



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145514  
PAGE 1 OF 15  
DATE: 7/1/2025

**SUBJECT: ACCEPTANCE OF PAYMENT BOND - BUYBOARD CONTRACT #675-22 -  
PURCHASE OF GENERAL DISASTER RECOVERY AND RESTORATION  
SERVICES - FACILITIES MANAGEMENT - BELFOR USA GROUP, INC.  
D/B/A BELFOR PROPERTY RESTORATION**

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

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court accept payment bond for BuyBoard Contract #675-22, Purchase of General Disaster Recovery and Restoration Services, for Facilities Management, with Belfor USA Group, Inc. d/b/a BELFOR Property Restoration for \$30,627.60.

**BACKGROUND**

On September 17, 2024, the Commissioners Court, through Court Order #143928, approved Cooperative for General Disaster Recovery and Restoration Services, utilizing BuyBoard Contract #675-22, for Facilities Management, with Belfor USA Group, Inc. d/b/a BELFOR Property Restoration.

The quote received from Belfor USA Group, Inc. d/b/a BELFOR Property Restoration met all specifications and was acceptable to Facilities Management. Belfor USA Group, Inc. d/b/a BELFOR Property Restoration provided all labor, materials, and equipment to provide abatement and remediation services at Scott D. Moore Juvenile Justice Center. This remediation was deemed to be an emergency to minimize contaminant exposure to County employees. The required payment bond was received and the purchase order was issued on June 2, 2025 so remediation could commence as quickly as possible.

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.

**FISCAL IMPACT**

Funding in the amount of \$30,627.60 is available in account 10000-2025 General Fund/3110309000 Lynn W. Ross Juvenile Center/532011 Building Maintenance.

SUBMITTED BY	Purchasing	PREPARED BY:	Gwen Peterson, C.P.M., A.P.P.
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Belfor USA Group, Inc.  
185 Oakland Ave., Suite 150  
Birmingham, MI 48009

**SURETY:**

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

Hartford Casualty Insurance Company  
One Hartford Plaza  
Hartford, CT 06155

**OWNER:**

*(Name, legal status and address)*

Tarrant County  
100 E Weatherford  
Fort Worth, TX 76196

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**

**Date:** May 23, 2025

**Amount:** \$30,627.60

**Description:**

*(Name and location)*

Tarrant County Juvenile Court, 2701 Kimbo Rd., Fort Worth, TX 76111  
Mold Remediation

**BOND**

**Date:** May 30, 2025

*(Not earlier than Construction Contract Date)*

**Amount:** \$30,627.60

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

**Company:** *(Corporate Seal)*  
Belfor USA Group, Inc.

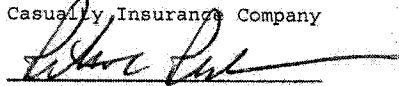
**Signature:** 

**Name:** Marcus Garza  
**and Title:** Regional Manager

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

**SURETY**

**Company:** *(Corporate Seal)*  
Hartford Casualty Insurance Company

**Signature:** 

**Name:** Peter A. Perlman  
**and Title:** Attorney-in-Fact

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

**AGENT or BROKER:**

Perlman Insurance Agency  
5600 W Maple Road, Ste A100  
West Bloomfield, MI 48322  
248-737-3900

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Tarrant County  
100 E Weatherford  
Fort Worth, TX 76196

§ 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:           NONE

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title:

Name and Title:

Address

Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PERLMAN INSURANCE AGENCY  
 Agency Code: 35-356141

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Peter A. Perlman, Carrie A. Perlman of WEST BLOOMFIELD, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }  
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 30, 2025.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

Bond #35BCSJD0707





**BELFOR Property Restoration**

15600 Trinity Blvd., Suite 106 - Grand Prairie, TX 76155  
 (972) 975-1600 Tel. - (972) 988-0564 Fax.  
 TX License # 18271 - Fed ID # 84-1309171

**TARRANTCOUNTYJUVE**

**Court Room Remediation**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>LABOR</b>						
1. Hazmat/Abestos Supervisor- 1 for 4 days @ 10 hours per day	40.00 HR	0.00	100.00	0.00	0.00	4,000.00
2. Hazmat/Asbestos Technician- 4 techs for 4 days @ 10 hours per day each	160.00 HR	0.00	77.00	0.00	0.00	12,320.00
<b>EQUIPMENT</b>						
3. HEPA Filtration Unit / Air Scrubber (Per Day)- 4 for 6 days	24.00 EA	0.00	172.00	0.00	0.00	4,128.00
<b>Air scrubbers are for 4 days of work time and 2 days of scrub mode only.</b>						
4. Dehumidification, Dehumidifier - 100 to 140 AHAM Pints (Per Day)- 2 for 4 days	8.00 EA	0.00	165.00	0.00	0.00	1,320.00
<b>Dehus to run per protocol to keep humidity down during work.</b>						
5. Vehicle, Pickup, SUV or Car (Per Day)	3.00 EA	0.00	84.00	0.00	0.00	252.00
<b>CONSUMABLES</b>						
6. Plastic Sheeting, 6 mil (20 x 100)	2.00 RL	0.00	99.00	0.00	39.60	237.60
7. Tape, Painters-blue/red	4.00 RL	0.00	10.00	0.00	8.00	48.00
8. Disinfectant/Antimicrobial	8.00 GL	0.00	62.00	0.00	99.20	595.20
9. Wipes, Cotton Cloth/Workshop Rags	45.00 LB	0.00	6.60	0.00	59.40	356.40
10. Filter, Pleated	6.00 EA	0.00	25.00	0.00	30.00	180.00
11. HVAC Hepa Vac Collection Bag & Filter Protector	4.00 EA	0.00	12.00	0.00	9.60	57.60
12. Protective Suits (Tyvek)- 2 changes per day per person for 4 days for 5 people	40.00 EA	0.00	33.00	0.00	264.00	1,584.00
13. Respirator, N95- 5 per day	20.00 EA	0.00	13.00	0.00	52.00	312.00
14. Bags, Trash (6 mil)	100.00 EA	0.00	2.00	0.00	40.00	240.00
Totals: Court Room Remediation				0.00	601.80	25,630.80

**Miscellaneous**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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**CONTINUED - Miscellaneous**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
15. Project Estimator	20.00 HR	0.00	129.00	0.00	0.00	2,580.00
16. Dumpster, 30 yd	2.00 LO	0.00	847.00	0.00	338.80	2,032.80
17. State Filing Fee	1.00 EA	0.00	25.00	0.00	5.00	30.00
18. Payment Bond	1.00 EA	0.00	295.00	0.00	59.00	354.00
Totals: Miscellaneous				0.00	402.80	4,996.80
<b>Line Item Totals: TARRANTCOUNTYJUVE</b>				<b>0.00</b>	<b>1,004.60</b>	<b>30,627.60</b>

Coverage	Item Total	%	ACV Total	%
Dwelling	30,243.60	98.75%	30,243.60	98.75%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	384.00	1.25%	384.00	1.25%
Total	30,627.60	100.00%	30,627.60	100.00%



## BELFOR Property Restoration

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15600 Trinity Blvd., Suite 106 - Grand Prairie, TX 76155  
(972) 975-1600 Tel. - (972) 988-0564 Fax.  
TX License # 18271 - Fed ID # 84-1309171

### Summary for Dwelling

Line Item Total	29,303.00
Overhead	470.30
Profit	470.30
<b>Replacement Cost Value</b>	<b>\$30,243.60</b>
<b>Net Claim</b>	<b>\$30,243.60</b>



## BELFOR Property Restoration

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### Summary for Contents

Line Item Total	320.00
Overhead	32.00
Profit	32.00
<b>Replacement Cost Value</b>	<b>\$384.00</b>
<b>Net Claim</b>	<b>\$384.00</b>



**BELFOR Property Restoration**

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**Recap of Taxes, Overhead and Profit**

	<b>Overhead (10%)</b>	<b>Profit (10%)</b>
<b>Line Items</b>	502.30	502.30
<b>Total</b>	<b>502.30</b>	<b>502.30</b>



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### Recap by Room

Estimate: TARRANTCOUNTYJUVE

<b>Court Room Remediation</b>		<b>25,029.00</b>	<b>84.49%</b>
Coverage: Dwelling	100.00% =	25,029.00	
<b>Miscellaneous</b>		<b>4,594.00</b>	<b>15.51%</b>
Coverage: Dwelling	93.03% =	4,274.00	
Coverage: Contents	6.97% =	320.00	
<hr/>			
<b>Subtotal of Areas</b>		<b>29,623.00</b>	<b>100.00%</b>
Coverage: Dwelling	98.92% =	29,303.00	
Coverage: Contents	1.08% =	320.00	
<hr/>			
<b>Total</b>		<b>29,623.00</b>	<b>100.00%</b>

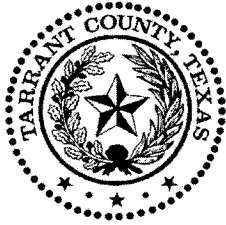


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**Recap by Category**

<b>O&amp;P Items</b>			<b>Total</b>	<b>%</b>
<b>CONSUMABLES</b>			<b>3,009.00</b>	<b>9.82%</b>
Coverage: Dwelling	@	100.00% =	3,009.00	
<b>GENERAL DEMOLITION</b>			<b>1,694.00</b>	<b>5.53%</b>
Coverage: Dwelling	@	100.00% =	1,694.00	
<b>USER DEFINED ITEMS</b>			<b>320.00</b>	<b>1.04%</b>
Coverage: Contents	@	100.00% =	320.00	
<b>O&amp;P Items Subtotal</b>			<b>5,023.00</b>	<b>16.40%</b>
<b>Non-O&amp;P Items</b>			<b>Total</b>	<b>%</b>
<b>EQUIPMENT</b>			<b>5,700.00</b>	<b>18.61%</b>
Coverage: Dwelling	@	100.00% =	5,700.00	
<b>LABOR</b>			<b>18,900.00</b>	<b>61.71%</b>
Coverage: Dwelling	@	100.00% =	18,900.00	
<b>Non-O&amp;P Items Subtotal</b>			<b>24,600.00</b>	<b>80.32%</b>
<b>O&amp;P Items Subtotal</b>			<b>5,023.00</b>	<b>16.40%</b>
<b>Overhead</b>			<b>502.30</b>	<b>1.64%</b>
Coverage: Dwelling	@	93.63% =	470.30	
Coverage: Contents	@	6.37% =	32.00	
<b>Profit</b>			<b>502.30</b>	<b>1.64%</b>
Coverage: Dwelling	@	93.63% =	470.30	
Coverage: Contents	@	6.37% =	32.00	
<b>Total</b>			<b>30,627.60</b>	<b>100.00%</b>



**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: Acceptance of Payment Bond - BuyBoard Contract #675-22 - Purchase of General Disaster Recovery and Restoration Services - Facilities Management - Belfor USA Group, Inc. d/b/a BELFOR Property Restoration

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.

\*\*\*\*\*