

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

COMMISSIONERS COURT

Date: _____

JUN 21 2023

Meeting Date: 6/21/23

Submitted By: Facilities Management

Approved

Department/Office: _____

Signature of Director/Official: _____

Agenda Title:

Consideration of Purchase or Lease of Equipment with Cost Not to Exceed
\$160,000.00 to Supplement the HVAC System at the Guinn Justice Center and
Authorizing Joshua Green, Facilities Management Director to Sign all Related

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Documents***

(May attach additional sheets if necessary)

Person to Present: Joshua Green

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: Action (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please Inter-Office All Original Documents to County Judge’s Office Prior to Deadline
& List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

06-21-2023

Joshua Green, Director
Facilities Management
1 N. Main St., Suite 316
Cleburne, TX 76033
(817) 556-6071 ext. 3460

**SUBJECT: Guinn Justice Center Emergency Chiller
ELECTRICAL PROPOSAL**

Thank you for the opportunity to offer our proposal for the subject project. Our pricing encompasses the following:

I. SCOPE OF WORK

A. Our proposal includes:

1. Walker will provide and install 270 ton chiller with pump and hoses.
2. Walker will provide the 4/0 cable and tails for temp power to the chillers.
3. Walker will use the existing MSA to power the temp chiller. If this is not available Walker will have to rent a temporary generator which will require a change in price.
4. This price also includes decommissioning the temp chiller at the end of the job.

B. Clarifications:

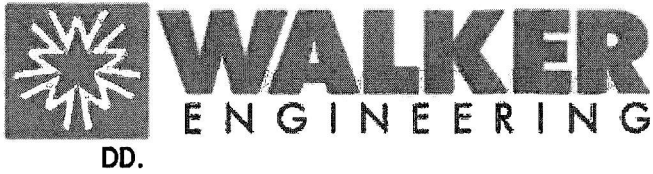
1. This proposal of Walker Engineering is based upon the assumption that the labor and materials anticipated herein will be reasonably available and not subject to unanticipated market fluctuations. Walker's price and schedule are subject to equitable adjustments for delays caused by Client's failure to provide any required approval or suitable Project access or by occurrences or circumstances beyond Walker's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measure or other circumstances, including, without limitation, unusual weather conditions and unanticipated shortage of labor and/or materials.
2. This proposal is based upon a mutually agreeable contract.
3. Breakouts are for accounting purposes only.
In the event of any changes in the scope of services to be performed by Walker, as directed by Client, Walker shall prepare and submit a change order defining the change in scope, and setting forth the change, if any, in the schedule and cost. Upon written approval of the change order, Walker shall proceed with the work and compensation will be adjusted in accordance with the approved change order.

4. Client must provide all reasonable assistance required by Walker in connection with the services, including, without limitation, all information related to the services or subject matter thereof in Client's possession, custody or control reasonably required by Walker.
5. Unless expressly stated otherwise in the Proposal, the fees, costs and schedules in the Proposal constitute Walker's estimated probable cost and time for services. The estimated probable cost is not a guaranteed maximum or not-to-exceed price. Walker shall inform Client if it determines at any time that a material change to the nature, time or extent of services is required or advisable.
6. Except as otherwise specified in the Proposal, Client will pay each invoice within 30 days of its date. Interest will be charged on unpaid balances beginning 30 days from the invoice date at the lesser of 1.5% per month or the maximum rate permissible under law. Upon 10 business days' notice, Walker may suspend Services without liability until all past due amounts, including accrued interest, have been paid in full. If Walker takes legal action to enforce payment and prevails, Client shall reimburse Walker for all collection and legal costs. Client shall pay Walker for Services rendered regardless of whether Services are intended in whole or in part to benefit a third party.
7. Notwithstanding anything to the contrary contained in the Agreement, the parties agree to waive all claims against each other for any incidental, special, indirect, punitive, exemplary or consequential damages that may arise out of or relate to this Agreement.
8. Walker represents and warrants to Client that the work shall conform with the Scope of Work and be free from defective material or workmanship for a period of twelve (12) months from substantial completion of the work. WALKER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.
9. The proposal and any subsequent contract shall be governed by the substantive laws of the jurisdiction in which the Project is located (the "Jurisdiction"). The Jurisdiction's courts have exclusive jurisdiction and venue over all disputes arising out of the Contract, and the Jurisdiction is deemed to be the place of performance for all obligations under the Contract. The Parties waive any objection to the Jurisdiction's courts on grounds of inconvenient forum or otherwise.
10. If this proposal is accepted, the above terms will be incorporated into any subcontract agreement to be executed by the parties covering the work herein quoted.
 11. *In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the Subcontract through no fault of [Walker Engineering][Guinn Justice Center], the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the Subcontract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >5% percent between the date of this proposal and the date of execution of the Subcontract.*

III. EXCLUSIONS

- A. Expediting or acceleration fees
- B. Tax
- C. No hot work of any kind
- D. Arc flash or coordination study
- E. Furnishing of UL rated fire stopping devices.

- F. Additional cost associated with participation in a LEEDS type program
- G. Furnishing or installation of access doors
- H. Cutting or patching of concrete, masonry, brick, sheetrock, plaster, etc. unless due to negligence on the part of Walker Engineering, Inc.
- I. Placing or forming of concrete (i.e., housekeeping pads, curbs, pole bases, transformer pads, handholes, etc.)
- J. Painting or priming of any kind except for touch up of electrical equipment
- K. Warranty of existing electrical work
- L. Business interruptions or losses resultant there from
- M. Payment and performance bond
- N. Hazardous materials handling, generation / shipping and remediation fees
- O. All cost associated with the removal of contaminated soils.
- P. Telephone, computer, or data cabling, equipment, devices, or terminations
- Q. Fire alarm system equipment, devices, raceway, wiring or terminations
- R. Additional cleaning or replacement of Fire Alarm Smoke Detectors installed prior to final cleanup.
- S. Security system equipment, devices, raceway, wiring or terminations
- T. Lightning protection system
- U. Special pads, pavers, membrane strips, etc., under lightning protection roof conductors.
- V. CCTV/MATV systems equipment, devices, raceway, wiring or terminations
- W. Temperature control and interlock wiring
- X. Energy management systems equipment, devices, raceway, wiring or terminations
- Y. Pump equipment
- Z. Temporary power and lighting
- AA. Temporary power for Cooling and heating equipment.
- BB. Sanitary facilities or any associated fees
- CC. Asbestos abatement
 - a. Additional Mobilizations (based on all work being completed in one mobilization)
 - b. Importing Structural Fill Materials (Use Native Soils)
 - c. Irrigation or Landscaping
 - d. Barricades or Safety Railing
 - e. Anchor Bolts
 - f. Certified Survey/Layout
 - g. Rock Excavation or Drilling
 - h. Installing Conduits
 - i. Case or Slurry Drilling
 - j. Epoxy Grout
 - k. Helical Piles
 - l. All Site Work (ie, clearing, grading, fencing, finish rock, utility structures, erosion control)
 - m. All Structural Steel
 - n. All Conduit, PVC, and Sleeving
 - o. Hot & Cold Weather Curing Methods
 - p. Hot & Cold Weather Concreting Methods
 - q. Permits & Permit Fees
 - r. Performance & Payment Bonds



IV. PRICING SUMMARY

Install, Decommission and Round Trip Freight \$27,920.00
Monthly Rental for 1 -270 Ton Chiller with 4/0 cables and 4/0 tails and 25'
section chiller hoses..... 31,671.00
Base Total based on 4 month rental \$154,604.00

Owner Rep Signature _____
Walker Engineering Signature Cliff McLeod

Please do not hesitate to call if you have any questions or require additional information.

Thank you,
Cliff McLeod
Account Manager



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PSB B12430

1. **Proposal.** The Proposal is firm for 30 days from its date. Unless expressly stated otherwise in the Proposal, the fees, costs and schedules in the Proposal constitute Walker Engineering, Inc. ("Walker") estimated probable cost and time for Services (otherwise known as the work to be performed pursuant to the Proposal). In the event of any changes in the scope of services to be performed by WALKER, as directed by Client, WALKER shall prepare and submit a change order defining the change in scope, and setting forth the change, if any, in the schedule and cost. Upon written approval of the change order, WALKER shall proceed with the work and compensation will be adjusted in accordance with the approved change order. No material change will be made without Client's consent except pursuant to Section 2.

2. **Force Majeure.** WALKER's price and schedule are subject to equitable adjustments for delays caused by Client's failure to provide any required approval or suitable Project access or by occurrences or circumstances beyond WALKER's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measure or other circumstances, including, without limitation, unusual weather conditions ("Force Majeure").

3. **Invoices and Payment.** Except as otherwise specified in the Proposal, Client will pay each invoice within 30 days of its date. Interest will be charged on unpaid balances beginning 30 days from the invoice date at the lesser of 1.5% per month or the maximum rate permissible under law. Upon 10 business days' notice, WALKER may suspend Services without liability until all past due amounts, including accrued interest, have been paid in full. If WALKER takes legal action to enforce payment and prevails, Client shall reimburse WALKER for all collection and legal costs. Client shall pay WALKER for Services rendered regardless of whether Services are intended in whole or in part to benefit a third party.

4. **Termination.** The Contract (which includes the Proposal, including these general terms and conditions) may be terminated or suspended, in whole or in part, by either Party upon ten (10) days' written notice. In the event of a termination by Client, Client shall pay all fees and expenses for Services accrued to the termination date and WALKER's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice. This section does not limit WALKER's rights to seek recovery for claims resulting from a breach by Client.

5. **Insurance.** WALKER shall maintain policies of insurance for the following types of coverage, each with a limit of liability of US\$1,000,000 (except for Workers' Compensation or equivalent coverage): Workers' Compensation or equivalent coverage as required under applicable statute; Employer's Liability; Comprehensive General Liability; Comprehensive Automobile Liability; and Professional Errors and Omissions. Upon written agreement of the Parties, WALKER may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

7. Standard of Care; Limitation of Liability.

7.1 WALKER shall exercise the degree of care and skill ordinarily exercised under similar circumstances at the same time by experienced professionals performing substantially similar services at the same or similar locality as the Project. WALKER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

7.2 IN NO EVENT WILL A CLIENT INDEMNITEE BE LIABLE TO AN WALKER INDEMNITEE OR AN WALKER INDEMNITEE BE LIABLE TO A CLIENT INDEMNITEE, OR ANYONE CLAIMING BY, THROUGH OR UNDER A CLIENT INDEMNITEE OR WALKER INDEMNITEE, INCLUDING, WITHOUT LIMITATION, INSURERS, FOR ANY LOST, DELAYED OR DIMINISHED PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR PRODUCTION OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, FINANCIAL, CONSEQUENTIAL OR ECONOMIC LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED.

7.3 IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, GUARANTEE, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE, WILL AN WALKER INDEMNITEE BE LIABLE TO A CLIENT INDEMNITEE OR ANYONE CLAIMING BY, THROUGH OR UNDER IT, INCLUDING WITHOUT LIMITATION, INSURERS, FOR ANY AMOUNT IN EXCESS OF THE CONTRACT PRICE FOR THE WORK ASSOCIATED WITH THE CONTRACT IN THE AGGREGATE.

8. Client Responsibilities.

8.1 Client must provide all reasonable assistance required by WALKER in connection with Services, including, without limitation, all information related to the Services or subject matter thereof in Client's possession, custody or control reasonably required by WALKER.

8.2 WALKER has the right to rely, without independent investigation or inquiry, on the accuracy and completeness of all information provided by, on behalf of, or at the request of Client or any governmental agency to WALKER or any WALKER subcontractor. Client agrees to review all Proposals, designs, schematics, drawings, specifications, reports and other deliverables prepared by WALKER for the accuracy and completeness of factual information provided by or on behalf of Client for inclusion and to provide WALKER with any further information within Client's possession that may affect the accuracy or completeness of Services.

9. **Governing Law; Forum.** The Contract is governed by the substantive laws of the jurisdiction in which the Project is located (the "Jurisdiction").

10. **Confidentiality.** The entire contents of this Proposal are to be considered WALKER Confidential and are provided for the Client's benefit only. Client is prohibited from distribution to outside parties without prior written authorization from WALKER.