



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145282
PAGE 1 OF 10
DATE: 5/20/2025

SUBJECT: BID NO. 2022-210 - ANNUAL CONTRACT FOR MECHANICAL AND PLUMBING SERVICES - FACILITIES MANAGEMENT - ENVIROMATIC SYSTEMS OF FORT WORTH, INC.

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment bond for Bid No. 2022-210, Annual Contract for Mechanical and Plumbing Services, for Facilities Management, with Enviromatic Systems of Fort Worth, Inc. for \$50,825.35.

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.
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 Services, Inc.
Freer Mechanical Contractors, Inc. |
|---------|---|

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 received from Enviromatic Systems of Fort Worth, Inc. is for the repair of the heating water supply and return lines inside and outside of vault at the Public Health building.

A payment bond is part of the requirements in order for the contractors to begin work. The bond is required solely for the protection of all claimants supplying labor or furnishing materials used on the project.

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



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 145282 DATE: 5/20/2025 PAGE 2 OF 10

FISCAL IMPACT

Funding in the amount of \$50,825.35 is available in account 61500-2025 Self-Insurance/1912000000 Self-Insurance/532011 Building Maintenance.

enviromatic SYSTEMS

RFB# 2022-210

March 4, 2025

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

Reference: Public Health Repair Heating Water Supply and Return Lines in and Outside of Vault Under Road

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 Lines.**
 - **Dig up ground around vault with excavator.**
 - **Cut concrete sidewalk out of the way.**
 - **Find leaks in 6" steel heating water supply and return lines.**
 - **Replace the pipe by welding in new pipe.**
 - **Have lines reinsulated in ditch.**
 - **Backfill hole with new bedding sand and dirt.**
 - **Do all necessary work to pour back concrete sidewalk.**
 - **Repair all irrigation lines that had to be removed to dig up lines.**
 - **Supplied excavating, dirt moving and water pumping equipment.**
 - **Necessary fill dirt and bedding sand delivery.**
 - **Haul off and clean up dirt and concrete.**

This is an estimated proposal based on time and material for-

\$50,825.35

Labor Journeyman and Helper-\$181/hr x 195hrs = \$35,295.00
Material-\$11,240
Allowable Markup- 25%
Material Total-\$14,050.00
Payment Bond-\$1,480.35

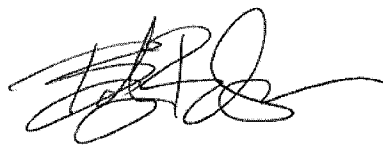
We exclude the following:

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 Blagrove

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

§ 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

POWER OF ATTORNEY

Bond # TIC017366

Bond issuance date: March 19, 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 11th 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 11th day of March, 2021.

STATE OF Connecticut
County of Fairfield

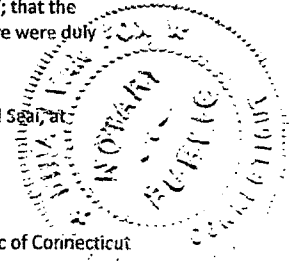
Richard Grant
Richard Grant, Vice President, U.S. Surety



On this 11th 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}

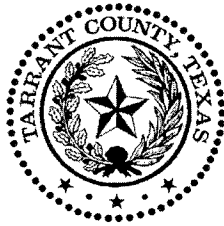
On March 19, 2025, duly commissioned and sworn, personally appeared, Martin Moss, known to me to be Attorney-in-Fact of Trisura Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf 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 March 23, 2027

Diane M. Rubright
Diane M. Rubright, Notary Public
Commission No. 817036





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 - Enviromatic Systems of Fort Worth, 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.
