



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145348  
PAGE 1 OF 11  
DATE: 6/3/2025

**SUBJECT: BID NO. F2025117 - J.D. JOHNSON NORTHWEST SUBCOURTHOUSE  
EXTERIOR CLEANING AND SEALING - FACILITIES MANAGEMENT -  
ALMAN CONSTRUCTION SERVICES, LP**

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court award Bid No. F2025117, J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing, for Facilities Management, to Alman Construction Services, LP, for \$77,600.00, approve contract and accept bond.

**BACKGROUND**

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred sixty-six (766) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on April 14, 2025 was attended by nine (9) vendors as well as representatives from Facilities Management and Purchasing. Six (6) bids and six (6) no-bids were received.

The low bid received from Alman Construction Services, LP meets all specifications and is acceptable to Facilities Management.

This contract is for preservation of the J.D. Johnson Northwest Subcourthouse, which includes cleaning the exterior masonry, repointing damaged or deteriorated masonry mortar joints, and applying a clear, penetrating, water repellent.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2025117, J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing, be awarded to Alman Construction Services, LP for \$77,600.00.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

**FISCAL IMPACT**

Funding in the amount of \$77,600.00 is available in account 45100-2025 Non-Debt Capital/3110226000 NW Subcourthouse/569011 Professional Services.

SUBMITTED BY	Purchasing	PREPARED BY:	Gwen Peterson, C.P.M., A.P.P.
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

Bid No. F2025117 J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing

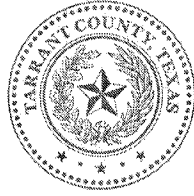
**Award**

		<b>Alman Construction Services LP Dallas, TX HUB - Yes</b>		<b>Frontier Waterproofing, Inc. Denton, TX HUB - No</b>	
		<b>Total Price</b>	<b>\$77,600.00</b>	<b>Total Price</b>	<b>\$129,472.00</b>
<b>Line #</b>	<b>Description</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>
1.2	Total Bid Price for Materials	\$24,000.00		\$56,930.00	
1.3	Total Bid Price for Services	\$51,600.00		\$70,765.00	
1.4	Total Bid Price for Required Payment and Performance Bonds	\$2,000.00		\$1,777.00	
<b>Earliest Start Date</b>		<b>6/2/2025</b>		<b>5/12/2025</b>	
<b>Total Calendar Days to Complete</b>		<b>120</b>		<b>45</b>	

		<b>JM Construction Solutions (JM Management LLC) Dallas, TX HUB - No</b>		<b>Cowboys Roofing Bedford, TX HUB - Yes</b>	
		<b>Total Price</b>	<b>\$169,498.00</b>	<b>Total Price</b>	<b>\$193,400.00</b>
<b>Line #</b>	<b>Description</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>
1.2	Total Bid Price for Materials	\$44,500.00		\$52,000.00	
1.3	Total Bid Price for Services	\$121,423.00		\$44,700.00	
1.4	Total Bid Price for Required Payment and Performance Bonds	\$3,575.00		\$96,700.00	
<b>Earliest Start Date</b>		<b>5/19/2025</b>		<b>5/19/2025</b>	
<b>Total Calendar Days to Complete</b>		<b>60</b>		<b>30</b>	

		<b>J. Reynolds &amp; Co., A Tecta America Company Saginaw, TX HUB - No</b>		<b>Prestige Building Group Houston, TX HUB - Yes</b>	
		<b>Total Price</b>	<b>\$235,114.00</b>	<b>Total Price</b>	<b>\$272,950.00</b>
<b>Line #</b>	<b>Description</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>
1.2	Total Bid Price for Materials	\$92,434.00		\$105,000.00	
1.3	Total Bid Price for Services	\$135,832.00		\$160,000.00	
1.4	Total Bid Price for Required Payment and Performance Bonds	\$6,848.00		\$7,950.00	
<b>Earliest Start Date</b>		<b>6/9/2025</b>		<b>5/16/2025</b>	
<b>Total Calendar Days to Complete</b>		<b>84</b>		<b>90</b>	

Notes: A no-bid response was received from Alamo Iron Works, Communication Concepts, MSC Industrial Supply, Plywood Company of Fort Worth, Inc., Reliable Plant Maintenance, Inc., and Texas Pipeline Services.



**TARRANT COUNTY**  
DEPARTMENT OF FACILITIES MANAGEMENT

May 1, 2025

Gwen Peterson C.P.M., A.P.P.  
Senior Buyer  
Tarrant County Purchasing

Subject: F2025117 – J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing  
Re: Approval of Low Bidder

Ms. Peterson,

Tarrant County Facilities Management (TCFM) has reviewed the bid and supporting documents submitted for F2025117 – J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing. We participated in the scope review meeting on May 1, 2025 with Allman Construction Services.

Based on our review of the documents submitted and the thorough scope review with Allman Construction Services, it is our belief that Allman Construction Services understands the scope of work shown in Bid F2025117 – J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing. TCFM recommends awarding Allman Construction Services for F2025117 – J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing.

Sincerely,

*Joshua B. Palmer*

Joshua B. Palmer  
Operations Manager  
Tarrant County Facilities Management

THE STATE OF TEXAS     § Agreement for J.D. Johnson Northwest Subcourthouse Exterior  
                                  Cleaning and Sealing  
COUNTY OF TARRANT   § F2025117

This Agreement is by and between Tarrant County, Texas (the "Owner"), and Alman Construction Services, LP (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 "J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing" (the "Project"). The Contractor will complete the Project no later than one hundred twenty (120) 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 specifications prepared by Tarrant County 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 seventy-seven thousand, six hundred dollars (\$77,600.00). The Total Contract Price consists of the following components:

Materials	\$ 24,000.00
Services	\$ 51,600.00
Required Bonds	\$ 2,000.00
<b>Total Contract Price</b>	<b>\$ 77,600.00</b>

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. Contractor acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached and marked "Attachment A."

8. The Contract Documents consist of the following:

- This Agreement
- Request for Bid F2025117 Bidding Documents
- Alman Construction Services, LP response to Bid F2025117
- 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.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

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

ALMAN CONSTRUCTION SERVICES, LP  
CONTRACTOR

Nicholas J Guzman Digitally signed by Nicholas J Guzman  
DN: C=US, E=nguzman@almanlpsc.com, O=Alman  
Construction Services, CN=Nicholas J Guzman  
Date: 2025.05.02 13:32:47-05'00'

(SIGNATURE)

BY: Nicholas J. Guzman

TITLE: President

Date: 5/2/25

**COUNTY OF TARRANT  
STATE OF TEXAS**

By: Separate Electronic Signature Page  
Tim O'Hare  
County Judge

\*APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

*\*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.*

**CERTIFICATION OF FUNDS IN THE AMOUNT OF \$77,600.00**

\_\_\_\_\_ Date: \_\_\_\_\_  
Auditor

# SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042  
(713) 812-0800

## TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.: 4482347

### KNOW ALL MEN BY THESE PRESENTS:

THAT, Alman Construction Services, LP (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Tarrant County, Texas (hereinafter called the Obligee), in the amount of Seventy Seven Thousand Six Hundred Dollars and 00/100 Dollars ( \$ 77,600.00 ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the 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 null and 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 shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Principal: Alman Construction Services, LP

By: \_\_\_\_\_



Surety: SureTec Insurance Company

By: Scott D. Chapman, Attorney-in-Fact

*The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information*

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Scott D. Chapman

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Alman Construction Services, LP

Obligee: Tarrant County, Texas

Amounts: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

SURETEC INSURANCE COMPANY

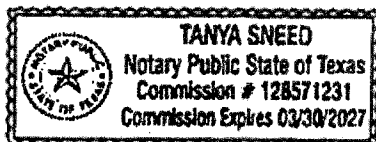
By: Michael C. Keimig  
Michael C. Keimig, President

State of Texas  
County of Harris

ss:



On this 3rd day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed  
Tanya Sneed, Notary Public  
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2025, A.D.

M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

# SureTec Insurance Company

## IMPORTANT NOTICE

### Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9500 Arboretum Blvd., Suite 400  
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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## 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. F2025117 - J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing - Facilities Management - Alman Construction Services, LP

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.

\*\*\*\*\*



COMMISSIONERS COURT  
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COURT ORDER NUMBER 145348  
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DATE: 6/3/2025

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ALMAN CONSTRUCTION SERVICES, LP**

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SUBMITTED BY	Purchasing	PREPARED BY:	Gwen Peterson, C.P.M., A.P.P.
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



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

ALMAN CONSTRUCTION SERVICES, LP  
CONTRACTOR

Nicholas J Guzman

Digitally signed by Nicholas J Guzman  
DN: c=US, e=nguzman@almanhsec.com, o=Alman  
Construction Services, CN=Nicholas J Guzman  
Date: 2025.05.02 13:32:47-0500

(SIGNATURE)

BY: Nicholas J. Guzman

TITLE: President

Date: 5/2/25

COUNTY OF TARRANT  
STATE OF TEXAS

By: Separate Electronic Signature Page  
Tim O'Hare  
County Judge

\*APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

*\*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.*

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$77,600.00

  
Auditor Date: 10-2-25

Bid No. F2025117 - J.D. Johnson Northwest Subcourthouse Exterior Cleaning and Sealing -  
Facilities Management - Alman Construction Services, LP

**SIGNED AND EXECUTED** this 3 day of June, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare  
County Judge  
6/9/2025