

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 1st through 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: 05/01/2025

Requested by:

Commissioners Court Date: 05/13/2025

AGENDA ITEM: Discussion/Action for approval of the Planned Maintenance Agreement with Clifford Power in an amount not to exceed \$6,594 for coverage dates 06/01/2025 – 05/31/2026.

Judge Wilson

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beirele

Commissioner Pct. 3 Collier

Commissioner Pct. 4 Dockery



Planned Maintenance (PM) Agreement

Clifford Power System, Inc ("CPS") agrees to provide ("Customer"), located at , , and Customer agrees to accept and pay for, parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Payment Schedule

Year	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
1	\$1,369						\$5,225						\$6,594
2	\$1,369						\$5,225						\$6,594
3	\$1,369						\$5,225						\$6,594

Equipment & Location

Location Name	Generator Make	Model	Serial	KW
Burnet County Trailer	KUBOTA	D1803-CR-TI-BG-EF02	TBD	26
Burnet County Courthouse	GENERAC	QT06024GNSN	5630127	60
Burnet County Sherriff's Office	GENERAC	97AA00578-S	2032897	230

Included PM Items

- ✓(18) 99-Point Inspection & Test on (3) units
- ✓(9) Engine Service on (3) units
- ✓(9) LoadBank - 2 Hours on (3) units

Terms & Conditions

This proposal will expire on May 15, 2025.

This agreement will be in accordance with the following terms and conditions for a period of 3 years. Coverage dates are 06/01/2025 to 05/31/2028. In consideration of the agreements herein contained:

- Customer agrees to:** Remit Amount of \$6,594 for the first year of Planned Maintenance. Any optional Planned Maintenance service that the customer chooses to accept will be invoiced, in addition to the original Planned Maintenance fee, at the time the service is provided. Customer agrees to make payment upon receipt of invoice.
- CPS agrees to:** Perform Preventative Maintenance inspections and optional Preventative Maintenance items agreed to in this proposal. Work is to be performed during regular business hours 8:00 AM – 5:00 PM Monday through Friday.
Customer will receive a copy of the 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.
- 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 \$750 without customer authorization, and shall be

RDLAB0

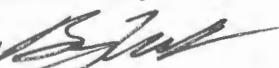


documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization.

4. **Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed \$0 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.
5. **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.
6. **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).
7. **Renewal:** Renewal of this agreement will require a Customer Contract.
8. **Cancellation:** This agreement may be cancelled by either party with a 60 day written notification.
9. **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.
10. **Limit 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.

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

By  Date 04/30/202
Clifford Power Systems-Representative

By  Date 5/13/25
Customer-Representative
BURNET CO. JUDGE

RDLABO

With the below response received from the vendor, are you okay to proceed? Or would you prefer to see some official terminology mentioning the budget year?

The contract can be terminated with 60 days' notice. I think this should be sufficient but if it needs to be adjusted let me know I can tweak it if you deem fit.

The schedule for all 4 generators is to perform an L1 Inspection on all 4 units as soon as the agreement is confirmed and then 6 months later, we would perform an L2 Engine Service which includes an L1 Inspection and the 2 Hours Load Bank. This schedule will be replicated in the following years if y'all elect to continue the agreement.

Year 1

May/June : 4 x L1 Inspections

Nov/Dec: 4 x L1 Inspections 4 x Engine Service 4 x 2 Hours LoadBank

Year 2

May/June : 4 x L1 Inspections

Nov/Dec: 4 x L1 Inspections 4 x Engine Service 4 x 2 Hours LoadBank

Year 3

May/June : 4 x L1 Inspections

Nov/Dec: 4 x L1 Inspections 4 x Engine Service 4 x 2 Hours LoadBank

Megan

On Thu, Apr 17, 2025 at 12:02 PM Eddie Arredondo <earredondo@burnetcountytexas.org> wrote:

[Quoted text hidden]

 **Clifford Power (1) (1).pdf**
253K

Eddie Arredondo <earredondo@burnetcountytexas.org>
To: Megan Schumann <mschumann@burnetcountytexas.org>

Mon, Apr 28, 2025 at 1:33 PM

Ms. Schumann,

I am in agreement that a 60 day out clause will take care of the issue about non-appropriation. I don't have any other giant issues but I want to point something out. I believe this company is going to invoice us at the start of the contract. We will pay \$9,000 plus up front. Yet, only half of service will be given at a time with approximately 6 months in between calls. We could require payment of half in the June/July time and half at the Nov/Dec. time instead of paying everything upfront. That is something for you to consider.

[Quoted text hidden]

512-686-0866 x866

Generator: Sales, Service, Rental, Parts

From: Richard Gumbert <rgumbert@burnetcountytexas.org>**Sent:** Wednesday, April 30, 2025 1:28 PM**To:** Patrick Ryan <pryan@cliffordpower.com>**Subject:** Re: Burnet County Proposal**CAUTION: EXTERNAL EMAIL**

Patrick, we have a contract for the Jail Generator that is good through 2026. Please resubmit this quote excluding the Jail.

Richard Gumbert

Burnet County Maintenance Supervisor

Office Ph 512-715-5215

Cell Ph 512-755-9603



On Mon, Apr 28, 2025 at 1:14 PM Patrick Ryan <pryan@cliffordpower.com> wrote:

[Quoted text hidden]

Burnet_County_Richard_Gumbert_Semi_Annual 04.30.25.pdf
413K

Megan Schumann <mschumann@burnetcountytexas.org>

Wed, Apr 30, 2025 at 3:34 PM

To: Patrick Ryan <pryan@cliffordpower.com>

Perfect thank you! Sorry for all the back and forth. I noticed that it still mentions the upfront payment in full for the first year. did you want to get the official vebiage added in for the payment upon invoice? Or are you okay with the email being the understanding of that.

Thank you,

Megan Schumann

[Quoted text hidden]

Patrick Ryan <pryan@cliffordpower.com>

Wed, Apr 30, 2025 at 4:02 PM

To: Megan Schumann <mschumann@burnetcountytexas.org>

My apologies I am rather new so still fine tuning my skills. I will review the billing with my boss. I am pretty sure I can adjust it and thought I already had but it looks like something I need to ask about and manually edit.



Patrick Ryan

Service Sales Representative

WEBSITE V-CARD CALL

512-686-0866 x866

Generator: Sales, Service, Rental, Parts

From: Megan Schumann <mschumann@burnetcountytexas.org>

Sent: Wednesday, April 30, 2025 3:34 PM

To: Patrick Ryan <pryan@cliffordpower.com>

[Quoted text hidden]

[Quoted text hidden]

Patrick Ryan <pryan@cliffordpower.com>

Wed, Apr 30, 2025 at 4:17 PM

To: Megan Schumann <mschumann@burnetcountytexas.org>

Hello Megan,

This is the section I believe you are referring to...

"Customer agrees to: Remit Amount of \$6,594 for the first year of Planned Maintenance. Any optional Planned Maintenance service that the customer chooses to accept will be invoiced, in addition to the original Planned Maintenance fee, at the time the service is provided. Customer agrees to make payment upon receipt of invoice."

This is just stating that the first year of planned maintenance will cost this much and the county agrees to it. You will be invoiced per visit.

So, yes, like you said, our email is the agreement of billing frequency and I have selected this option in our system.

I hope this clears it up for us haha!

Thanks,

Patrick