

22b



Burnet County TX Jail- Backflow preventer replacement

PRESENTED BY: Duane Fisher, An Integrated Solutions Provider

PRESENTED TO: Burnet County TX Jail

DELIVERED ON: February 19, 2025

Project Agreement

Proposal Date	Proposal Number	Agreement
	PP256950	

BY AND BETWEEN:

ABM Building Services
4901 Commercial Park Drive
Austin, TX 78724

hereinafter CONTRACTOR

TACLA76894E

AND

Burnet County TX Jail
900 County Ln
Burnet, TX 78611-3751

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED TO THE FOLLOWING LOCATION(S):

900 County Lane, Burnet TX for the price of Eighteen Thousand Nine Hundred Forty-Eight dollars (\$18,948)

Contractor will provide labor and materials to complete the following: Replace 4 inch backflow preventer (SCOPE)

- 1) Isolate water
- 2) Remove existing backflow preventer
- 3) Repipe and retrofit for new DCVA (Watts 757) assembly
- 4) Test and certify new assembly.
- 5) Record new assembly with the correct pater district purveyor.

Work to be performed starting after 2:00 PM

EXCLUSIONS:

Any unforeseen obstacles/encounters (underground, floors or behind walls/ceilings) with rock, concrete, support beams, cables, electrical or other unknown issues that could cause delays to project and result in additional labor fees. If this were to occur, we will bring it to customer's attention and obtain permission to move forward with repairs.

Fire protection / fire line riser work of any kind

Plumbing repairs and/or Code compliance not noted

Overtime premiums not noted above

Site water, sewer, storm, or gas piping not noted above

Cosmetic restoration, sheetrock, painting, tile, etc

Warranty/repairs to existing or owner furnished equipment

X-Ray, GPR scanning, saw cutting or coring

Irrigation or landscape restoration

Site work, excavation or haul off not noted above

Anything not included in above Scope

Quote valid for 30 days from above Proposal Date

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin TX 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

As a condition of performance, payments are to be made on a progress basis. Thirty percent of the Agreement price shall be invoiced upon execution for project development and mobilization with the balance invoices monthly based on the percentage of work completed each month. Invoice payment must be made within (30) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Sales Rep	Customer	Manager
Signature	Signatures 	Signature
Name (Printed/Typed)	Name (Printed/Typed) Damon Beierle	Name (Printed/Typed)
Title	Title Commissioner Precinct 2, Acting Judge	Title
Date	Date	Date
TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:		
PO Number:	Date of Issue:	Customer Signature:
NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.		

Project Agreement Terms and Conditions

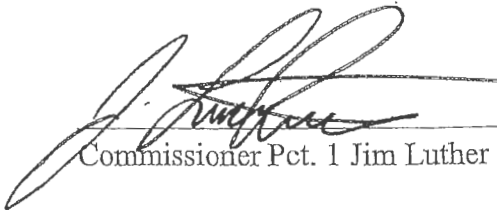
1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of performance. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty, that the Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the contractor's rates in effect.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire balance of the Agreement price shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the price stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all expenses, costs, and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of performance of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, (including those by Contractor's employees), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its affiliates, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.

12. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with the Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

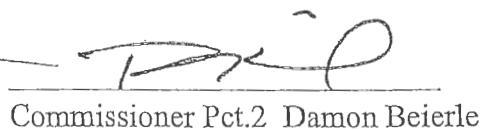
BURNET COUNTY COMMISSIONERS COURT ORDER AUTHORIZING BURNET
COUNTY COMMISSIONER DAMON BEIERLE TO PERFORM ACTIONS ON BEHALF OF
THE BURNET COUNTY COMMISSIONERS COURT DUE TO THE VACANCY OF THE
COUNTY JUDGE DUE TO THE RESIGNATION OF JAMES OAKLEY

On December 18, 2024 Burnet County Judge James Oakley submitted a letter of resignation effective January 2, 2025. The Burnet County Commissioners Court is comprised of five members. Its functions are not limited by the vacancy of one member. The presence of three members continues to constitute a quorum. A majority vote of the members of the Court continues to comprise the approval of an action item voted upon by the Court on any agenda matter that has been publicly posted. The business of the citizens of Burnet County continues unimpeded by the vacancy of one member of the Court. The County Judge leads public meetings of the Court, oversees day-to-day operations of the Court, and signs documents on behalf of the county regarding matters voted upon in public. The daily operations of the Court includes, but is not limited to, the supervision of various county departments that report to the Burnet County Commissioners Court. Until a County Judge is appointed by the Burnet County Commissioners Court, or is resolved or upon further action taken by the Burnet County Commissioners Court, it is hereby ORDERED that Commissioner Damon Beierle shall lead all public meetings of the Burnet County Commissioners Court. Commissioner Damon Beierle is given authority to sign documents on behalf of the county on matters voted upon in public previously and/or into the future. Commissioner Damon Beierle is given authority to oversee the day-to-day management of the Court. This action by the Burnet County Commissioners Court does not designate an interim County Judge. All remaining members of the Court continue their duties as an elected Burnet County Commissioner.

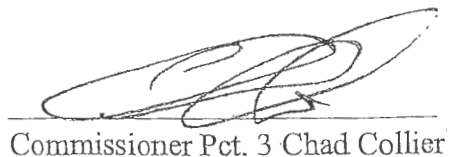
SIGNED ON THIS THE 3RD DAY OF JANUARY, 2025.



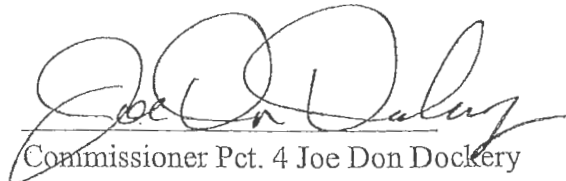
Commissioner Pct. 1 Jim Luther



Commissioner Pct.2 Damon Beierle



Commissioner Pct. 3 Chad Collier



Commissioner Pct. 4 Joe Don Dockery