



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 7

DATE: 1/14/2025

**SUBJECT: BID NO. 2023-074 - ANNUAL CONTRACT FOR ELECTRICAL SERVICES
- PRECINCT 1 - CABLE ELECTRIC INC.**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment bond for Bid No. 2023-074, Annual Contract for Electrical Services, for Precinct 1, from Cable Electric Inc. for \$43,005.56.

BACKGROUND

On March 7, 2023, the Commissioners Court, through Court Order #140435, awarded Bid No. 2023 074, Annual Contract for Electrical Services, for Facilities Management, to the following vendors:

Primary	Cable Electric Inc. Dennis Services LLC Fort Worth Electric, LP Lone Star Electric
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On December 19, 2023, the Commissioners Court, through Court Order #142343, approved the first renewal option.

The proposal received from Cable Electric Inc. meets all specifications and is acceptable to Precinct 1. Cable Electric Inc. will provide all labor and materials for the installation and programming of the Light Cloud building automation system.

A payment bond is part of the requirement for the contractor to begin work. The bond is required solely for the protection of all claimants supplying labor or furnishing materials used on this project.

FISCAL IMPACT

Funding in the amount of \$43,005.56 is available in account 26100-2025 Road and Bridge/61102000000 Precinct 1 Garage/532011 Building Maintenance.

SUBMITTED BY	Purchasing	PREPARED BY:	Allan Tucker
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



3716 Rufe Snow Dr
North Richland Hills, Texas
817-595-1055

TECL #19202

PROPOSAL

To: Commissioner Roy Charles Brooks
Precinct 1 Tarrant County

Attn: Jimmy Gaskill

Re: Light Cloud System
800 E Rendon Crowley Rd.
Burleson, Tx 76028

Date: 11-4-2024

Our proposal and cost estimation is for the following scope of work.

1. Light Cloud Overview

Light Cloud is a powerful, flexible, and simple lighting control system designed for wireless management of lighting without the need for a gateway or hub. It's as easy as downloading the Light Cloud app, connecting your enabled products, and quickly configuring them.

2. Removal of Old Lighting Control Panel

The old lighting control panel will be removed, as they are no longer necessary with the new Light Cloud system.

- All existing devices, including switches, relays, and power packs, will be removed.
- All devices will receive a constant hot feed.
- Some rewiring will be required in each room to accommodate the new system.
- New wireless ceiling sensors (RAB PIR40/LCB) will be installed throughout the building.
- New RAB (XDIM/LCB) wireless dimmer switches will also be installed in the building.
- Programming will be done by RAB & Cable.

3. Additional Information

Please refer to the brochure for further details. A presentation with RAB can be scheduled at your earliest convenience to answer any questions customers might have.

Add Ons

Bond Fees:\$419.00

Administration fee:\$150.00

Our Estimate to Furnish Labor & Materials for the Sum of: 43,005.56
Tax Exempt

Exclusions:

1. Permits
2. Low Voltage, Telephone, and/or Cabling/Wiring Systems
3. Utility Costs & Fees
4. Supply/Install Access Panels
5. Premium Labor Cost/Weekends
6. Painting
7. Landscaping repair, Sprinkler repair
8. Brick/mortar repair
9. Energy Code Compliance
10. Additional items requested by City Inspectors
11. Additional Circuitry
12. Moving of Equipment/Furniture
13. Items not Discussed within this Proposal
14. Sheetrock patching/repair, etc.

Payment to be made as follows: 100% upon completion.
The scope of work on any future contract(s) shall be controlled by this document.

Cable Electric Inc. will bill for percentage of work completed at a fair price should work be stopped for any reason and unable to continue.

Invoices not paid within terms are subject to a 5% monthly service charge.

Proposal Authorization By:

Christian Loza

Christian Loza
Cable Electric, Inc.

Note: This proposal may be withdrawn if not
Accepted within 30 days.

ACCEPTANCE OF PROPOSAL:

The above prices and conditions are satisfactory and hereby accepted. The following signature authorizes the work to be done as stated. Payment is agreed to and will be made as outlined above.

Signature

Date

Note: This proposal may be withdrawn if not accepted within 30 days or in the event that raw materials associated with our work escalates by more than five percent. Our cost may be subject to a change order for price escalations beyond our control due to the risks including acts of God, war, strikes, market pressure, material, labor shortages and similar causes.

Thank you for considering our company for this project! Our Texas Electrical Contractors License Number is TECL # 19202. Regulated By The Texas Department Of Licensing And Regulations, P.O. Box 12157 Austin, Texas 78711. The Phone Numbers Are (Toll Free) 1.800.803.9202 And 512.463.6599. TDRL Website is www.tdlr.texas.gov. All work will be completed in a workmanlike manner according to standard practices. Any alteration will become an extra charge. Our workers are covered by Workmen's Compensation Insurance.

MERCHANTS
BONDING COMPANY

Merchants Bonding Company P.O. Box 14498, Des Moines, Iowa 50306-3498
Phone: (800) 678-8171 Fax: (515) 243-3854

PAYMENT BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER
2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED**

(McGregor Act-Public Works)
(Penalty of this bond must be 100% of Contract amount)

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101226382

That, **Cable Electric, Inc.** (hereinafter called the Principal), as Principal, and **Merchants Bonding Company (Mutual)**, a corporation organized and existing under the laws of the State of **Iowa**, (hereinafter called the Surety), as Surety, are held and firmly bound unto **Tarrant County** (hereinafter called the Obligee) in the amount of **Forty-three Thousand Five & 56/100 Dollars (\$43,005.56)**, for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

4th WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the day of DECEMBER, 2024, for **Light Cloud System - Tarrant County Precinct 1**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the 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 as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 3rd day of December, 2024.

Cable Electric, Inc.

Witness (if Individual or Firm) of Attest (if Corporation)

BENJAMIN LANGER

By:

[Signature]

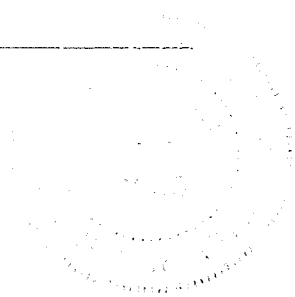
(Seal)

Merchants Bonding Company (Mutual)

By:

[Signature]
Felix Navejar, Attorney-in-Fact

(Seal)



Principal: Cable Electric, Inc.
Obligee: Tarrant County
Project: Light Cloud System - Tarrant County Precinct 1

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Clem F Lesch; Eric Lesch; Felix Navejar; Melissa Lesch

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

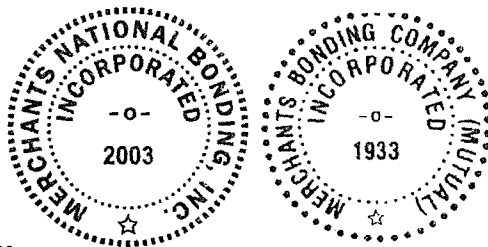
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner- Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

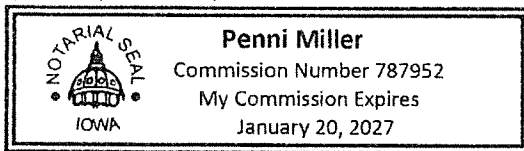


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

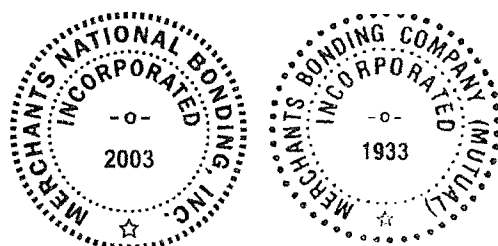


Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of DECEMBER, 2024.



Elisabeth Sandersfeld
Secretary

POA 0018 (6/24)



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. 2023-074 - Annual Contract for Electrical Services – Precinct 1 - Cable Electric, Inc.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No ✓

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.
