



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145646
PAGE 1 OF 10
DATE: 8/5/2025

**SUBJECT: BID NO. F2024083 - ANNUAL CONTRACT FOR ROOFING AND
WATERPROOFING REPAIR SERVICES - FACILITIES MANAGEMENT -
K POST COMPANY**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment bond for Bid No. F2024083, Annual Contract for Roofing and Waterproofing Repair Services, for Facilities Management, from K Post Company for \$29,258.20.

BACKGROUND

On May 21, 2024, the Commissioners Court, through Court Order #143159, awarded Bid No. F2024083, Annual Contract for Roofing and Waterproofing Repair Services, for Facilities Management, to the following vendors:

Primary F.W. Walton Dallas, LLC
Integrated Roofing Systems, Inc.
Jeff Eubank Roofing Co., Inc.
K Post Company
LD Tebben
Zenith Roofing and Waterproofing

On April 2, 2025, the Commissioners Court, through Court Order #144981, approved the first renewal option with the following vendors:

Primary F.W. Walton Dallas, LLC
Integrated Roofing Systems, Inc.
Jeff Eubank Roofing Co., Inc.
K Post Company
Zenith Roofing and Waterproofing

Work Order #74488 received from K Post Company meets all specifications and is acceptable to Facilities Management. K Post Company will provide all labor, materials, and equipment to apply a waterproofing system over plumbing chases at the 350 W. Belknap Building.

A payment bond is part of the requirements in order for the contractor 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:	Julian Cano
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

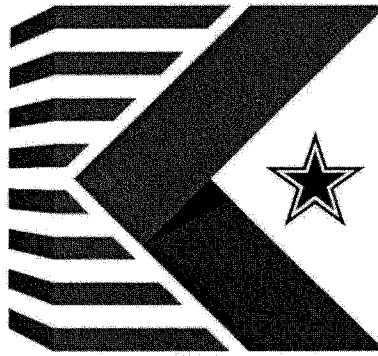


COMMISSIONERS COURT COMMUNICATION

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FISCAL IMPACT

Funding In the amount of \$29,258.20 is available in account 10000-2025 General Fund/Various Cost Centers/532011 Building Maintenance.



KPOST
ROOFING & WATERPROOFING
PARTNER OF THE DALLAS COWBOYS

WORK ORDER #74488

RFB-F2024-083

Tarrant Count Facility

350 West Belknap

Fort Worth, TX 76102

Proposal date:

6.17.2025

Valid until:

7.17.2025

Boris Marquez

469.724.5766

Boris.Marquez@kpostcompany.com

Benton Ezzell

214.500.6180

Benton.Ezzell@kpostcompany.com

KPost Company

972.910.8777

1841 W. Northwest Highway

Dallas, TX 75220

Prepared for:

Justin Barnes

Tarrant County Purchasing Department

100 West Weatherford Street

Fort Worth, TX 76196

jdbarnes@tarrantcountytx.gov



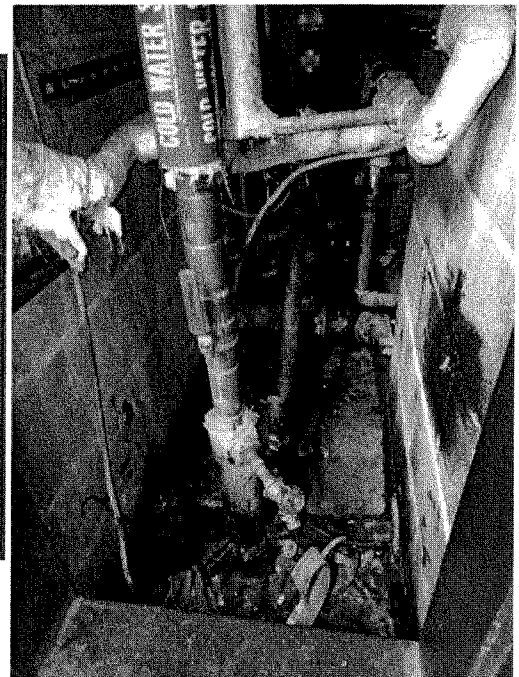
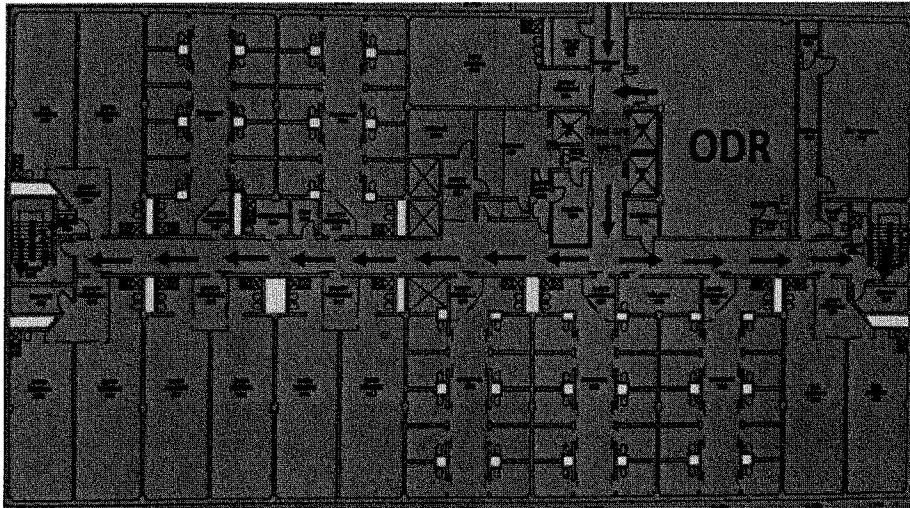
WO# - 74488

Waterproofing System Application over Plumbing Chases

SUMMARY OF TOTALS			
SCOPE OF WORK DESCRIPTION	SUBTOTAL	TAX	TOTAL COST
LABOR COST (3-4 MAN CREW): TOTAL 310.00 CREW HOURS x \$70.00 PER HOUR	\$21,700.00 (310 Hours @ \$70.00 per hour)	*\$0.00	\$21,700.00
MATERIAL & EQUIPMENT COST:	\$7,275.20	*\$0.00	\$7,275.20
PAYMENT BOND COST (1 YEAR):		\$283.00	
TOTAL COST (ALL SCOPES) *INCLUDES PAYMENT BOND	\$29,258.20	*\$0.00	\$29,258.20
PROPOSAL VALID FOR 30 DAYS DUE TO CURRENT MARKET CONDITIONS <i>*Excluded if Tax-Exempt or proper re-sale documentation is provided</i>			

KPost Company proposes to furnish all materials, labor, equipment, supervision and required insurance to complete the scope of work as described below. The labor rate provided in this proposal is based on agreement **RFB-F2024-083**.

SCOPE OF WORK



Plumbing Chase Waterproofing:

1841 W. Northwest Highway, Dallas, TX 75220

PO Box 540667, Dallas, TX 75354-0667

O: 972.910.8777 | F: 972.910.8773



WO# - 74488

Waterproofing System Application over Plumbing Chases

1. Remove and clean the existing plumbing chase locations along the 4th level of the facility.
 - a. ***Due to the existing integrity, degradation and confined access to the existing material and locations, no warranty will be provided.***
2. Grind and remove the existing waterproofing material without jeopardizing the integrity of the underlying substrates.
3. Clean and remove dust or debris that are created during the grinding and cleaning process.
4. Apply one [1] layer of Tremco 250GC over the prepared locations. Coating is to be applied at a rate of 120 wet mils.
 - a. Allow newly applied coating to remain traffic free for a minimum of 24 hours.

PROJECT QUALIFICATIONS

This pricing specifically ***includes*** the following:

- Removal and disposal of all related debris generated during our repairs.
- All work to be performed according to manufacturer's specifications.

This pricing specifically ***excludes*** the following:

- After hours or weekend work.
- Any protection of KPost installed work, or remediation of damaged KPost work.
- Any additional work that is required as a result of unforeseen conditions or misrepresentation of information.
- Any shop drawings, engineered calculations/designs, or mock-ups.
- Spotting the location of any new roof penetrations.
- Any alteration of the existing roof deck.
- Supplying, installing and/or leveling of the new roof curbs.
- Any rooftop pipe or duct support blocking/stands.
- Any interior structural framing, supports or blocking.
- Any mechanical, electrical or plumbing disconnect or reconnect.
- Any temporary covers or repairs unless otherwise noted in scope of work.
- Conduct water-test investigation(s) before or after completing the specified scope of work, unless otherwise noted in scope.
- Any interior protection or landscape protection.
- Any hazardous material testing and/or abatement.
- Any removal or disposal of any debris not generated during our work.
- Final cleaning of building at conclusion of project.
- Any work other than the items qualified in this scope of work proposal.
- Any certified payroll, OCIP or CCIP work.
- Any permits, bonds or taxes.
- Full roof / waterproofing warranty.
- One (1) year KPost Company workmanship warranty on **specific work** performed.

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WO# - 74488

Waterproofing System Application over Plumbing Chases

Pricing Expiration: Due to volatile pricing in freight, lumber, steel and asphalt based products; pricing on this document is good for thirty (30) days. The expiration date of this proposal is **07/17/2025**. If approval is given to KPost Company on this pricing after the expiration date, pricing will be adjusted according to market pricing at that time and resubmitted.

Existing Customer Payment Terms: Payment is due in full within thirty (30) days upon completion of our work.

Remobilization Fee: The scope of work outlined in this proposal is limited to one (1) mobilization; consecutive workdays are considered one (1) mobilization. Any excessive mobilizations will be invoiced at a rate of \$350.00 plus all applicable taxes, per mobilization.

Excessive Downtime Fee: The allotted downtime for this scope of work is one (1) crew hour per calendar day; allotted downtime will be accounted for on a per day basis and starts once the roof is ready for MEP items to be installed until when the MEP items are ready to be flashed into the roof system. Any excessive downtime will be invoiced at a rate of \$85.00 per man hour.

Note: KPost Company does not represent itself as a design professional, architect or registered engineer and does not perform these services nor shall it be inferred. Unforeseen conditions or circumstances will be brought to the customer's attention immediately for a prompt resolution.

Please indicate below whether this work will be performed under terms of a Sub Contract or on a Purchase Order. After our review and acceptance of this paperwork, the work will be able to commence.

KPost Company

Boris Marquez

Boris Marquez
Service Estimator

Customer Acceptance

Signed/Accepted: _____

Print Name: _____

Date: _____

Contract/Purchase Order Number: _____

1841 W. Northwest Highway, Dallas, TX 75220

PO Box 540667, Dallas, TX 75354-0667

O: 972.910.8777 | F: 972.910.8773

**STATUTORY
PAYMENT BOND**
(Texas Public Work)

Bond No.: TXHNSU0851397

KNOW ALL MEN BY THESE PRESENTS, that K Post Company

(hereinafter called the Principal), as Principal and Harco National Insurance Company
(hereinafter called the Surety), as Surety, are held and firmly bound unto
Tarrant County, Texas

(hereinafter called the Obligee), as Obligee, in the amount of Twenty-nine Thousand Two Hundred Fifty-eight
And 20/100

(\$29,258.20) Dollars for the payment where of, the said Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of
_____ to 350 Belknap Jail 5th Floor - Plumbing Chase Waterproof Seal

which contract is hereby referred to and made a part hereof and to the same extent 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.

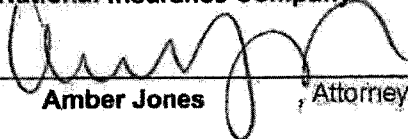
PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government
Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the
same extent as if it were copied at length herein.

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

K Post Company (Principal)

By: 

Harco National Insurance Company

By: 
Amber Jones, Attorney-in-fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # TXHNSU0851397

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JULIE A. BAUMBERGER, AMBER JONES, APRIL PENNY, DARRIN J. WEBER

Dallas, TX

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

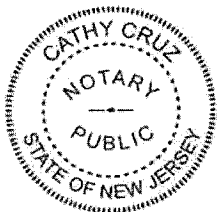
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY 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 City of Newark, New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A02179

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

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

PREMIUM OR CLAIM DISPUTES:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted también puede escribir a Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para propósito de información y no se convierte en parte o 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. F2024083 - Annual Contract for Roofing and Waterproofing Repair Services - Facilities Management - K Post Company

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.
