



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 144960  
PAGE 1 OF 12  
DATE: 4/2/2025

**SUBJECT: BID NO. F2025005 - DOMESTIC WATER PUMP SKID UNIT  
REPLACEMENT AT TIM CURRY CRIMINAL JUSTICE CENTER -  
FACILITIES MANAGEMENT - FREER MECHANICAL CONTRACTORS,  
INC.**

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court award Bid No. F2025005, Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center, to Freer Mechanical Contractors, Inc. for \$193,263.00, 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. Four hundred twenty-eight (428) 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 October 29, 2024, was attended by two (2) vendors as well as representatives from Facilities Management and Purchasing. Three (3) bids and seven (7) no-bids were received.

The low bid received from Freer Mechanical Contractors, Inc. meets all specifications and is acceptable to Facilities Management.

The purpose of this contract is to replace the domestic water pump skid unit at the Tim Curry Criminal Justice Center. The pump skid unit provides water to all nine (9) floors of the building. Ten (10) years ago, both motors and the controller were replaced. The current motors, pumps, and drives are past their usable life and parts are no longer manufactured.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that Bid No. F2025005, Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center, be awarded to Freer Mechanical Contractors, Inc. for \$193,263.00.

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

SUBMITTED BY	Purchasing	PREPARED BY:	Candace Kelly-Winston
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 144960 DATE: 4/2/2025 PAGE 2 OF 12

## **FISCAL IMPACT**

Funding in the amount of \$193,263 is available in account 45100-2025 Non-Debt Capital Fund/3110404000 Tim Curry Criminal Justice Center/540000 Capital.

**Bid No. F2025005 Domestic Water Pump Skid Unit Replacement at Tim Curry  
Criminal Justice Center**

**Award**

		<b>Freer Mechanical Contractors, Inc Fort Worth, TX HUB - No</b>		<b>Bernhard MCC, LLC Coppell, TX HUB - No</b>		<b>Infinity Contractors Fort Worth, TX HUB - No</b>	
		<b>Total Price</b>	<b>\$193,263.00</b>	<b>Total Price</b>	<b>\$195,357.00</b>	<b>Total Price</b>	<b>\$229,859.00</b>
<b>Line #</b>	<b>Description</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>
1.1	Materials	<b>\$108,038.00</b>		\$102,425.00		\$97,097.00	
1.2	Services	<b>\$80,511.00</b>		\$90,932.00		\$126,729.00	
1.3	Bonds	<b>\$4,714.00</b>		\$2,000.00		\$6,033.00	
<b>Total Calendar Days to Complete</b>			<b>130</b>		<b>126</b>		<b>189</b>

Notes: A no-bid response was received from ODP Business Solutions, Southwest Materials Handling Co, Cape Equipment & Services LLC (Cape Equipment & Services LLC dba LSS Digital Print Finishing Systems), Awera Visuals LLC, Communication Concepts (Communicon Inc.), Decker Mechanical (DMI Corp.), CONSTRUCTION SOLUTION USA LLC (CONSTRUCTION SOLUTION USA).

THE STATE OF TEXAS § **Agreement for Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center**  
COUNTY OF TARRANT § **F2025005**

This Agreement is by and between Tarrant County, Texas (the "Owner"), and Freer Mechanical, Inc. (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 Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center (the "Project"). The Contractor will complete the Project no later than one hundred thirty (130) 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 one hundred ninety-three thousand, two hundred sixty-three dollars (\$193,263.00). The Total Contract Price consists of the following components:

Materials	\$	108,038.00
Services	\$	80,511.00
Required Bonds	\$	4,714.00
<b>Sub-Total</b>	<b>\$</b>	<b>193,263.00</b>
Alternate No. 1	\$	0.00
Additional Bond Cost	\$	0.00
<b>Total Contract Price</b>	<b>\$</b>	<b>193,263.00</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. **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 F2025005 Volume I Bidding Documents
  - Request for Bid F2025005 Volume II Technical Specifications
  - Baird, Hampton & Brown Document Drawings
  - Freer Mechanical, Inc. response to Bid F2025005
  - 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.

FREER MECHANICAL, INC.  
CONTRACTOR

  
\_\_\_\_\_  
(SIGNATURE)

PRINTED NAME: Kevin Bottom

TITLE: Project Manager

Date: 2/24/2025

COUNTY OF TARRANT  
STATE OF TEXAS

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

\*Approved as to Form:

*Kimberly Collist 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 \$ \_\_\_\_\_

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253  
OF THE TEXAS GOVERNMENT CODE AS AMENDED  
BY THE 73RD TEXAS LEGISLATURE, 1993**

**(PUBLIC WORKS)**

KNOW ALL MEN BY THESE PRESENTS:

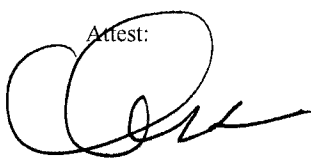
That, **Freer Mechanical Contractors, Inc.**, (hereinafter called the Principal), as Principal, and **Amerisure Mutual Insurance Company**, a corporation organized and existing under the laws of the State of **Michigan**, with their principal office in the City of **Farmington Hills, MI** (hereinafter called the Surety), as Surety, are held and firmly bound unto **Tarrant County, Texas**, (hereinafter called the Obligee) in the amount of **One hundred ninety three thousand two hundred sixty three and no/100 Dollars (\$193,263.00)** 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.

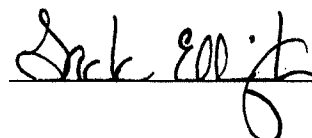
WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for **Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center – F2025005** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.


NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the 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 void; otherwise to remain in full force and effect.

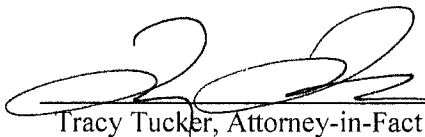
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27<sup>th</sup> day of February 2025.

Attest:  
  
\_\_\_\_\_

**Freer Mechanical Contractors, Inc.**  
By:   
\_\_\_\_\_ (SEAL)

Witness:  
  
  
\_\_\_\_\_

**Amerisure Mutual Insurance Company**  
  
Tracy Tucker, Attorney-in-Fact  
\_\_\_\_\_ (SEAL)

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253  
OF THE TEXAS GOVERNMENT CODE AS AMENDED  
BY THE 73RD TEXAS LEGISLATURE, 1993**

**(PUBLIC WORKS)**

KNOW ALL MEN BY THESE PRESENTS:

That, **Freer Mechanical Contractors, Inc.**, (hereinafter called the Principal), as Principal, and **Amerisure Mutual Insurance Company** a corporation organized and existing under the laws of the State of **Michigan**, with their principal office in the City of **Farmington Hills, MI** (hereinafter called the Surety), as Surety, are held and firmly bound unto **Tarrant County, Texas**, (hereinafter called the Obligee) in the amount of **One hundred ninety three thousand two hundred sixty three and no/100** Dollars (**\$193,263.00**), 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 written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for **Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center – F2025005**, 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 said 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.

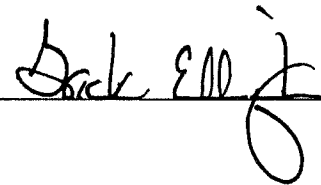
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

21<sup>th</sup> IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of February, 2025.

Attest:

  
\_\_\_\_\_


**Freer Mechanical Contractors, Inc.**

By:  \_\_\_\_\_ (SEAL)

**Amerisure Mutual Insurance Company**

Witness:

Brandi Heath  
\_\_\_\_\_

 \_\_\_\_\_ (SEAL)  
Tracy Tucker, Attorney-in-Fact



AMERISURE MUTUAL INSURANCE COMPANY  
AMERISURE INSURANCE COMPANY  
AMERISURE PARTNERS INSURANCE COMPANY

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

TRACY TUCKER, STEVEN TUCKER, KEVIN J. DUNN, W. LAWRENCE BROWN

BENNETT BROWN AND ROBERTA H. ERB

of Tucker Agency, Ltd., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:   
Michael A. Ito, Senior Vice President Surety

By:   
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company**

State of Illinois  
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Christopher M. Spaude, Chief Financial Officer & Treasurer



Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company  
P.O. Box 9098  
Farmington Hills, MI 48333-9098

## Texas Important Notice

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Amerisure Surety's toll-free telephone number for information or to make a complaint at:

**1-800-257-1900**

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:

P.O. Box 12030

Austin, TX 78711-2030

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company 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.

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Amerisure Surety's para obtener información o para presentar una queja al:

**1-800-257-1900**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 12030

Austin, TX 78711-2030

Fax: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS POR PRIMAS DE SEGUROS O

### RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



## 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. F2025005 - Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center - Facilities Management - Freer Mechanical Contractors, 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.

\*\*\*\*\*



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 144960  
PAGE 1 OF 12  
DATE: 4/2/2025

**SUBJECT: BID NO. F2025005 - DOMESTIC WATER PUMP SKID UNIT  
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FACILITIES MANAGEMENT - FREER MECHANICAL CONTRACTORS,  
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SUBMITTED BY	Purchasing	PREPARED BY:	Candace Kelly-Winston
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



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 Replacement at Tim Curry Criminal Justice Center  
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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. **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 F2025005 Volume I Bidding Documents
  - Request for Bid F2025005 Volume II Technical Specifications
  - Baird, Hampton & Brown Document Drawings
  - Freer Mechanical, Inc. response to Bid F2025005
  - 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.

FREER MECHANICAL, INC.  
CONTRACTOR

  
\_\_\_\_\_  
(SIGNATURE)

PRINTED NAME: Kevin Bottom

TITLE: Project Manager

Date: 2/24/2025

COUNTY OF TARRANT  
STATE OF TEXAS

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

\*Approved as to Form:

Kimberly Collist 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 \$ 193,263.00

Kimberly M. Buchanan  
County Auditor

4.11.05  
Date

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253  
OF THE TEXAS GOVERNMENT CODE AS AMENDED  
BY THE 73RD TEXAS LEGISLATURE, 1993**

**(PUBLIC WORKS)**

KNOW ALL MEN BY THESE PRESENTS:

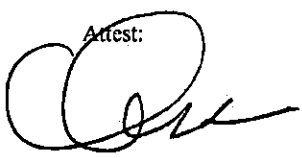
That, Freer Mechanical Contractors, Inc., (hereinafter called the Principal), as Principal, and Amerisure Mutual Insurance Company, a corporation organized and existing under the laws of the State of Michigan, with their principal office in the City of Farmington Hills, MI (hereinafter called the Surety), as Surety, are held and firmly bound unto Tarrant County, Texas, (hereinafter called the Obligee) in the amount of One hundred ninety three thousand two hundred sixty three and no/100 Dollars (\$193,263.00) 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 written contract with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center - F2025005 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

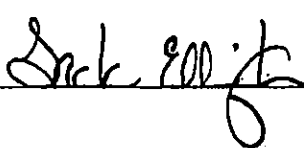
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants 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 said Principal and Surety have signed and sealed this instrument this 27<sup>th</sup> day of February 2025

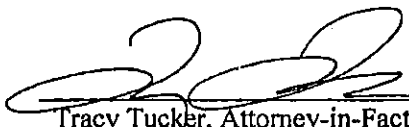
Attest:  
  
\_\_\_\_\_

Freer Mechanical Contractors, Inc.

By:  \_\_\_\_\_ (SEAL)

Witness:  
Brandi Heath  
\_\_\_\_\_

Amerisure Mutual Insurance Company

  
Tracy Tucker, Attorney-in-Fact  
\_\_\_\_\_ (SEAL)

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253  
OF THE TEXAS GOVERNMENT CODE AS AMENDED  
BY THE 73RD TEXAS LEGISLATURE, 1993**

**(PUBLIC WORKS)**

KNOW ALL MEN BY THESE PRESENTS:

That, Freer Mechanical Contractors, Inc., (hereinafter called the Principal), as Principal, and Amerisure Mutual Insurance Company a corporation organized and existing under the laws of the State of Michigan, with their principal office in the City of Farmington Hills, MI (hereinafter called the Surety), as Surety, are held and firmly bound unto Tarrant County, Texas, (hereinafter called the Obligee) in the amount of One hundred ninety three thousand two hundred sixty three and no/100 Dollars (\$193,263.00), 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 written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center - F2025005, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

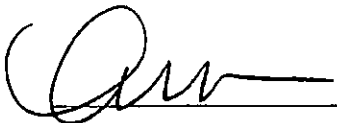
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

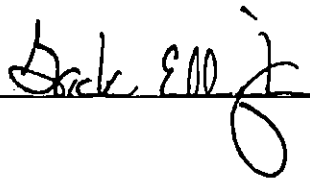
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

21<sup>th</sup> IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of February, 2025.

Attest:

Freer Mechanical Contractors, Inc.


  
\_\_\_\_\_

By:  \_\_\_\_\_ (SEAL)

Amerisure Mutual Insurance Company

Witness:

Brandi Heath  
\_\_\_\_\_

 \_\_\_\_\_ (SEAL)  
Tracy Tucker, Attorney-in-Fact



AMERISURE MUTUAL INSURANCE COMPANY  
AMERISURE INSURANCE COMPANY  
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

TRACY TUCKER, STEVEN TUCKER, KEVIN J. DUNN, W. LAWRENCE BROWN

BENNETT BROWN AND ROBERTA H. ERB

of Tucker Agency, Ltd., its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety

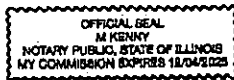


IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company

State of Illinois  
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_ day of \_\_\_ 20\_\_.

Christopher M. Spaude, Chief Financial Officer & Treasurer



Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company  
P.O. Box 9098  
Farmington Hills, MI 48333-9098

## Texas Important Notice

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Amerisure Surety's toll-free telephone number for information or to make a complaint at:

**1-800-257-1900**

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:

P.O. Box 12030

Austin, TX 78711-2030

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company 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.

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Amerisure Surety's para obtener información o para presentar una queja al:

**1-800-257-1900**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 12030

Austin, TX 78711-2030

Fax: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



## 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. F2025005 - Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center - Facilities Management - Freer Mechanical Contractors, 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.

\*\*\*\*\*

Bid No. F2025005 - Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center - Facilities Management - Freer Mechanical Contractors, Inc.

**SIGNED AND EXECUTED** this 2 day of April, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

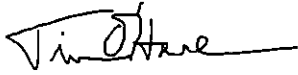
Tim O'Hare - County Judge

Tim O'Hare  
County Judge  
<#deefee5c-dd95-451e-039c-08dcb56d40e8-DateSigned#>

Bid No. F2025005 - Domestic Water Pump Skid Unit Replacement at Tim Curry Criminal Justice Center - Facilities Management - Freer Mechanical Contractors, Inc.

**SIGNED AND EXECUTED** this 2 day of April, 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  
4/10/2025