



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145362  
PAGE 1 OF 22  
DATE: 6/3/2025

**SUBJECT: BID NO. 2022-210 - ANNUAL CONTRACT FOR MECHANICAL AND PLUMBING SERVICES - FACILITIES MANAGEMENT - VARIOUS VENDORS**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court accept payment bonds for Bid No. 2022-210, Annual Contract for Mechanical and Plumbing Services, for Facilities Management, from the following vendors:

Enviromatic Systems of Fort Worth, Inc.	\$98,622.50
Enviromatic Systems of Fort Worth, Inc.	\$56,299.80
A&G Piping, Inc. d/b/a A&G Services	\$46,559.40

**BACKGROUND**

On September 27, 2022, the Commissioners Court, through Court Order #139280, awarded Bid No. 2022-210, Annual Contract for Mechanical and Plumbing Services, for Facilities Management, to the following vendors:

Primary	A&G Piping, Inc. d/b/a A&G Services Alpha Mechanical Contractors, LLC Assured Mechanical Solutions, LLC CEC Facilities Group CMP Commercial Construction, Inc. Daikin Applied Americas, Inc. Denali Construction Services, LP Entech Sales and Service, LLC Enviromatic Systems of Fort Worth, Inc. (f/k/a Enviromatic Systems Services, Inc.) Freer Mechanical Contractors, Inc.
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On July 11, 2023, the Commissioners Court, through Court Order #141221, approved the first renewal option.

On March 19, 2024, the Commissioners Court, through Court Order #142849, acknowledged notification of vendor name change of Enviromatic System Services, Inc. to Enviromatic Systems of Fort Worth, Inc.

On August 6, 2024, the Commissioners Court, through Court Order #143601, approved the second and final renewal option.

The proposal dated March 10, 2025 from Enviromatic Systems of Fort Worth, Inc. is for the replacement of fifteen (15) new VAV (variable air volume) boxes at the 350 W. Belknap Building.

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



# COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 145362 DATE: 6/3/2025 PAGE 2 OF 22

The proposal dated March 11, 2025 from Enviromatic Systems of Fort Worth, Inc. is for the repair of the heating water supply and return lines and outside of vault under road in the Public Health building.

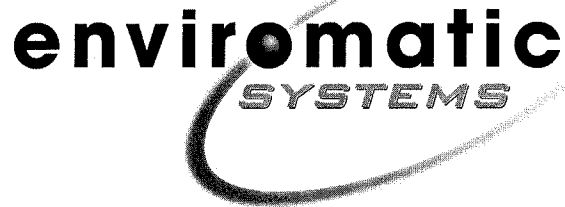
The proposal (Quote #S8381) dated April 23, 2025 received from A&G Piping, Inc. d/b/a A&G Services is for the replacement of two (2) Lennox 10-Ton Gas RTU units at the Scott D. Moore Juvenile Justice Center.

Payment bonds are part of the requirements in order for the contractors to begin work. The bonds are required solely for the protection of all claimants supplying labor or furnishing materials used on the projects.

## **FISCAL IMPACT**

Funding is available in the following accounts:

\$98,622.50	45100-2025 Non-Debt Capital/3110301000 350 W Belknap Building/545051 Non-Tracked Equipment
\$56,299.80	61500-2025 Self-Insurance/1912000000 Self-Insurance/532011 Building Maintenance
\$46,559.40	45100-2025 Non-Debt Capital/3110309000 Lynn W. Ross Juvenile Center/545021 Non-Tracked Construction/Building



RFB# 2022-210

March 10, 2025

Tarrant County  
100 East Weatherford St.  
Fort Worth, Texas 76196

Reference: 350 Building- Replace 15 VAV Boxes

We propose to furnish the necessary labor and materials for the above referenced project.  
Our quotation includes the following:

- **Provide and install (15) new VAV boxes**
  - **Necessary ductwork**
  - **Necessary hoisting**
  - **Necessary electrical**
  - **Necessary controls**

This is an estimated proposal based on time and material for-	<b>\$98,622.50</b>
---------------------------------------------------------------	--------------------

Labor-\$110/hr x 120hrs = \$13,200.00  
Material-\$36,800.00  
Allowable Markup-25%  
Material Total-\$46,000.00  
Controls-\$36,550.00  
Payment Bond-\$2,872.50

We exclude the following:

1. Sales tax
2. Overtime labor

General Conditions:

1. Any work outside of the proposed that is deemed necessary will be proposed to the customer for approval.

We appreciate the opportunity to be of service. If you have any questions, please feel free to call.

(817) 789-3174. Our price is good for 30 days from the above date.

Respectfully submitted, Bobby Blagrave

A handwritten signature in black ink, appearing to read "Bobby Blagrave", is written over a white background.

Lic. # TACLA111816E M # 41137

Regulated by the Texas Department of Licensing and Regulation PO Box 12157 Austin, TX 78711 800-803-9209 512-463-6599

[www.tdlr.texas.gov](http://www.tdlr.texas.gov)

Bond No. TIC017382

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Enviromatic Systems, Inc.  
2337 West Warrior Trail  
Grand Prairie, TX 75052

**OWNER:**

*(Name, legal status and address)*

Tarrant County  
100 E. Weatherford Street, Suite 303  
Fort Worth, TX 76196

**CONSTRUCTION CONTRACT**

Date: March 10, 2025

**SURETY:**

*(Name, legal status and principal place of business)*

Trisura Insurance Company  
2 Stamford Plaza Suite 1504, 281 Tresser Boulevard  
Stamford, CT 06901  
**Mailing Address for Notices**

1411 Opus Place, Suite 450  
Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Amount: \$ 98,622.50                      Ninety Eight Thousand Six Hundred Twenty Two Dollars and 50/100

**Description:**

*(Name and location)*

350 Building - Replace 15 VAV Boxes

**BOND**

Date: May 6, 2025

*(Not earlier than Construction Contract Date)*

Amount: \$ 98,622.50                      Ninety Eight Thousand Six Hundred Twenty Two Dollars and 50/100

Modifications to this Bond:       None                       See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:                                      *(Corporate Seal)*

Enviromatic Systems, Inc.

Signature:  \_\_\_\_\_

Name: *Sidellis Jr.*  
and Title: *PRESIDENT.*

**SURETY**

Company:                                      *(Corporate Seal)*

Trisura Insurance Company

Signature:  \_\_\_\_\_

Name: Martin Moss  
and Title: Attorney-in-Fact



*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

HUB International Midwest Limited  
1411 Opus Place, Ste. 450  
Downers Grove, IL 60515  
630-468-5600

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address



2 Stamford Plaza  
Suite 1504, 281 Tresser Boulevard  
Stamford, Connecticut 06901  
[us.surety@trisura.com](mailto:us.surety@trisura.com)

**POWER OF ATTORNEY**

Bond # TIC017382

Bond issuance date: May 6, 2025

**KNOW ALL MEN BY THESE PRESENTS:** That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

**Martin Moss**

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11<sup>th</sup> day of **December, 2020**.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents on

This 11<sup>th</sup> day of **March, 2021**.

STATE OF Connecticut  
County of Fairfield

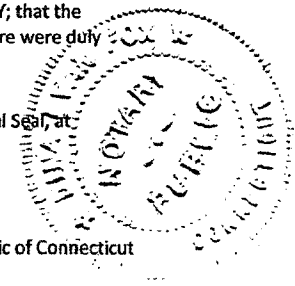
Richard Grant  
Richard Grant, Vice President, U.S. Surety



On this 11<sup>th</sup> day of **March, 2021**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the Fairfield, Connecticut the day and year first above written.

[Signature] seal  
[Signature] a Notary Public of Connecticut  
My Commission Expires: 6/30/25



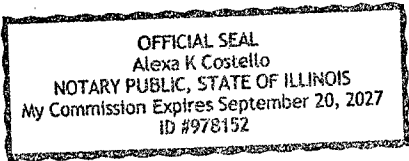
**DINA FOX**  
Notary Public, State of Connecticut  
My Commission Expires June 30, 2025

STATE OF ILLINOIS }  
COUNTY OF DU PAGE}

On May 6, 2025, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Martin Moss, known to me to be Attorney-in-Fact of Trisura Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 20, 2027



Alexa K. Costello  
Alexa K. Costello, Notary Public  
Commission No. 978152

Building automation specialists



RFB# 2022-210

March 11, 2025

Tarrant County  
100 East Weatherford St.  
Fort Worth, Texas 76196

Reference: Public Health Repair Heating Water Supply and Return Line Insulation in Vault

We propose to furnish the necessary labor and materials for the above referenced project.  
Our quotation includes the following:

- **Repair Heating Water Supply and Return Line Insulation**
  - **We propose to install 2" thick cellular glass insulation on the Chilled and Heating water piping in the Vault. The insulation will be sealed with Polyguard Insulwrap 30 NG, then finished with .016 Aluminum Jacket. We will also provide new pipe saddles. We will prime existing piping with Sherwin Williams Kem Kromik Primer to prevent rust and deterioration of piping.**

This is an estimated proposal based on time and material for-	<b>\$56,299.80</b>
---------------------------------------------------------------	--------------------

Insulation-\$54,660.00  
Payment Bond-\$1,639.80

We exclude the following:

1. Sales tax
- General Conditions:
1. Any work outside of the proposal that is deemed necessary will be proposed to the customer for approval.

We appreciate the opportunity to be of service. If you have any questions, please feel free to call (817) 789-3174. Our price is good for 30 days from the above date.

Respectfully submitted, Bobby Blagrave

A handwritten signature in black ink, appearing to read "Bobby Blagrave", written over a white background.

Lic. # TACLA111816E M # 41137

Regulated by the Texas Department of Licensing and Regulation PO Box 12157 Austin, TX 78711 800-803-9209 512-463-6599  
[www.tdlr.texas.gov](http://www.tdlr.texas.gov)

Bond No. TIC017380

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**  
(Name, legal status and address)

Enviromatic Systems, Inc.  
2337 West Warrior Trail  
Grand Prairie, TX 75052

**OWNER:**  
(Name, legal status and address)

Tarrant County  
100 E. Weatherford Street, Suite 303  
Fort Worth, TX 76196

**CONSTRUCTION CONTRACT**  
Date: March 11, 2025

Amount: \$ 56,299.80                      Fifty Six Thousand Two Hundred Ninety Nine Dollars and 80/100

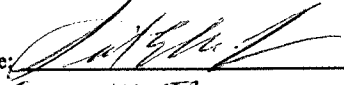
Description:  
(Name and location)  
Public Health Repair Heating Water Supply and Return Line Insulation in Vault

**BOND**  
Date: April 23, 2025  
(Not earlier than Construction Contract Date)

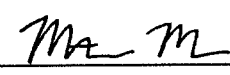
Amount: \$ 56,299.80                      Fifty Six Thousand Two Hundred Ninety Nine Dollars and 80/100

Modifications to this Bond:     None                       See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company:                                      (Corporate Seal)  
Enviromatic Systems, Inc.

Signature:   
Name: SID ELLIS JR.  
and Title: PRESIDENT

**SURETY**  
Company:                                      (Corporate Seal)  
Trisura Insurance Company

Signature:   
Name: Martin Moss  
and Title: Attorney-in-Fact



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.  
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(Any additional signatures appear on the last page of this Payment Bond.)  
(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**  
HUB International Midwest Limited  
1411 Opus Place, Ste. 450  
Downers Grove, IL 60515  
630-468-5600

**OWNER'S REPRESENTATIVE:**  
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**  
Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



2 Stamford Plaza  
Suite 1504, 281 Tresser Boulevard  
Stamford, Connecticut 06901  
[us.surety@trisura.com](mailto:us.surety@trisura.com)

**POWER OF ATTORNEY**

Bond # TIC017380

Bond issuance date: April 23, 2025

**KNOW ALL MEN BY THESE PRESENTS:** That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

**Martin Moss**

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11<sup>th</sup> day of December, 2020.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents on

This 11<sup>th</sup> day of March, 2021.

STATE OF Connecticut  
County of Fairfield

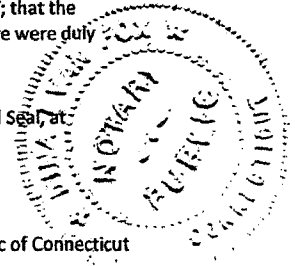
*Richard Grant*  
Richard Grant, Vice President, U.S. Surety



On this 11<sup>th</sup> day of **March, 2021**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the Fairfield, Connecticut the day and year first above written.

*[Signature]* seal  
\_\_\_\_\_, a Notary Public of Connecticut  
My Commission Expires: 6-30-25



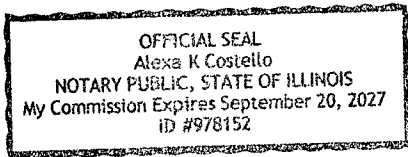
**DINA FOX**  
Notary Public, State of Connecticut  
My Commission Expires June 30, 2025

STATE OF ILLINOIS }  
COUNTY OF DU PAGE}

On April 23, 2025, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Martin Moss, known to me to be Attorney-in-Fact of Trisura Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 20, 2027



Alexa K. Costello

Alexa K. Costello, Notary Public  
Commission No. 978152



# A&G Services

Since 1984

HVAC ♦ Plumbing ♦ Electrical ♦ Controls ♦ Piping ♦ Interiors

www.agservicestx.com

**REVISED**

1:32 pm, Apr 24, 2025

1000374324

Date: April 23, 2025  
 Quote: S8381  
 Reference: Replace Two (2) 10-Ton Gas RTU  
 Attention: Kenneth Forge  
 Company Name: Tarrant County Auditor's Office  
 c/o Scott D. Moore Juvenile Justice  
 Address: 2701 Kimbo Rd.  
 Fort Worth, TX 76111

Dear Kenneth,

Per your request for a price on the above referenced project we are pleased to quote an amount of **RFB 2022-210 Annual Contract for Mechanical and Plumbing Services**

**Labor**

HVAC Tech	32 hours @ \$95.00	\$3,040.00
HVAC Helper	32 hours @ \$65.00	\$2,080.00

**Materials/Equipment**

2-Lennox 10-Ton Gas RTU w/Curb Adapter	\$29,612.00 x 15%	\$34,053.80
Gas/Condenser/Electrical Materials	\$800.00 x 15%	\$920.00

**Subs**

Bulldog Crane 60-Ton Crane Rental	\$5,340.60
-----------------------------------	------------

**Payment Bond**

\$1,125.00

**Lump Sum Pricing  
applicable taxes)**

**\$46,559.40(excluding**

**Scope of Work:**

- Lock Out/Tag Out unit.
- Recover the refrigerant from the systems.
- Disconnect any gas lines, drain lines and electrical.
- Two (2) New Lennox 10-Ton unit to be delivered on site.
- Removal of the existing unit via 135-Ton crane.
- Placement of the new units via crane.
- Existing units to be hauled off and demoed.
- Re-connect any gas lines, drain lines, and electrical.
- Install the hail guard, smoke detector, condensate switch and economizer.
- Perform start-up procedure per manufacturer's instructions.
- Verify unit is running properly in both cooling and heating.
- Clean up debris around the work area.

**Exclusions:**

- Any other part(s), material(s), equipment, or labor not listed in the above scope of work.
- Any temporary cooling or heating of any kind.

3124 Wichita Ct. Fort Worth, Texas 76140  
Phone: (817) 551-5000



## A&G Services

Since 1984

HVAC ♦ Plumbing ♦ Electrical ♦ Controls ♦ Piping ♦ Interiors

[www.agservicestx.com](http://www.agservicestx.com)

- Any work performed on any unit to date.
- Electrical power wiring, utility meter upgrades, code upgrades.
- Roofing of any kind.
- Fire systems other than the smoke detector on the unit.
- Convenience outlets.
- Tax.

We appreciate the opportunity to present you with this proposal. Please do not hesitate to call this office should you have any questions or if we may be of further service.

Sincerely,

A&G Services,

*Matthew Thornton*

Service Account Manager

[Matthew.thornton@agservicestx.com](mailto:Matthew.thornton@agservicestx.com)

3124 Wichita Ct. Fort Worth, Texas 76140  
Phone: (817) 551-5000



TEXAS STATUTORY PAYMENT BOND

Bond Number: 4410357

KNOW ALL MEN BY THESE PRESENTS:

That A&G Piping Inc. dba A&G Services ("Principal"), and FCCI Insurance Company, a corporation organized and existing under the laws of the State of Florida, licensed to do business in the State of TEXAS and admitted to write bonds, as surety, ("Surety"), are held and firmly bound unto Tarrant County Auditor's Office ("Obligee"), in the amount of Forty Six Thousand Five Hundred Fifty Nine Dollars and 40/100 Dollars (\$46,559.40) for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into a certain contract with the Obligee, dated the \_\_\_ day of \_\_\_\_\_, for ("Contract").

RFB 2022-210 Annual Contract for Mechanical and Plumbing Services for Scott D. Moore Juvenile Justice located at 2701 Kimbo Rd. Fort Worth, TX 76111 - Replace Two (2) 10-Ton Gas RTU's

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if 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 limitation of said Chapter to the same extent as if it were copied at length herein.

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

Principal: A&G Piping Inc. dba A&G Services

By: SIGNATURE OF AUTHORIZED REPRESENTATIVE PRINT OR TYPE NAME TITLE

Surety Name: FCCI Insurance Company

By: SIGNATURE OF ATTORNEY-IN-FACT PRINT OR TYPE NAME TITLE

The Rider attached hereto is incorporated in this bond and contains important coverage information.





### GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Allen Bale; Chris Brower; Dana Mickey; Dane Bubela; Daniel Cokenour; Ericka Hamman; Nikki Adams; Greg Wilkerson; Jason Nobles; Jennifer Upton; Margery Hall; Parker Hamilton; Samantha Kato; Eyvoune Cantu; BaiLee Islas; Raul Barberena, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

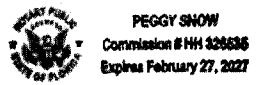


Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



Peggy Snow  
Notary Public

### CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)\* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at [StateComplaints@fcci-group.com](mailto:StateComplaints@fcci-group.com).

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at [newclaim@fcci-group.com](mailto:newclaim@fcci-group.com).

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:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

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

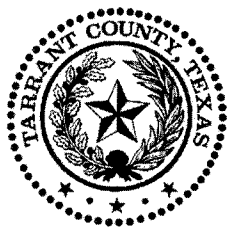
### PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

\*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.



## 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. 2022-210 - Annual Contract for Mechanical and Plumbing Services - Facilities Management – Various Vendors

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.

\*\*\*\*\*