



**AGENDA PLACEMENT FORM**

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

Date: 7/17/2023

COMMISSIONERS COURT

Meeting Date: 7/24/2023

JUL 24 2023

Submitted By: Ralph McBroom

Department/Office: Purchasing

Approved

Signature of Director/Official: \_\_\_\_\_

**Agenda Title:**

Consideration of addition of the purchase an Automatic Transfer Switch (ATS) for \$362,572 to the purchase of the Back-up Generator for the Guinn Justice Center for \$1,489,625 under RFP 2022-226 for a total of \$1,852,197.

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

In the event of a power outage the ATS will enable the Adult Probation Building to maintain power in addition to the Guinn Justice Center. American Rescue Plan Act (ARPA) Funds will be used.

(May attach additional sheets if necessary)

Person to Present: Josh 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: 15 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**

07-07 -2023

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

**SUBJECT: Guinn Justice Adult Probation Center Gen Power and ATS Addition  
ELECTRICAL PROPOSAL**

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

**1. SCOPE OF WORK**

**A. Our proposal includes:**

1. Walker will provide material and labor to install an 800A run from the generator to the Adult Probation Center.
2. Walker will install 2 – 4” conduits from the generator to the probation building.
3. Walker will set a new 800A ATS in the probation building.
4. Walker will re-work the existing disconnect to coincide with the new ATS.
5. Walker will have Stewart and Stevenson install a new 800A breaker in the generator.

**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 1.5g 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 \*-.\*° 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, Hand holes, 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
- V. 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
- ax. 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 b Permit Fees
  - r. Performance & Payment Bonds



IV. PRICING SUMMARY

Phase A .....	\$254,739.00
Phase B.....	\$107,833.00
Total .....	\$362,572.00

Owner Rep Signature 

Walker Engineering Signature 

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

Thank you,  
Cliff McLeod  
Account Manager

THCL #29545  
1505 W. Walnut Hill Lane **Irving**, Texas 75038  
817-540-7777 — Fax 817-540-7785

Office 817-540-7777  
Cell: 817.781.1271  
**cmcleod@walkertx.com**

Regulated by the Texas Department of Licensing & Regulations  
P.O. Box 12157  
Austin, TX 78711  
1-800-803-9202 / 512-463-6599  
[www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)  
License #17307  
PSB B12430