

F2023184 Lonnell E. Cooper Community Justice Center Camera Replacement

Line #	Description	ADT Commercial LLC Boca Raton, FL HUB - No		EMC Integrated Systems Group Grapevine, TX HUB - Yes		ABLE Communications, Inc. Grand Prairie, TX HUB - Yes	
		Total Price	Extended	Total Price	Extended	Total Price	Extended
	BASE BID						
1.1	Materials	\$ 108,527.03		\$ 120,524.00		\$ 69,819.80	
1.2	Services	\$ 5,850.00		\$ 8,128.00		\$ 79,118.70	
1.3	Required Bond(s)	\$ 570.00		\$ 2,974.00		\$ 3,234.00	
	Base TOTAL		\$ 114,947.03		\$ 131,626.00		\$ 152,172.50
	Earliest Start Date		October 2, 2023		September 25, 2023		September 12, 2023
	Total Calendar Days to Complete		5 Days		21 Days		30 Days
	ALTERNATE PROPOSAL 1 - AFTER HOURS						
2.1	Alternate Proposal 1: Price	\$ -		\$ 4,065.00		\$ 16,098.00	
2.2	Additional Bond Costs	\$ -		\$ 65.00		\$ 241.47	
	Alternate Proposal 1 TOTAL		No Additional Cost		\$ 4,130.00		\$ 16,339.47
	Alternate Proposal 1 Additional Days to Complete		No Additional Days		No Additional Days		No Additional Days
	ALTERNATE PROPOSAL 2 - TEN (10) ADDITIONAL LICENSES						
3.1	Alternate Proposal 2: Price	\$ 1,427.90		\$ 2,359.00		\$ 2,857.14	
	Alternate Proposal 2 TOTAL		\$ 1,427.90		\$ 2,359.00		\$ 2,857.14

F2023184 Lonnell E. Cooper Community Justice Center Camera Replacement

Line #	Description	Patriot Alarms Fort Worth, TX HUB - Yes		DIGI Security Systems Dallas, TX HUB - Yes	
		Total Price	Extended	Total Price	Extended
1.1	Materials	\$ 141,251.00		\$ 93,030.00	
1.2	Services	\$ 41,720.00		\$ 24,780.00	
1.3	Required Bond(s)	\$ 6,000.00		\$ 1,190.00	
	Base TOTAL		\$ 188,971.00		\$ 119,000.00
	Earliest Start Date	October 9, 2023		September 25, 2023	
	Total Calendar Days to Complete	50 Days		15 Days	
	ALTERNATE PROPOSAL 1 - AFTER HOURS				
2.1	Alternate Proposal 1: Price	\$ 18,985.00		\$ 121,770.00	
2.2	Additional Bond Costs	\$ 1,000.00		\$ 1,230.00	
	Alternate Proposal 1 TOTAL		\$ 19,985.00		\$ 123,000.00
	Alternate Proposal 1 Additional Days to Complete	No Additional Days		No Additional Days	
	ALTERNATE PROPOSAL 2 - TEN (10) ADDITIONAL LICENSES				
3.1	Alternate Proposal 2: Price	\$ 1,750.00		\$ 1,930.00	
	Alternate Proposal 2 TOTAL		\$ 1,750.00		\$ 1,930.00

Notes:

*Zomark Construction, LLC, Endur Contractors, Capital Filtrations, Inc. and CSI Leasing, Inc., no bid.



This Agreement is by and between Tarrant County, Texas (the “Owner”), and ADT Commercial, LLC (the “Contractor”). In consideration of the mutual promises and agreements contained herein, the Owner and Contractor agree as follows:

1. The Contractor will perform the work required by and described in the Contract Documents listed in Section 8 below of the Agreement, generally titled “Lonnell E. Cooper Community Justice Center Camera Replacement” (the “Project”). The Contractor will complete the Project no later than five (5) calendar days after the agreed upon start date.
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances, equipment, and materials necessary for the completion of the Project in accordance with the drawings and specifications prepared by Hahnfeld Hoffer Stanford and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. The Contractor hereby agrees and binds itself to commence work within ten (10) days after “Notice to Proceed” issued by Tarrant County.
4. **Total Contract Price:** The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of one hundred sixteen thousand three hundred seventy-four dollars and ninety-three cents (\$116,374.93). The Total Contract Price consists of the following components:

Materials	\$ 108,527.03
Services	\$ 5,850.00
Required Bonds	\$ 570.00
Sub-Total	\$ 114,947.03
Alternate No. 1 (after hours)	No Additional Cost
Alternate No, 2 (add licenses)	\$ 1,427.90
Total Contract Price	\$ 116,374.93

5. Based upon applications for payment submitted to Tarrant County Facilities Management by Contractor, the Owner will make progress payments on account of the Total Contract Price to the Contractor as follows:

There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.

6. **TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS**

IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.

7. **Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
8. The Contract Documents consist of the following:
- This Agreement
 - Invitation for Bid F2023184 Volume I Bidding Documents
 - Invitation for Bid F2023184 Volume II Technical Specifications
 - Hahnfeld Hoffer Stanford Document Drawings
 - ADT Commercial, LLC response to Bid F2023184
 - Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

COUNTY OF TARRANT
OWNER

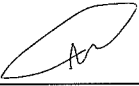
ADT COMMERCIAL, LLC
CONTRACTOR

(SIGNATURE)

BY: Tim O'Hare

TITLE: County Judge

Date: _____



(SIGNATURE)

BY: Kwame Williams

TITLE: Regional VP

Date: 9/6/23

*Approved as to Form:

Certification of Funds Available
in the Amount of \$116,374.93

Kimberly Colliot Wesley
Criminal District Attorney's Office

Kimberly Buchanan
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

September 1, 2023

Sarah VanTassel
Tarrant County Purchasing - Buyer
100 East Weatherford Street, Suite 303
Fort Worth, TX 76196

**SUBJECT: F2023184 - LONNELL E. COOPER COMMUNITY JUSTICE CENTER
CAMERA REPLACEMENT PROJECT**

Sarah,

Following the bid and scope review meeting between Tarrant County and ADT Commercial held on August 28, 2023, and based on information provided by Tarrant County to Salas O'Brien regarding contractor qualifications, Salas O'Brien agrees that ADT Commercial is qualified to perform the work as specified for this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Lavin'.

Rick Lavin
Senior Consultant
1.469.726.4279 (d)
rick.lavin@salasobrien.com

Idibri has merged with Salas O'Brien



Engineered for Impact™

**STATUTORY PAYMENT BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, ADT Commercial LLC
(hereinafter call the "Principal"), as Principal, and Federal Insurance Company

a corporation organized and existing under the laws of the State of Indiana, with its principal
office in the City of Whitehouse Station, NJ (hereinafter called the "Surety"), as
Surety, are held and firmly bound unto Tarrant County, Texas

(hereinafter called the "Obligee"), in the amount of
One Hundred Sixteen Thousand Three Hundred Seventy Four and 93/100 Dollars (\$ 116,374.93) for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
24th day of August, 2023, to
Project No. F2023184 - Lonnell E. Cooper Community Justice Center Camera Replacement

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at
length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

_____ 1st day of _____ September _____, 20 23 _____

WITNESS

_____ (Seal)

_____ (Seal)

(If Individual or Firm)

ATTEST:


ADT Commercial LLC _____ (Seal)

(Principal) _____ (Seal)

(If Corporation)

Federal Insurance Company _____ (Seal)

(Surety)


Glenn Ryan C. Tapawan, Witness

by _____ (Seal)
Michelle Anne McMahon, Attorney-in-Fact

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ 1st _____ day of September, 2023.

WITNESS

(Seal)

(Seal)


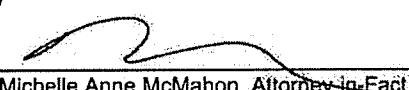
(If Individual or Firm)

ATTEST: ADT Commercial LLC _____ (Seal)

(Principal) _____ (Seal)

(If Corporation)

Federal Insurance Company _____ (Seal)
(Surety)

 _____ by  _____ (Seal)
Glenn Ryan C. Tapawan, Witness Michelle Anne McMahon, Attorney in Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jonathan Gleason, Jennifer Godere, Richard Hackner, Rebecca M. Josephson, Michelle Anne McMahon, Nicholas Miller, Doritza Mojica, Sarah Murtha, Kathryn Pryor, Robyn Salley, Joshua Sanford, Gentry Stewart and Connor Wolpert of Hartford, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of August 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 17th day of August, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 1, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3393 Fax (908) 903-3656 e-mail: surety@chubb.com

***Have a complaint or need help?
Tiene una queja o necesita ayuda?***

IMPORTANT NOTICE

If you have a problem with a claim or your premiums, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with CHUBB:

Call Toll-free: **1-800-36-CHUBB**

Mail: Eastern Claim Service Center

600 Independence Parkway

Chesapeake, VA 23320

Attn: Surety Support

Phone: 800-252-4670

Fax: 800-664-5358

Email: ecsc.claims@chubb.com

To get help with an insurance question or file a complaint with the state:

The Texas Department of Insurance

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

Mail: MC-111-1A, P.O. Box 149091

Austin, TX 78714-9091

AVISO IMPORTANTE

Si tiene un problema con un reclamo o las primas, llame primero a la empresa de seguros. Si no puede resolver el problema, el Departamento de Seguros del estado de Tejas puede ayudar.

Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

Llame al: **1-800-36-CHUBB**

Correo: Eastern Claim Service Center

600 Independence Parkway

Chesapeake, VA 23320

Attn: Surety Support

Telefono: 800-252-4670

Fax: 800-664-5358

Correo electronico: ecsc.claims@chubb.com

Para ayuda con una pregunta de seguros o registrar una queja con el estado:

El Departamento de Seguros del Estado de Tejas

Preguntas: 1-800-252-3439

Quejas: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Correo: MC-111-1A, P.O. Box 149091

Austin, TX 78714-9091