



6913 Camp Bowie Blvd. #181 Fort Worth, TX 76116
Office: 817-222-1283 Fax: 817-759-2483
SCR-1167 ACR-3462 ECR-2007

Account: Johnson County Jail
Contact: Ed Long
Address: same
City/St./Zip: same

Property: 1800 Ridgemar Dr. Cleburne, Texas 76031
Phone: 817-357-9476
Fax: 817-645-2681
Email: n/a

Service Proposal –The following quote includes labor and materials for the scope of the work to be completed. All labor is figured on normal working hours (M-F 7:00am – 3:30pm).

Scope of Work- Fire Alarm Service:

Remove existing Silent Knight and Farady fire alarm panels. Replace all existing fire alarm devices with Notifier pull stations, smoke detectors, relays, monitor modules, control modules and heat detectors. In the event that we are able to identify any faulty wiring we will re run new wire.

Above scope will include tying all fire alarm devices back to the existing Notifier 640 fire alarm panel. This will make the entire campus one system instead of three. In each control room located in C-1 and C-2 we will place remote annunciators that will provide full control of the fire alarm system at those stations.

- Removal of existing Silent Knight panel in C1.
- Removal of existing Faraday panel and devices in C2.
- Install (2) remote annunciators.
- Install (15) pull stations.
- Install (340) photo smoke detectors and bases.
- Install (8) heat detectors
- Install (16) Control modules
- Install (50) monitor modules.
- Use of existing wiring.
- Plan & permit
- Includes design of C-1 and C-2 since no CAD drawings are available.

Exclusions: new fire alarm panel, notification devices, power supplies, bonds.

Warranty: One year on labor and parts installed. Warranty excludes vandalism, acts of God, audio visuals and Notifier fire alarm panel.

Note: In the event existing fire alarm panel, notification devices or power supplies are faulty this proposal will not include replacement of those devices. These devices are currently working properly.

Bonds: Since this proposal falls under the \$100,000.000 amount no Bid bond or Performance bond should be required. Due to the amount of this proposal and RFP requirements a performance bond (section 262.032) and a payment bond (section 2253.021) may be required. If so the investment for these bonds are as follows and is not included in below investment.:

Bid Bond: \$275.00

Performance Bond: \$3,940.00

Payment Bond: \$3,940.00

Lead Time: Lead time from date of approval will be 90 days.

COST SUMMARY:

o Fire Alarm	\$ 98,560.00
Tax	\$ exempt
Total	\$98,560.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements herein are contingent upon accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance. Note: This proposal may be withdrawn by Ideal Fire and Security, LLC if not accepted within 30 days of date of proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing and dating below, I hereby authorized Ideal Fire and Security, LLC to do the work as specified. Payment will be made as outlined above.

Building / Owner's Representative:

Signature: Don Beeson

Print: Don Beeson
Commissioner, Precinct # 4

Date of Acceptance: 8/11/14

Ideal Representative:

Signature: Dale Washington

Print: Dale Washington

Date of Proposal: 07/18/2014

CORRECTIONS CENTER FIRE ALARM UPGRADE PROPOSAL SHEET

TOTAL COST INCLUDING DESIGN, EQUIPMENT, MATERIAL, INSTALLATION, REMOVAL, TESTING, LEAD TIME AND WARRANTY.

\$ 98,560.00 (excludes bond charges if applicable)

Any comments, additions, and/or exclusions shall be provided on separate page(s).

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other vendor, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this PROPOSAL. And further, that the manager, secretary or other agent or officer signing this PROPOSAL is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

NAME OF BUSINESS: Ideal Fire and Security

ADDRESS: 6913 Camp Bowie Blvd. #181

CITY/STATE/ZIP: Fort Worth, Texas 76116

OFFICE PHONE: (817) 222-1283 FAX PHONE: (817) 447-1058

CELL PHONE: (817) 559-6041 EMAIL: dWASHINGTON@idealpartnerstx.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Dale Washington

AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is entered into by JOHNSON COUNTY and IDEAL Fire Security,
(Vendor)

(Hereinafter referred to as Vendor).

In consideration for the mutual promises contained herein and other goods and valuable consideration, and in conjunction with **Proposal for Correction Center Fire Alarm Upgrade for Johnson County** the receipt of which is hereby acknowledged, the parties agree as follows:

COMPENSATION

Vendor shall be entitled to such compensation as specifically authorized by JOHNSON COUNTY in writing, which may be in the form of a contract, purchase order, work authorization or other written document. There shall be no increase in the compensation unless authorized by JOHNSON COUNTY in writing.

WARRANTIES

Vendor shall perform all work with due diligence, in a good and workmanlike Manner and in accordance with specifications provided by JOHNSON COUNTY or in the absence of such specifications, generally accepted professional standards, and, where applicable, standards imposed by law for comparable or similar services. Vendor warrants that the goods delivered under this Agreement will conform to the specifications provided by JOHNSON COUNTY, if any, and that the goods will be merchantable, of good workmanship and material, free from defect and fit for their intended purpose. Except as otherwise specifically agreed, Vendor shall provide all labor and skills, and all equipment, machinery, materials, and supplies necessary for the performance of such work.

VENDOR

In performing services or furnishing goods under this Agreement Vendor shall not make any commitment or incur any charge or expense in the name of JOHNSON COUNTY; Vendor expressly agrees, acknowledges and stipulates that neither this Agreement nor the performance of its obligations or duties hereunder shall ever result in Vendor, or anyone employed by being:

- 1) An employee or representative of JOHNSON COUNTY; or
- 2) Entitled to any benefits from JOHNSON COUNTY, including, without limitation, pension, profit sharing or accident insurance or health, medical, life or disability insurance benefits or coverage, to which employees of JOHNSON COUNTY may be entitled. JOHNSON COUNTY shall have no direction or control of Vendor or its employees and agents except in the results to be obtained. The actual performance and superintendence of all work shall be by Vendor, but such work shall meet the approval of JOHNSON COUNTY.

INSURANCE

Independent Vendor shall at all times during the term of this Agreement at Independent Vendor's sole expense carry such insurance as may be reasonably requested by JOHNSON COUNTY, including but without limitation, the following types and limits:

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$1,000,000.00 each accident Combined Single Liability
 - \$1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Independent Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

Any sub-vendors of the undersigned Independent vendor shall be required to maintain comparable insurance with the same coverage limits. JOHNSON COUNTY shall be named as an additional insured on all policies where available and Certificates of such insurance shall be furnished by Independent Vendor and any sub-vendors where application to JOHNSON COUNTY. The types of coverage or limits may be modified only by written agreement between JOHNSON COUNTY and Independent Vendor.

INDEMNITY

Vendor shall protect, defend, indemnify and hold harmless JOHNSON COUNTY and its representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action asserted by any party (including, but not limited to, employees of Vendor) that arise out of Vendor's negligent acts or omissions or willful misconduct and result in personal injury (including bodily injury), illness, death or property loss or damage or any civil fines or penalties imposed by any governmental agency, officer, or court of law.

WAIVER OF SUBROGATION

Vendor hereby waives any and all rights to recover against JOHNSON COUNTY (including JOHNSON COUNTY'S representatives, County Commissioners, officers, partners, employees, agents, customers, and invitees) for any loss or damage arising from any cause covered by any insurance required to be carried by Vendor pursuant to this Agreement or any other insurance actually carried by Vendor. Vendor shall cause its insurer to issue appropriate Waiver of Subrogation endorsements to all policies of insurance carried in connection with this Agreement.

VENUE

This Agreement is to be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in JOHNSON COUNTY, Texas.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the parties sole agreement and supersedes any prior understandings or written or oral agreements between parties with respect to insurance or indemnification.

AMENDMENT

No amendment, modification or alteration of this Agreement is binding unless in writing dated subsequent to the date of this Agreement and duly executed by all parties hereto.

TERM

This Agreement shall be in effect as of the latter signature date hereof and shall continue in full force and effect until Vendor no longer does business with Johnson County. The provisions of this Agreement concerning warranties, insurance, and confidentiality shall survive the term of this Agreement. Either party may cancel this Agreement by providing written notice to the other party thirty (30) days prior to cancellation.

CONFIDENTIALITY

Independent Vendor shall treat as confidential and shall not, without JOHNSON COUNTY'S prior written consent, divulge to any third-party or, except to the extent necessary for performance hereunder, make any use of any of JOHNSON COUNTY'S proprietary technical information which is disclosed or made available to Independent Vendor by or on behalf of JOHNSON COUNTY.

GENERAL PROVISIONS

No waiver by either party of any one or more defaults by the other party in the performance of this Agreement or any contract hereunder shall operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or different character.

It is intended that if any provision of this Agreement is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Agreement shall be deemed valid, binding and still enforceable.

In the event that either party commits any material breach of this Agreement including, without limitation, any breach of any indemnification obligation, in addition to any other remedy that the aggrieved party may have, at law or in equity, it shall be entitled to recover all costs, including court cost and attorney's fees, incurred in any proceeding wherein the aggrieved party seeks redress for such breach.

This Agreement and any contract hereunder shall not be considered exclusive contracts. JOHNSON COUNTY shall have the right to hire others to perform the same or similar work.

This Agreement is executed on behalf of Johnson County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This Agreement is executed on behalf of Vendor by its authorized official, agent, or officer and has the authority necessary to execute this Agreement and further certifies that any resolution necessary to create such authority has been duly passed and is now in full force and effect.

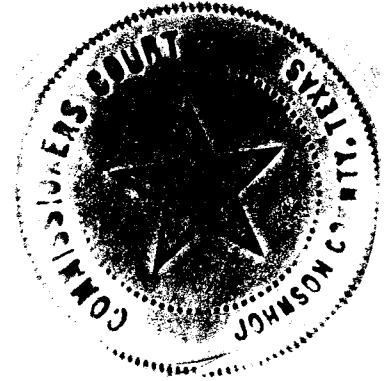
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below:

JOHNSON COUNTY

BY *[Signature]*
~~Roger Harmon, County Judge~~
Dor Beeson, Commissioner, Precinct # 4
ATTEST:

Date: 8/11/14

Becky Williams
Becky Williams, County Clerk



VENDOR

Ideal Fire and Security
COMPANY

BY *[Signature]*

Date: 07/25/2014

Dale Washington
Printed Name

Account Manager
Title

STATE OF TEXAS §

JOHNSON COUNTY §

This instrument was acknowledged before me on the 11th day of August, 2014,
by Commissioner Dor Beeson, on behalf of Johnson County, Texas.

Alison L. Hitchcock
Notary Public, State of Texas

