COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144771

PAGE 1 OF 13

DATE: 2/19/2025

SUBJECT: **BID NO. F2025052 - PURCHASE AND INSTALLATION OF RECYCLING CENTER DUST COLLECTOR - FACILITIES MANAGEMENT - DMI CORP D/B/A DECKER MECHANICAL**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2025052, Purchase and Installation of Recycling Center Dust Collector, for Facilities Management, to DMI Corp d/b/a Decker Mechanical for $206,357.00, approve contract, and accept bonds.

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. Eight hundred ten (810) 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 December 4, 2024, was attended by one (1) vendor as well as representatives from Baird, Hampton, and Brown, Facilities Management, Graphics, and Purchasing. Three (3) bids and ten (10) no-bids were received.

The low bid received from DMI Corp d/b/a Decker Mechanical meets all specifications and is acceptable to Facilities Management.

This contract is for the purchase and installation of an industrial grade dust collection system in the Recycle Center located in the Reproduction Center. The system will collect and remove dust and particulates from the air, extending the life of equipment located in the Recycle Center and it will provide a safer breathing environment for the staff.

Therefore, it is the joint recommendation of Baird, Hampton, and Brown, Facilities Management, and Purchasing that Bid No. F2025052, Purchase and Installation of Recycling Center Dust Collector, be awarded to DMI Corp d/b/a Decker Mechanical for $206,357.00.

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 $206,357.00 is available in account 45100-2025 Non-Debt Capital/3110901000 Reproduction Center/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. F2025052 Purchase and Installation of Recycling Center Dust Collector

		Award					
		DMI Corp dba Decker Mechanical Cedar Hill, TX HUB - No		Infinity Contractors Fort Worth, TX HUB - No		Endur Contractors Fort Worth, TX HUB - yes	
		Total Price	**$206,357.00**	Total Price	$354,398.00	Total Price	$432,015.00
Line #	**Description**	**Unit**	**Extended**	Unit	Extended	Unit	Extended
1.1	Materials	**$132,710.00**		$328,695.33		$136,919.00	
1.2	Services	**$69,727.00**		$16,423.67		$286,821.00	
1.3	Bonds	**$3,920.00**		$9,279.00		$8,275.00	
Earliest Start Date			**3/5/2025**		4/10/2025		5/1/2025
Total Calendar Days to Complete			**100**		105		200

Notes: A no-bid response was received from ACCO Brands USA LLC (ACCO Brands Corporation), Communication Concepts (Communicon Inc.), Construction Solution USA LLC (Construction Solution USA), DuBois Chemicals, ODP Business Solutions, Olivares Electric of El Paso, LLC, Plywood Company of Fort Worth, Inc., Ram Products, LTD, Reliable Plant Maintenance, Inc., Southwest Materials Handling Co.

THE STATE OF TEXAS § **Agreement for Purchase and Installation of Recycling Center Dust Collector**

COUNTY OF TARRANT § **Bid F2025052**

This Agreement is by and between Tarrant County, Texas (the "Owner"), and DMI Corp dba Decker Mechanical (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 "Purchase and Installation of Recylcing Center Dust Collector" (the "Project"). The Contractor will complete the Project no later than one hundred (100) 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 Baird, Hampton & Brown 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 two hundred six thousand three hundred fifty seven dollars ($206,357.00). The Total Contract Price consists of the following components:

Materials	$	132,710.00
Services	$	69,727.00
Required Bonds	$	3,920.00
Total Contract Price	**$**	**206,357.00**

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, NEGLECT 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:

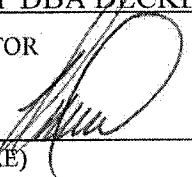
- This Agreement
- Request for Bid F2025052 Volume 1 Bidding Documents
- Request for Bid F2025052 Volume 2 Project Manual prepared by Baird, Hampton & Brown
- Request for Bid F2025052 Project Drawings prepared by Baird, Hampton & Brown
- DMI Corp dba Decker Mechanical response to Bid F2025052
- Any exhibits 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.

DMI CORP DBA DECKER MECHANICAL
CONTRACTOR



(SIGNATURE)
BY: Wade Decker
TITLE: President

Date: 1/14/2025

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

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

APPROVED AS TO FORM:

Kimberly Colliet-Wesley
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 $_____

_____ Date: _____
Auditor

BAIRD, HAMPTON & BROWN
building partners

January 14, 2025

Gwen Peterson, CPM, APP
Senior Buyer
Tarrant County Purchasing
100 E Weatherford, Suite 303
Fort Worth, Texas 76196-0104

RE: BID F2025052 RECYCLING CENTER
PURCHASE AND INSTALLATION OF DUST COLLECTOR
BHB PROJECT NUMBER 2021.010.003

Gwen,

Following the submittal of Proposals and then Scope Review meeting held with Decker Mechanical Contractors on January 14, 2025, with the discussion and confirmation of the project scope items during the meeting, I recommend that the County accept their proposal, and proceed with Decker Mechanical Contractors to accomplish the Work as stated for the project in the Contract Documents.

Sincerely:

BAIRD, HAMPTON & BROWN

Les Brown

Les Brown, PE, LEED AP
Senior Associate
Senior Mechanical Engineer

TARRANT COUNTY

DEPARTMENT OF FACILITIES MANAGEMENT

Joshua B. Palmer
Operations Manger

January 15, 2025

Gwen Peterson, CPM, APP
Senior Buyer
Tarrant County Purchasing

Subject: F2025052 – Purchase and Installation of Recycling Center Dust Collector

Re: Approval of Low Bidder

Ms. Peterson,

Tarrant County Facilities Management (TCFM) has reviewed the bid and supporting documents submitted for F2025052 – Purchase and Installation of Recycling Center Dust Collector. We participated in the scope review meeting on January 14th, 2025 with Baird, Hampton & Brown, and Decker Mechanical Contractors.

Based on our review of the documents submitted and the thorough scope review with Decker Mechanical Contractors, it is our belief that Decker Mechanical Contractors understands the scope of work shown in Bid F2025052 – Purchase and Installation of Recycling Center Dust Collector. TCFM recommends awarding Decker Mechanical Contractors for F2025052 – Purchase and Installation of Recycling Center Dust Collector.

Sincerely,

Joshua B. Palmer

Joshua B. Palmer
Operations Manager
Tarrant County Facilities Management

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PERFORMANCE 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) Bond No. 101349549

KNOW ALL PERSONS BY THESE PRESENTS:

That, DMI Corp dba Decker Mechanical (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, Texas (hereinafter called the Obligee) in the amount of Two Hundred Six Thousand Three Hundred Fifty-Seven and 00/100 Dollars ($206,357.00), 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.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, _____, for Purchase and Installation of Recylcing Center Dust Collector Bid F2025-052 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 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 as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article 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 _____ day of _____, _____.

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

Lou McLeod, Vice President

DMI Corp dba Decker Mechanical

DMI CORP.
CHARTER # 01266517
CORPORATE SEAL
STATE OF TEXAS
(Seal)

By: _____

Wade Decker, President

Merchants Bonding Company (Mutual)

Countersigned, if required:

Sophinie Hunter

(Seal)

By: _____

Mikaela Peppers, Attorney-in-Fact

Sophinie Hunter

CON 0324 TX (2/15)

MERCHANTS BONDING COMPANY
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PAYMENT BOND

STATUTORY PAYMENT 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)

Bond No. 101349549

KNOW ALL PERSONS BY THESE PRESENTS:

That, DMI Corp dba Decker Mechanical (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, Texas (hereinafter called the Obligee) in the amount of Two Hundred Six Thousand Three Hundred Fifty-Seven and 00/100 Dollars ($206,357.00), 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.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, _____, to Purchase and Installation of Recylcing Center Dust Collector Bid F2025-052 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 _____ day of _____, _____.

DMI CORP.
CHARTER # 01266517
CORPORATE SEAL
STATE OF TEXAS
(Seal)

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

Lou McLeod, Vice President

DMI Corp dba Decker Mechanical

By: _____
Wade Decker, President

Countersigned, if required:

Sophinie Hunter

Merchants Bonding Company (Mutual)

By: _____ (Seal)
Mikaela Peppers, Attorney-in-Fact

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,

Don E Cornell; Josh Saunders; Kelly A Westbrook; Mikaela Peppers; Ricardo J Reyna; Robbi Morales; Sophinie Hunter; Tina McEwan; Tonie Petranek

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 aut hority 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 NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

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 day of .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

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. F2025052 - Purchase and Installation of Recycling Center Dust Collector - Facilities Management - DMI Corp d/b/a Decker Mechanical

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.

****