

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 7/21/21

Requested by: Richard Gumbert

AGENDA ITEM(S):

Discussion/action regarding the Planned Maintenance Agreement with Clifford Power for generators at the Sheriff's Office and the Courthouse.

Meeting Date Requested: (required) 7/27/21

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

REVISED -

PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems | 4918 Burleson Rd | Austin, TX | 78744

CHANGES MADE:

- PRE PMT

Cliff - AUTHORIZATION

provide Burnet County ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 220 S. Pierce Street City: Burnet State: TX Zip: 78611-2200

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
YR 1 - \$3,997.00	\$1,998.50						\$1,998.50					

This proposal will be effective for 30 days and will expire on - 8/20/2021

This agreement will be in accordance to the following terms and conditions, for a period of 1 year. Coverage Dates 08/01/2021 -- 07/31/2022

In consideration of the agreements herein contained:

- Customer agrees to:** Remit Amount of \$3,997.00 for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for details. Customer agrees to make payment upon receipt of invoice.
- CPS agrees to:** Perform all Preventative Maintenance inspections on a Semi-Annually basis, additional services will be performed in the frequency described in the Equipment PM Items and Optional Services list. Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes, visits include our standard 99 point inspections and equipment test.
- Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed \$0 (\$750 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed \$0 (\$700 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- CPS warrants its work:** For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS; while under agreement.
- Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part/s.
- Renewal:** This agreement will automatically renew annually unless cancelled per paragraph 8.
- This agreement may be cancelled by either party:** With a 30 day written notification.
- Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
- Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

PLANNED MAINTENANCE (PM) AGREEMENT

Equipment PM Items and Optional Services

Service Location: Burnet County Sheriff's Office - 1601 E. Polk Street - Burnet, TX 78611	Service Terms: 08/01/2021 -- 07/31/2022	Location Total: \$2,276.00
Incl. Generac 230kW		
☒ 2 x 99-Point Inspection & Test		
☒ 1 x Engine Service		
☒ 1 x LoadBank - 2 Hours		

Service Location: Burnet County Courthouse - 220 South Pierce Street - Burnet, TX 78611	Service Terms: 08/01/2021 -- 07/31/2022	Location Total: \$1,721.00
Incl. GENERAC 60kW		
☒ 2 x 99-Point Inspection & Test		
☒ 1 x Engine Service		
☒ 1 x LoadBank - 2 hours		

Clifford Power Systems and Customer have agreed to the above this day.

By: Taylor Russo Date: 7/21/2021
Clifford Power Systems-Representative

By:  Date: _____
Customer-Representative

Re: Sheriffs Office Generator

1 message

Karin Smith <ksmith@burnetcountytexas.org>

Fri, Jul 16, 2021 at 9:28 AM

To: James Oakley <judgejamesoakley@gmail.com>

Cc: Eddie Arredondo <earredondo@burnetcountytexas.org>, Cindy Dalrymple <cdalrymple@burnetcountytexas.org>, Richard Gumbert <rgumbert@burnetcountytexas.org>

I don't think we can pay prior to work being performed. Also I think #3 should be zero.

Karin

✓
FIXED✓
FIXED

On Jul 15, 2021, at 11:16 PM, James Oakley <judgejamesoakley@gmail.com> wrote:

At one time, we had an agreement in place, but pulled back to save some money. Not sure what is different from prior engagement,,,

James Oakley
Burnet County Judge
512-744-5205 cell & text
judgejamesoakley@gmail.com

Sent from iPhone

On Jul 15, 2021, at 5:03 PM, Eddie Arredondo <earredondo@burnetcountytexas.org> wrote:

All,

I have no real heartburn over the agreement but I do need to mention a few things for you to consider...

1. Payment is upfront. That is ok with me, but Ms. Smith might have an issue.
2. Liability is limited to the amount we pay under the contract. Basically, \$3,000 + is not going to go very far if something goes wrong. Our usual contract with vendors requires them to carry insurance but this contract doesn't. I don't know what could happen if a negligent act by this company ended up destroying a generator, but my guess is the cost is going to be high.
3. Keep in mind that this cost is only for inspection and normal maintenance. Beyond that, we pay according to their rates and travel costs that are applicable at the time of the repair. It might be a good idea to at least get a copy of the current cost for services to get an idea of what could be charged if XYZ goes wrong.
4. The contract doesn't have the list of obligations required of a vendor performing work on county property. The list we have on our standard contract has such lists.

We don't necessarily have to use our standard contract, but you need to understand that the normal things we outline in our contract are not here. It really may not be too big a deal over a \$3,000+ agreement, but I do need to point it out.

Eddie A.

Burnet County Judge

512-744-5205 cell & text

judgejamesoakley@gmail.com

Sent from iPhone

On Jun 17, 2021, at 7:55 PM, Richard Gumbert <rgumbert@burnetcountytexas.org> wrote:

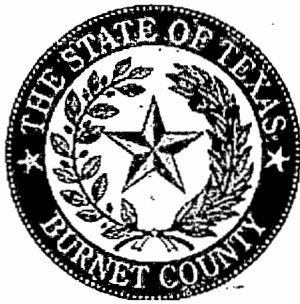
I have attached the Quote for a planned maintenance service equal to what we had in the past. There is not a emergency generator included with the service but they do offer a rental in the event one is need needed.--

Richard Gumbert

Burnet County Maintenance Supervisor

Office Ph 512-715-5215

Cell Ph 512-755-9603



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Cindy Dalrymple

Purchasing Assistant

Burnet County

512-756-5495 ext. 22505