

AGENDA PLACEMENT FORM

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

Date: 1/30/2024

Meeting Date: 2/12/2024

Submitted By: Joshua Green

Department: Facilities Management

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>

February 12, 2024

Description:

Consideration and Approval of Agreement with Walker Engineering for the
Purchase and Installation of Electronic diesel fuel indicator and Transmitter for
the Guinn Justice Center in the amount of \$6,708.00. And to Give the County
Judge Authorization to sign.

(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: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

December 19, 2023

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

**SUBJECT: Guinn Justice Courthouse Generator Monitoring System Revised
Contract for Installation of Electronic Fuel Lead Monitor**

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

1. SCOPE OF WORK

A. Our Deliverables include:

One (1) ProtoNode

**Designed to translate MGC Series Generator Set Controller Modbus TCP to BACnet MS/TP, BACnet/IP, or Ethernet/IP
Installed by S&S Technician**

One (1) Fuel Level Monitor

Diesel fuel level indication transmitter wired to MGC-3010 Generator Controller

Notes: Included is One (1) trip for installation, during the hours of 8:00am to 4:30pm Monday through Friday. (2) After Hours Included for testing.

- > **Freight is included in this proposal to one location.**
- > Jobsite Exhaust Pressure Test, Engine Emissions Test, Voltage & Transient Test, Harmonics and Sound Level Testing, Coordination Study, Infrared Scanning, Installation, Offloading, and Fuel are all not included.
- > Mechanical lugs are provided as standard on main line circuit breakers and automatic transfer switches. Varying lug arrangements are not available due to UL2200 listings
- > Equipment sized and rated, per the conditions set forth in the project specifications. Failures or de-rates caused by improper site design are at the responsibility of others.
- > All seismic installation certification shall be by others.
- > All orders without approved credit will require a current credit card or 50% down payment upon order.
- > Quoted pricing firm for 30 days. ALL Orders after 30 days are subject to price increases.
- > All orders are NET 30 with approved credit. Price does not include federal, state, or local taxes.
- > **Delivery: 2-3 weeks**
- > Quoted per Conversations with Contractor/Customer. Addendum(s) 0 Acknowledged.
- > If non-exempt, TERP tax (1.5%) and sales tax (8.25%) will apply to the above total.

B. Clarifications:

1. This agreement 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. 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.

3. 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.
4. Unless expressly stated otherwise in the agreement, the fees, costs and schedules in the Proposal constitute Walker's estimated probable cost and time for services. The estimated 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.
5. Except as otherwise specified in the agreement, Client will pay each invoice within 45 days of its date.
6. 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.
7. 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.
8. This agreement shall be governed by the substantive laws of the State of Texas. Venue for any disputes shall be in the District Courts of Johnson County, Texas or the Federal District Courts of the Northern District of Texas.
9. This agreement may be terminated or suspended, in whole or in part, by either Party upon thirty (30) 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.
10. 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.
11. Walker shall indemnify Johnson County, its affiliates and their respective directors, officers and employees (individually, an "Indemnitee" and collectively, "Indemnitees") from and against claims arising out of the agreement, to the extent claims are caused by the negligence or willful misconduct of Walker. Neither Party shall be liable to the other Party in the event of that Party's own negligence.
12. 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.
13. Client Responsibilities.
 - 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.
 - 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.

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 Payment
- V. 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

Total \$6,708.00

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Christopher Boedeker
Christopher Boedeker
As Johnson County Judge

2-12-24
Date

Attest: *April Dugg*
County Clerk, Johnson County



2-12-24
Date

J. Blake Walker
Authorized Representative of Company

COMPANY:

01/25/2024
Date

Printed Name: J. Blake Walker Title: V.P. Service

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