


AGENDA PLACEMENT FORM

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

Date: 03.15.2024
Meeting Date: 03.25.2024
Submitted By: Lance Anderson
Department: Purchasing
Signature of Elected Official/Department Head:


Court Decision:
This section to be completed by County Judge's Office


March 25, 2024

Description:

Acceptance of Hold Harmless Agreement from adjacent business owner, C.B. Fincher, & approval with authorization for County Judge to sign quote from Freedom Construction for placement of Fire Line Riser underground.

(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) County Judge

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

**WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS FOR WATER
LINE ON THE REAL PROPERTY KNOWN AS LOT 1R2 IN BLOCK 2 OF THE
MARTI-BENTLEY SUBDIVISION IN CLEBURNE, TEXAS 76033**

(General Waiver)

**SATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF JOHNSON §**

WHEREAS, Johnson County, Texas, a political subdivision of the State of Texas, is under contract with Total Energies E&P Barnett USA, LLC to purchase Lot 1R1, Block 2, of the Minor Plat Lots, 2R, 1R1 and 1R2, Block 2, Marti-Bentley Subdivision, recorded in Volume 10, Page 102, Slide C-620 in the Official Public Records, Johnson County, Texas (hereinafter referred to as "Lot 1R1"); and

WHEREAS, Johnson County closed on the purchase of Lot 1R1 on November 27, 2023; and

WHEREAS, it was recently discovered that a water line is located on Lot 1R2 in Block 2 of the Marti-Bentley Subdivision (hereinafter referred to as "Lot 1R2") which is adjacent to Lot 1R1 and said water line is thought to be in use and to provide water for fire suppression to the building located on Lot 1R1; and

WHEREAS, said water line on Lot 1R2 is located under a building being constructed on Lot 1R2 and will also be under the parking lot on Lot 1R2; and

WHEREAS, a riser for said water line extends above the ground level Lot 1R2; and

WHEREAS, a possibility exists that said water could begin to leak and potentially cause damage to Lot 1R2 and the building located on Lot 1R2; and

WHEREAS, Johnson County is in the process of receiving quotes to place the water line riser underground; and

WHEREAS, Johnson County will continue to monitor the water pressure in said water line to detect potential leaks; and

WHEREAS, due to the closing date of November 27, 2023, Johnson County is requesting that the owner of Lot 1R2, Calvin B. Fincher, execute a waiver of liability, release and hold harmless agreement for any damages that might be caused by the water line located on Lot 1R2 to be effective immediately.

THEREFORE, on the 14th day of March, 2024, the person whose signature appears herein (hereafter referred to as the "RESPONSIBLE PARTY") does hereby agree as set forth below.

Purpose

The purpose of this WAIVER, RELEASE and HOLD HARMLESS is for said RESPONSIBLE PARTY to WAIVE LIABILITY, RELEASE AND HOLD HARMLESS JOHNSON COUNTY AND ALL JOHNSON COUNTY OFFICERS, OFFICIALS, AND EMPLOYEES, FOR ANY AND ALL DAMAGES OR LOSSES ARISING FROM A WATER LINE BEING LOCATED ON LOT 1R2 AND

RESPONSIBLE PARTY DOES HEREBY AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS JOHNSON COUNTY AGAINST ALL CLAIMS, SUITS, PENALTIES, DAMAGES OR LOSSES ARISING FROM THE WATER LINE BEING LOCATED ON LOT 1R2 AND ANY ACTS, ACTIONS, INJURIES OR OMISSIONS OF JOHNSON COUNTY OR JOHNSON COUNTY'S OFFICIALS, OFFICERS, AND EMPLOYEES IN DISCONNECTING THE WATER LINE LOCATED ON LOT 1R2.

Indemnity

The RESPONSIBLE PARTY and his heirs and assigns agree to indemnify, release, and hold harmless JOHNSON COUNTY and its officials, officers, and employees for any and all damages or losses arising from such water being located on Lot 1R2 until said water line can be disconnected for use and any acts, actions or omissions and for the cost incurred by JOHNSON COUNTY as the result of the defense against such claims, suits, penalties, damages or losses. The RESPONSIBLE PARTY and his heirs and assigns agree to waive any and all claims which may arise in their favor against JOHNSON COUNTY or its officials, officers, or employees for any and all damages or losses arising from such water line being located on Lot 1R2. The RESPONSIBLE PARTY'S duty to indemnify, release, and hold harmless JOHNSON COUNTY includes but is not limited to claims, suits, penalties, damages or losses arising from the water line being located on Lot 1R2 and any acts, actions or omissions of JOHNSON COUNTY and JOHNSON COUNTY'S officials, officers, and employees.

Release

The RESPONSIBLE PARTY hereby agrees to release and hold harmless JOHNSON COUNTY for all damage, loss or harm to his person or personal property as a result of any injury or damage incurred by the water line being located on Lot 1R2.

Express Acknowledgment

By signing this document, the RESPONSIBLE PARTY expressly acknowledges that he is not an employee of Johnson County and is aware of the potential dangers of the water line being located on Lot 1R2 and any bodily injury, property damage, personal safety hazards or and any other known or unknown hazards which may or may not be known to either JOHNSON COUNTY or the RESPONSIBLE PARTY. The RESPONSIBLE PARTY expressly acknowledges the assumption of all risk for bodily injury, damage or loss of property. By signing this document, the RESPONSIBLE PARTY acknowledges he is 18 years of age or older.

Venue

In the event of a dispute concerning any aspect of this WAIVER, RELEASE and HOLD HARMLESS or any claim or dispute arising therefrom or an act or condition addressed herein, the RESPONSIBLE PARTY and JOHNSON COUNTY agree that venue for all court proceedings shall be in JOHNSON COUNTY, TEXAS.

Interpreting This Document

The undersigned states and represents that he has knowingly, willingly and voluntarily executed this Waiver, Release and Hold Harmless Agreement after reading same and is signing said Waiver, Release and Hold Harmless Agreement before the undersigned notary acknowledging that he has executed the same for the purpose and consideration therein expressed.

WITNESS MY HAND this the 14 day of March, 2024.


C.B. Fincher
Responsibility Party
C.B. Fincher
Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, the undersigned authority, on this day personally appeared C.B. Fincher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of

March 2024



Matthew Ragon Michael
NOTARY PUBLIC, STATE OF TEXAS



March 4th, 2024

Lance Anderson- Purchasing Agent
Johnson County Texas
411 Marti Dr
Cleburne, TX 76033

Subject: Johnson County Marti Dr Fire Line

This bid includes all the labor and material to accomplish the following scope.

Scope:

- Excavate the main line and appropriate surrounding area of the existing valve
- Remove existing fire line valve and corresponding electrical. Electrical to be capped and abandoned in conduit
- Install new valve box and shut off valve tied into the existing fire line.
- Backfill soil

Schedule: 2-3 weeks for scheduling, 2-3 days to complete scope. Schedule highly susceptible to weather conditions

Notes:

- Permits and bonding are not included in this bid.
- Bid expires 30 days from the date of this letter.
- Work to be completed during normal business hours.
- BuyBoard #660-21

Total: \$12,594.43
(taxes excluded)

Thank you for the opportunity to bid this project. We look forward to working with you on this job and bidding any future projects you might pursue. If you have any questions, please call the undersigned at 817-524-5075 or zac@freedomconstruct.net.

Sincerely,

Zac Rocha
Freedom Construction

Quote Acceptance  Date: 03-25-2024

Print Name and Title Christopher Boedecker - County Judge