

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS AND DANA SAFETY AND SUPPLY FOR THE UPFITTING AND DECOMMISSIONING OF ADDISON POLICE PATROL VEHICLES IN THE AMOUNT OF \$318,310.67 AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. An agreement between the town of Addison, Texas and DANA Safety and Supply for the upfitting and decommissioning of Addison police patrol vehicles in the amount of \$318,310.67 a copy of which is attached to this Resolution as Exhibit A, is hereby approved.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 14th day of January 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT "A"

CONTRACT
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this ___th day of January, 2020, by and between the Town of Addison, of the County of Dallas and State of Texas, a Municipal Corporation, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and DANA Safety Supply of the City of Saginaw, County of Tarrant, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete the services of your response to our Bid:

Police Vehicle Upfitting Bid#20-10

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said service, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Bid and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The OWNER agrees to pay the CONTRACTOR \$318,310.67 in current funds for the performance of the Contract in accordance with the Bid submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____
Wesley S. Pierson, City Manager

City Secretary

Date: _____

TOWN OF ADDISON ATTEST: (OWNER)

By

:

Wesley S. Pierson, City Manager City Secretary

Date: _____

Dana Safety Supply
(Contractor)

By: 

Printed Name: Geoffrey Degioanni

Title: General Manager

Date: 1/8/2020

ATTEST:

By: 

Printed Name: Aaron Joshim

Title: Install Manager

Date: 1/8/2020

The following to be executed if the CONTRACTOR is a corporation:

I, , certify that I am the secretary of the corporation named as CONTRACTOR herein; that , who signed this Contract on behalf of the CONTRACTOR is the of said corporation; that said (official title) Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed

A handwritten signature in black ink, consisting of a vertical line on the left, a circular flourish, and a long horizontal line extending to the right.

Corporate Seal