless Outdoor Temperature Sensor
- ☐ Multi-Temperature Loop Control
- ☐ Variable-Speed Boiler Circulator
- ☐ Constant-Speed Boiler Circulator
- ☒ Condensate Neutralization Kit
- ☐ Concentric Vent Kit (FTX400-FTX600)
- ☐ Common Vent Kits
- ☐ High and Low Gas Pressure Switches w/Manual Reset (FTX500-FTX850)
- ☐ 30 psi ASME Relief Valve
- ☐ 75 psi ASME Relief Valve
- ☐ 100 psi ASME Relief Valve
- ☐ 125 psi ASME Relief Valve
- ☐ 150 psi ASME Relief Valve
- › **Firing Controls**
 - ☐ M9-Standard Construction
 - ☐ M13-CSD-1/FM/GE Gap (FTX500-FTX850)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR BOILER REPLACEMENTS
(Williamson County Justice Center)
(TX-MAS-15-03FACC01)**

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 CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated October 20, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$114,750.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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.

VI.

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.

Type of Coverage		Limits of Liability
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 PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$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 PERSON	PER OCCURRENCE
Bodily injury (including death)	\$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.

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.

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 or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated October 20, 2016, which is incorporated herein as if copied in full.

IX.

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

X.

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.

XI.

Termination: This agreement 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.

XII.

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.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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 Agreement, 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 Agreement 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 work space 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.

XVI.

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 the signatures of all parties in duplicate originals this the ____ day of _____, 2016.

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER:



Authorized Signature
CURTIS NOVINGER
OPERATIONS MANAGER

Mtech

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mtech
Round Rock, TX United States

Certificate Number:
2016-132056

Date Filed:
11/02/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-17509
Hydronic Boilers Replacement at Justice Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	N/A			

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Curtis Kowenig, this the 2nd day of Nov. 2016, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Rachel Secca

Printed name of officer administering oath

AP

Title of officer administering oath