

AGENDA PLACEMENT FORM

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

Date: 2-2-2024

Meeting Date: 2-12-2024

Submitted By: Lance Anderson

Department: Purchasing

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>
 February 12, 2024

Description:

Approval of Proposal by Walker Engineering for installation of Fiber from
Guinn Justice Center to Adult Probation in the amount of \$21,307.43 with
Authorization for County Judge to sign.

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(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**



Date: February 01, 2024

Attn: Cameron George
cgeorge@jonsoncountytexas.org

TIPS – Job Order Contracting # 211001

Subject: Johnson County – Guinn Fiber Connectivity _ 24 Fiber

We are pleased at Walker Engineering, Inc. (WEI) to provide the following proposal for our understanding of the above referenced project. This is based upon information gathered during site visits.

Scope of Work:

Building to Building Fiber – 24 Strand Fiber

- Provide and install Corning 024E8P-31131-A3 _24 strand Singlemode, armored indoor/outdoor fiber between buildings.
- Provide and install overhead J-hooks support between entry points to IT closet in each building.
- Extend conduit in Guinn from entry point enclosure across open ceiling through wall to overhead pathway.
- Provide and install in Guinn One (1) Corning CCH-01U rack mount fiber enclosure.
- Provide and install in Guinn One (1) Corning CCH-CP24-A9 singlemode LC duplex adapter panel.
- Provide and install in probation building One (1) Leviton singlemode LC duplex adapter panel in existing fiber enclosure.
- Terminate all fiber to Corning Singlemode Unicam pre-terminated connectors.
- Certify all fiber to industry standards and record results.

Work to be performed on weekends

WEI Assumes the Following:

- ~~All work will be performed during normal business hours.~~
- Walker Engineering, Inc.'s agreement to use the Contractor's standard subcontract form is made subject to mutually agreed clarifications and modifications to its terms.
- 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.
- 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.

- 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.
- This proposal is valid for 30 days. 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.
- 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.
- 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.
- Walker represents and warrants to Client that the work shall conform to 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.**
- 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.
- 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.

WEI Excludes the Following:

- Firestop of any kind.
- Overtime labor, material expediting or schedule acceleration fees.
- Utility company charges.
- Hoisting or lifting.
- Cutting or patching of concrete, masonry, brick, etc.
- Cutting or patching of sheetrock, plaster, etc.
- Painting or priming of any kind.
- Business interruptions or losses resultant there-from.
- Installation of conduit or raceway of any kind.
- Fire alarm system, raceway, wiring, equipment, devices, terminations and connections.
- Security system, raceway, wiring, equipment, devices, terminations and connections.
- Delivery of any equipment from the existing location to the new location.
- Disconnection or reconnection of any electrical feed(s) to the modular furniture.
- Permit and inspection fees.
- Roof penetrations or the required repair thereof.



Cost:

A.	Materials.....	\$ 9,316.43
B.	Labor	\$11,991.00
D.	Total.....	\$21,307.43

We appreciate the opportunity to be of service to you. Please contact this office if you have any questions or require any additional information.

Sincerely,

Jason Wallis, RCDD
Network Services Project Manager
Walker Engineering Inc.
817-781-0102
jwallis@walkertx.com

Regulated by The Texas Department of
Licensing and Regulation,
P.O. Box 12157, Austin, Texas 78711,
1.800.803.9202, 512.463.6599;
Website: www.tdlr.texas.gov
License #17307

[FOR ATTACHMENT TO THE WALKER ENGINEERING GUINN FIBER CONNECTIVITY – 24 FIBER PROPOSAL – AGREEMENT LANGUAGE]

Johnson County, a political subdivision of the State of Texas, and Walker Engineering Inc. intend and agree that the terms set forth above constitute a Contractual Agreement of said Parties for the materials and work described above. Walker Engineering, Inc. understands and accepts that Commissioners Court approval and ratification of the Agreement (and payment) may occur subsequent to the informal authorization and approval of the delivery of the materials and performance of the work described herein.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Christopher Boedeker
As Johnson County Judge

Date

Attest:

County Clerk, Johnson County



Lance Anderson, Johnson County
Purchasing Agent

Date

02/01/2024

Date

WALKER ENGINEERING, INC.

Authorized Representative of Company

Date

Printed Name: _____ Title: _____

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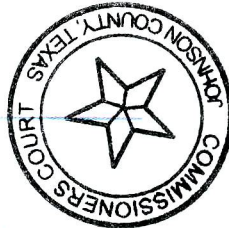
APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

CPK Boedeker
Christopher Boedeker
As Johnson County Judge

2-12-24
Date

Attest: April Long
County Clerk, Johnson County



2-12-24
Date

WALKER ENGINEERING, INC.

Lucky Watson
Authorized Representative of Company

2/2/2024
Date

Printed Name: Lucky WATSON

Title: EUSO Dept. Manager