



Automated Logic
Contracting Services
Assurance Plan
Prevent Level



Date: December 10, 2021
Project Name: Williamson County – BAS Service Agreement
Prepared For: Thomas Solis
Williamson County Facilities Dept.
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Georgetown, TX 78626

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BuyBoard Proposal

BuyBoard Proposal No. 631-20: HVAC Equipment, Supplies, and Installation of HVAC Equipment



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General Services

Included here is a brief overview and description of the different services provided in this Secure Assurance plan.

Facility management consulting

A dedicated service account manager will provide on-site consulting services that specifically address your facility needs. We will work with you to help define operational practices that facilitate your business needs based on our discussions and findings during our service visits.

Service history and reporting

During each site visit, our service specialist will discuss material used, labor required, and work performed along with any additional findings or concerns.

Database protection and backup

Automated Logic helps ensure the WebCTRL® configuration and history are preserved in a secure location. Backup will remain in customer's possession.

Software maintenance

Revisions and updates to purchased software drivers (firmware) are provided free of charge.

Remote system diagnostics

A factory trained service specialist will perform remote WebCTRL® system verification procedures through secure network interface. We will include these findings in our history and reporting. (Customer must have remote access ability)

24/7 call-center support

Remote assistance is available 24 hours a day, seven days a week. We will respond to your call with an experienced service specialist who will interrogate and triage your concern. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist.

Preferred labor rates

Receive discounted hourly rates for service visits/projects that are outside of the regularly scheduled visits. Rates listed in Service Agreement Section.

Preferred replacement parts pricing

Receive a 50% discount on master list pricing for ALC parts.

Online/Remote support

Automated Logic provides remote facility operation support during normal business hours. Within the parameters of our agreement, our team of specialists will assist you in keeping your facility operating.

Onsite response < 1 business day

For time-sensitive matters that cannot be resolved remotely, a service technician will be onsite within one business day.

Training

Automated Logic will provide one (1) onsite training session annually for facilities and maintenance staff. Or, in lieu of the onsite training Automated Logic will provide 50% off one (1) factory certified 2-day advanced training course.

General Services

Detailed Annual audit

Our service account manager and service specialist will perform a detailed on-site audit on the building automation systems listed below. They will review operational history and current state of control system. They will provide a report with findings and a recommended plan of action to modernize system.*

- *Williamson County Animal Shelter – 1855 SE Inner Loop, Georgetown, TX 78626*
- *Williamson County and Cities Health District – 355 Texas Ave, Round Rock, TX 78664*
- *Williamson County Emergency Services Operations Center –
911 Tracy Chambers Ln, Georgetown, TX 78626*
- *Williamson County Expo Center – 5350 Bill Pickett Trail, Taylor, TX 76574*

*Buildings listed to be audited in term FY1. Buildings to be audited in future terms will be determined at later date.

Clarifications and Exclusions

Clarifications:

- This proposal is based on labor during normal business hours. (8am-5pm weekdays)

Exclusions:

- Mechanical repairs
- Taxes are not included in price
- Painting and/or patching of walls
- Demolition and/or cleanup
- Removal, handling, or transporting any hazardous material
- Parts and labor warranty

Equipment Exclusions:

- All items not directly terminated to an Automated Logic control module are excluded from this agreement. Such items include but are not limited to fan motors, pump motors, fuses, disconnects, motor starters, smoke detectors, fire alarms, variable speed drives, air compressors, exhaust air valves, humidifiers, heating coils or any computer hardware or DDC controllers not provided by Automated Logic.
- Any control devices not originally installed by Automated Logic.
- Any control wiring or pneumatic tubing outside Automated Logic control panels, variable speed drives, combination fire/smoke dampers and actuators.

Contacts

The following controls professionals at Automated Logic are listed for your convenience whenever you need to contact us:

Your Service Account Manager: Pablo Del Abra will be managing the management and execution of this contract and will be your primary contact for its duration.

Contact at: 726-203-1344 or pablo.delabra1@carrier.com

Your Service Contract Specialist: Jake Stuckey has been instrumental in preparing this proposal.

Contact at: 512-550-0851 or jake.stuckey@carrier.com

Your Dispatch Supervisor and Accounting Contact: Janet Anderson schedules preventive maintenance visits, emergency calls, and manages priorities

Contact at: 281-694-0659 (Follow the Phone Prompts) or janet.anderson@carrier.com

Your Service Support Associates: Russel Brown and Bob Jones are responsible for providing Remote Technical support during normal business hours.

Contact at: 210-658-0900 (follow prompt for remote service) or AustinService@carrier.com

Your Emergency After Hours Service: Automated Logic After Hours Call Center will connect you to the available on call System Specialist.

Contact at: 210-658-0900 (follow prompt for emergency)

Your Area Service Manager: Sofiene "Cash" Cashnowi serves as Head of Service Department. Contact at: 281-694-0674 or sofiene.cashnowi@carrier.com

Your Branch Manager: Nick Sickmen serves as General Manager of Automated Logic Southwest.

Contact at: 281-694-0632 or nick.sickmen@carrier.com

General Office Information:

Automated Logic Contracting Services
555 E. Ramsey Rd.
San Antonio, TX 78216

Phone: 210-318-2615

SanAntonioService@carrier.com
AustinService@carrier.com
RioGrandeValleyService@carrier.com

Parts: eparts@carrier.com

Preventative Maintenance Schedule

Automated Logic Contracting Services Inc. (ALCS) will provide the services of a service specialist for One (1) day each month. Scheduled visits are to be used at the owner's discretion for Service Items (i.e. fixing issues, replacing hardware, system enhancements). In addition to the monthly service visits, ALCS will perform scheduled preventative maintenance on building automation systems as detailed below. Preventative maintenance checklists are found in the Detailed Description of General Maintenance of this contract.

PREVENTATIVE MAINTENANCE SCHEDULE

Term 1: FY 1 (02/1/2022-09/30/2022) - PM Locations: - Sheriff Office – Taylor - Taylor Health Clinic - Taylor Annex - JP4 - Central Maintenance Facility - Road & Bridge - Sign Shop - Southwest Regional Parks HQ - Round Rock Annex Bldg A - Round Rock Annex Bldg B	Term 2: FY 2 (10/1/2022-09/30/2023) - PM Locations: - Inner Loop Annex A - Inner Loop Annex B - Cedar Park Annex - Parking Garage - Juvenile Justice Center - Wireless/Radio Shop - Impound/Inspections - EMS Training - Sheriff Office Training Center - Animal Shelter
Term 3: FY 3 (10/1/2023-09/30/2024) - PM Locations: - Emergency Service Operations Center (ESOC) - Georgetown Annex - Georgetown Health Dept. - Justice Center - Expo Center - WCCHD Office - Round Rock Jester - Public Safety - Historic Courthouse	Term 4: FY 4 (10/1/2024-09/30/2025) - PM Locations: - Sheriff Office Admin - Jail - Georgetown Tax/Internal Audit - Facilities - Facilities Warehouse - Children Advocacy Center - Central Texas Treatment Center - Lott 303 MLK 305 MLK

*PM schedule based on existing BAS systems in Williamson County as of 2022

**ALC and Williamson County HVAC Supervisor or designee will work together on PM scheduling changes, as needed.

Detailed Description of General Maintenance

(Some test items may require *prior* approval before performing)

DATABASE BACKUP PROTECTION

Databases hold the values programmed into your systems, and the latest settings and algorithms that are the heart of the DDC control system. To preserve the integrity of the system and provide the ability to restore the system after problems occur, controller database backups will be performed for the following:

- ☐ Workstations
- ☐ Servers
- ☐ Master controllers
- ☐ Field controllers
- ☐ Gateways and Routers

Database Backup Protection will create a backup to assure that your system can be restored to operating condition after data or system damage. Backups are arranged during normal business hours and will be performed during scheduled visits. The backup copy is stored at the site under your care.

BUILDING AUTOMATION SYSTEM SERVER

- ☐ Shutdown the Building Automation System server software and do a complete backup of the database.
- ☐ Shutdown the Building Automation System server itself and clean the exterior and interior of the server.
- ☐ Restart the Building Automation System server and clear all browser history.
- ☐ Run the ODBC compression tool.
- ☐ Run Windows Disk Clean up and Defrag, and reboot the server.
- ☐ Install Critical Windows updates.
- ☐ Install and test Remote Administrator software (if not already installed).
- ☐ Check system time and run module time synchronization.
- ☐ Check alarm log and discuss with the customer.
- ☐ Check and correct graphics for any errors and discuss with the customer.
- ☐ If any graphics or programs have been edited, shutdown the Building Automation System server software and do a complete backup of the database make two copies return one to the office and leave one on site.
- ☐ Restart Building Automation System and verify system is operating correctly.
- ☐ List any issues on your service ticket and discuss with the customer.

DRIVER UPDATE

- ☐ Update WebCTRL drivers per standard procedure.

AIR HANDLING UNITS

- ☐ Verify that AHU is being controlled at the appropriate values, while the fan is operating.
- ☐ Change one set point value; verify smooth transition and stable control at the new set point.
- ☐ Return set point to original value. Repeat for each additional control loop, if any.
- ☐ Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- ☐ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- ☐ Verify the setting/operation of the low temperature safety device, if applicable.
- ☐ Verify the operation of the cooling, pre-heat, reheat, & humidity control device, if applicable.
- ☐ Field test any alarm device or sensor and verify alarm condition is reported properly.
- ☐ Verify sensors are within acceptable range, calibrate if applicable.
- ☐ Check associated controller(s) and expansion modules for proper 24 Volt power and communication.
- ☐ Inspect wiring for signs of corrosion, fraying and discoloration, defective shielding or shield grounding.
- ☐ Clean enclosure exterior surfaces & Remove excessive dust from internal surfaces.
- ☐ Document any issues and discuss "Corrective Maintenance" options with customer.

Detailed Description of General Maintenance

CHILLED WATER SYSTEM

- ☐ Verify system is enabled and system components are in the automatic position.
- ☐ Verify reasonable readings are received into the system from the Outside Air Temperature/Relative Humidity sensor.
- ☐ Ensure enable/disable or lockout setpoints are reasonable for the application and equipment i.e. air cooled, liquid cooled etc.
- ☐ Confirm setpoints or optimized setpoints are in the proper range for equipment
- ☐ Confirm chilled water supply and return temperature readings are reasonable for the condition of the system (prior to startup).
- ☐ Confirm with the operator the system water levels are full i.e. chilled water.
- ☐ Confirm chilled water supply and return temperature readings are reasonable for the condition of the system (post startup).
- ☐ Note any deficiencies.
- ☐ Confirm flow readings are reasonable for the amount of pumps running, if available.
- ☐ Enable Pump rotation sequence to confirm failure recovery. This process should be initiated once for the amount of pumps present. Note any deficiencies.
- ☐ If equipped with VFD's adjust setpoint of process variable i.e. flow or differential pressure and confirm the control loop responds appropriately. Restore setpoint to original setting and note any deficiencies.
- ☐ Enable chiller rotation as applicable and be sure to allow for adequate runtime in between rotation in order to avoid the short-cycle of the cooling equipment. Note any deficiencies.
- ☐ Adjust parameters to allow for staging of equipment as applicable. Return parameters to original values once complete.
- ☐ Verify critical alarm reporting & Trend Configuration
- ☐ Test Chiller Manager roll-over sequence of recovery if equipped.
- ☐ Return parameters to original values once complete.
- ☐ Note any deficiencies of all of the above tests in detail on service report.
- ☐ Make any recommendations on findings to Facility Manager.

ROOF TOP UNIT

- ☐ Verify that RTU is being controlled at the appropriate values, while the fan is operating.
- ☐ Change one set point value; verify smooth transition and stable control at the new set point.
- ☐ Return set point to original value. Repeat for each additional control loop.
- ☐ Verify that heating stages & cooling stages enable & disable.
- ☐ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- ☐ Field test any alarm device or sensor and verify alarm condition is reported properly.
- ☐ Verify sensors are within acceptable range, calibrate if applicable.
- ☐ Check associated controller(s) and expansion modules for proper 24 Volt power and communication.
- ☐ Inspect wiring for signs of corrosion, fraying and discoloration, defective shielding or shield grounding.
- ☐ Clean enclosure exterior surfaces & Remove excessive dust from internal surfaces.
- ☐ Document any issues and discuss "Corrective Maintenance" options with customer

Detailed Description of General Maintenance

FAN COIL UNITS

- ☐ Verify that FCU is being controlled at the appropriate values.
- ☐ Change temperature set point value; verify smooth transition and stable control at the new set point.
- ☐ Return set point to original value.
- ☐ Verify that controlled valve(s) will stroke fully in both directions, sealing tightly where appropriate.
- ☐ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- ☐ Field test any alarm device or sensor and verify alarm condition is reported properly.
- ☐ Verify sensors are within acceptable range, calibrate if applicable.
- ☐ Check associated controller for proper 24 Volt power and communication.
- ☐ Return parameters to original values once complete.
- ☐ Note any deficiencies of all of the above tests in detail on service report.
- ☐ Make any recommendations on findings to Facility Manager.

VARIABLE AIR VOLUME BOX

- ☐ Verify that VAV is being controlled at the appropriate values.
- ☐ Change temperature set point value; verify smooth transition and stable control at the new set point.
- ☐ Verify the operation of reheat device, if applicable
- ☐ Return set point to original value.
- ☐ Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- ☐ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- ☐ Field test any alarm device or sensor and verify alarm condition is reported properly.
- ☐ Verify sensors are within acceptable range, calibrate if applicable.
- ☐ Check associated controller for proper 24 Volt power and communication.
- ☐ Document any issues and discuss "Corrective Maintenance" options with customer.

COMPUTER ROOM AIR CONDITIONER

- ☐ If room is only monitored by zone sensor, check zone sensor and alarm function. If A/C unit is controlled by EMS, perform checklist below.
- ☐ Verify system is enabled and system components are in the automatic position.
- ☐ Confirm reasonable reading on monitoring temperature / humidity devices.
- ☐ Review integration points for valid communication with EMS.
- ☐ Compare readings at local display match those monitored through interface provided through EMS.
- ☐ Ensure enable/disable or lockout setpoints are reasonable for the application and equipment.
- ☐ Confirm setpoints are in the proper range for equipment.
- ☐ Adjust parameters to allow for staging of equipment as applicable.
- ☐ Return parameters to original values once complete.
- ☐ Note any deficiencies of all of the above tests in detail on service report.
- ☐ Make any recommendations on findings to Facility Manager.

Service Agreement (Continued)

Customer Name: Williamson County

Submitted By: Jake Stuckey

Scope of Service

- Automated Logic Contracting Services Inc. (ALCS) will provide the services of a service specialist for One (1) day each month. Scheduled visits are to be used at the owner's discretion for Service Items (i.e. fixing issues, replacing hardware, system enhancements). In addition to the monthly service visits, ALCS will perform scheduled preventative maintenance on building automation systems as detailed in the PM schedule above. Preventative maintenance checklists are found in the Detailed Description of General Maintenance of this contract.
- Automated Logic will provide one (1) onsite training session annually for facilities and maintenance staff. Or, in lieu of the onsite training Automated Logic will provide 50% off one (1) factory certified 2-day advanced training course.
- ALCS will perform (4) detailed BAS audits during each term defined below. Building audits for FY1 are listed under the General Services section of this contract. Buildings to be audited in FY2, FY3, and FY4 will be determined at the customer's discretion prior to the beginning of the next term, provided they are of similar size and scale.
- ALCS will provide the services listed under the General Services section of this contract.

Agreement Term/Automatic Renewal:

This Agreement takes effect on **February 1st, 2022**. It will continue for an original agreement term of **44 months**.

Agreement Price/Billing

The annual amount indicated will be paid to Automated Logic in annual payments. Payments are due and payable when the customer receives the invoice of the services to be provided.

<i>Term</i>		<i>Billing</i>
<i>FY1</i>	<i>February 1, 2022 – September 30, 2022</i>	<i>(\$3,919.75/month) \$31,358.00 Total</i>
<i>FY2</i>	<i>October 1, 2022 – September 30, 2023</i>	<i>(\$4,115.75/month) \$49,389.00 Total</i>
<i>FY3</i>	<i>October 1, 2023 – September 30, 2024</i>	<i>(\$4,321.58/month) \$51,859.00 Total</i>
<i>FY4</i>	<i>October 1, 2024 – September 30, 2025</i>	<i>(\$4,722.17/month) \$56,666.00 Total</i>

Preferred rates under Assurance Plan (outside of scheduled visits)

<i>Term</i>	<i>System Specialist</i>	<i>Engineering</i>
<i>FY1</i>	<i>\$139.00/hr</i>	<i>\$154.00/hr</i>
<i>FY2</i>	<i>\$165.00/hr</i>	<i>\$170.00/hr</i>
<i>FY3</i>	<i>\$173.00/hr</i>	<i>\$178.50/hr</i>
<i>FY4</i>	<i>\$181.00/hr</i>	<i>\$187.50/hr</i>

Acceptance and Approval

This Agreement will become binding upon signature by Customer and signature by an ALCS representative.

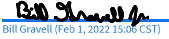
This Agreement is subject to the Terms and Conditions attached and incorporated in this Agreement.

Bill Gravell

Williamson County Acceptance (typed/printed name)

County Judge

Title


Bill Gravell (Feb 1, 2022 15:05 CST)

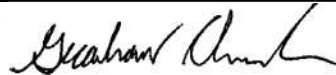
Customer Acceptance (signature)

Graham Cherwenuk

Automated Logic Contracting Services Inc. Acceptance
(typed/printed name)

Business Manager

Title



Automated Logic Contracting Services Inc. (signature)

BuyBoard Proposal

BuyBoard Proposal No. 631-20: HVAC Equipment, Supplies, and Installation of HVAC Equipment is incorporated herein as if copied in full.

Standard Terms & Conditions of Sale

1. ~~REMOVED BY WILLIAMSON COUNTY.~~

~~**PAYMENT AND TAXES** – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered~~

2. **SCOPE OF WORK/EXCLUSIONS** – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

3. **EXTRAS** – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. **EMERGENCY SERVICE WORK** – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS** – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods 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.

6. **DELAYS** – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. **WARRANTY** – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

8. **WORKING HOURS** – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. **CHANGE ORDERS/ADDITIONAL WORK** – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES** – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. **LIMITATION OF LIABILITY** – Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. **CUSTOMER TERMINATION FOR DEFAULT** – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

13. **AUTOMATED LOGIC TERMINATION** – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

14. Deleted.

Standard Terms & Conditions of Sale (Continued)

15. GOVERNMENT PROCUREMENTS –

(a) **COMMERCIAL ITEMS** – The components, equipment and services provided by Automated Logic under this Agreement are “commercial items” as defined in Section 2.101 of the Federal Acquisition Regulations (“FAR”), and the prices of such components, equipment and services are based on Automated Logic’s commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, “Subcontracts for Commercial Items and Commercial Components.”

16. **HAZARDOUS MATERIALS** – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic’s performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

17. **OCCUPATIONAL SAFETY AND HEALTH** – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (“OSHA”) relating in any way to the performance of work under this Agreement, the project or the job site.

18. **ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION** - This Agreement, including the attached Williamson County Terms and Conditions Addendum, contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Automated Logic may assign this Agreement only with Customer’s prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

19. **CUSTOMER CONSENT** - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

20. **FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

21. **INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic’s intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

22. **DATA PRIVACY** – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.

23. REMOTE MONITORING

(a) **DATA RIGHTS** - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic’s performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic’s Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic’s database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) **RETURN OF DATA** - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic’s servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic’s performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic’s servers, Customer agrees that such data and information shall become part of Automated Logic’s database and therefore subject to the license terms under section 23(a).

(c) **DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic’s express written consent, which consent shall not be unreasonably withheld.

Williamson County Terms and Conditions Addendum

1. **Texas Prompt Payment Act Compliance:** 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 Customer 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 Customer 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 Customer'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.
2. **Right to Audit:** Automated Logic agrees that the Customer 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 Automated Logic which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Automated Logic agrees that the Customer shall have access during normal working hours to all necessary Automated Logic facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Automated Logic reasonable advance notice of intended audits.
3. **Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.
4. **Termination for Convenience:** 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. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
5. **BuyBoard # 631-20:** Mandatory terms required by BuyBoard # 631-20, including addenda, are incorporated herein as if copied in full and supersede any conflicting terms in this Contract.
6. **Mediation:** The parties agree to use mediation for dispute resolution, prior to any formal legal action being taken on this Contract.
7. **Venue and Governing Law:** Venue of this Contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Bill Gravell

Williamson County Acceptance (typed/printed name)

County Judge

Title


Bill Gravell (Feb 1, 2022 15:05 CST)

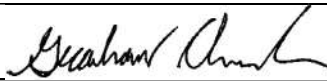
Customer Acceptance (signature)

Graham Cherwenuk

Automated Logic Contracting Services Inc. Acceptance
(typed/printed name)

Business Manager

Title


Automated Logic Contracting Services Inc. (signature)