



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 9

DATE: 12/3/2024

SUBJECT: BID NO. F2024151 - ANNUAL CONTRACT FOR OVERHEAD DOOR AND BI-FOLD DOOR PREVENTATIVE MAINTENANCE AND REPAIR - PRECINCT 2 SOUTHEAST MAINTENANCE CENTER - D.H. PACE COMPANY, INC.

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment bond for Bid No. F2024151, Annual Contract for Overhead Door and Bi-Fold Door Preventative Maintenance and Repair, for Precinct 2 Southeast Maintenance Center, with D.H. Pace Company, Inc., for \$29,447.03.

BACKGROUND

On August 20, 2024, the Commissioners Court, through Court Order #143695, awarded Bid No. F2024151, Annual Contract for Overhead Door and Bi-Fold Door Preventative Maintenance and Repair, for Facilities Management, to the following vendors:

Primary	D.H. Pace Company, Inc.
Secondary	Elite Material Handling, LLC

The quote received from D.H. Pace Company, Inc. meets all specifications and is acceptable to Precinct 2 Southeast Maintenance Center.

D.H. Pace Company, Inc. will provide all labor, materials, and equipment to replace six (6) obsolete overhead door openers that are original to the building, which is 27 years old. There is a safety concern that the door openers could fail without notice, due to their age.

A payment bond is part of the requirement for the contractor to begin work. The bond is required solely for the protection of all claimants supplying labor or furnishing materials used on this project.

FISCAL IMPACT

Funding in the amount of \$29,447.03 is available in account 45100-2025 Non-Debt Capital/6210200000 Precinct 2 Garage/540000 Capital Outlay.

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

PROPOSAL

Order # 60587
Quote Name Precinct #2-maintenance bay operato
Requested By Burciaga, Bridgette
Estimator Doug Short
Date 10-15-2024

SOLD TO Tarrant County Auditors Office
100 E. Weatherford
Suite 506
Fort Worth, TX 76196-0103

PROJECT Precinct #2 SE Maintenance
1203 Kennedale Pkwy
Kennedale, TX 76060

- Reference: BID NO. F2024151 - ANNUAL CONTRACT FOR OVERHEAD DOOR
AND BI-FOLD DOOR PREVENTATIVE MAINTENANCE AND
REPAIR - FACILITIES MANAGEMENT

- 4.1 Trained Repair person, Hourly Rate, Monday - Friday 8AM to 5 PM
\$105.00 per Hour

Maintenance Bay

- Remove Existing material and haul off.

- Furnish and Install:

- 6ea. Genie Gear Head Operators, 3/4HP, 460/3 Phase,
2 wire safety edge with Take up Reel, and control station.

NOTES AND EXCLUSIONS:

- Bond Included.
- Lead times are not guaranteed.
- This proposal is priced furnished and installed, no tax included.
- Any price increases are subject to and recoverable under change order provisions.
- Pricing assumes reasonable access will be provided.
- Work to be completed during standard working hours of 8:00 a.m. to 4:00 p.m. Monday-Friday.
- Please sign this proposal and return it to me by EMAIL doug.short@dhpaces.com so we may proceed with your order.

PROPOSAL

Order # 60587
Quote Name Precinct #2-maintenance bay operato
Requested By Burciaga, Bridgette Date 10-15-2024
Estimator Doug Short

- Customer to bring power supply to Unit. DH Pace to connect power supply to operator and perform start up.
- Our proposal excludes all electrical wiring, conduit, and electrical hookups.
- Open preparation including framing and structural support by others.
- If during construction/installation hidden or flawed structures are encountered, additional charges may apply.
- This proposal is contingent upon acceptance of a mutually agreed upon contract or authorized signature on this proposal and approved credit.
- This proposal is based solely on information provided by the customer. No formal plans and/or specifications were provided for review. Pricing is subject to change if actual conditions or products needed differ from the information provided.
- This proposal is for budget purposes only. We reserve the right to alter this quote should additional information indicate that the scope and/or timing of the project is changed from the original information received. Costs are currently rising at sudden and unpredictable rates. This Agreement is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date Seller executed this Agreement. Seller reserves the right to require an approved change order before the order is released into production to compensate for any supplier price increases or surcharges announced after Seller's execution of this Agreement and prior to the Seller's release of materials for production. Seller will provide written documentation of any Supplier notices of cost increase, upon request. If Buyer rejects or does not timely approve the change order request to maintain the job schedule, Buyer and/or Seller may terminate the affected part of this Agreement for convenience, in writing, with ten business day notice following Buyers' rejection of, or failure to approve, the change order. If terminated, Buyer shall pay Seller for all costs incurred in performance of the contract, plus a prorated percentage of the Seller's profits based on the percent of completion, up to the date of termination

Door ID	Description	UOM	Quantity	Unit Price	Line Total
	OPER KIT,GHXXH,3/4HP,3PH,RS	EA	6.00	1,623.59	9,741.54
	hood plates	EA	6.00	75.73	454.38
	2 wire edge with take up reel	EA	6.00	300.23	1,801.38
	take up reel	EA	6.00	77.51	465.06
	scissor lift	EA	1.00	1,135.88	1,135.88
	wire 18ga 6- wire-PLN	FT	1,000.00	0.56	560.00



General Office
 825 Sandy Lake Rd., Ste #100 • Coppell, TX 75019
 Dallas 214-388-8707 • Fort Worth 972-263-6414
 Fax 214-388-6502
 DHPaceTexas.com • DoorControlServices.com



PROPOSAL

Order # 60587
 Quote Name Precinct #2-maintenance bay operato
 Requested By Burciaga, Bridgette
 Estimator Doug Short

Date 10-15-2024

LABOR	HR	50.00	273.00	13,650.00
Fasteners, and bracketing.	EA	1.00	302.90	302.90
genie drive sprocket	EA	6.00	189.31	1,135.86
bond cost	EA	1.00	200.03	200.03
			Option Total	29,447.03

0.00% Tax 0.00

Total [USD] 29,447.03

PROPOSAL - SELLER

Doug Short 10-15-2024
 Name Date

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. B3304075

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

D. H. Pace Company, Inc.
825 West Sandy Lake Road, Suite #100
Coppell, TX 75019

SURETY (Name and Principal Place of Business):

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

OWNER (Name and Address):

Tarrant County
100 E Weatherford, Suite 506
Fort Worth, TX 76196-0103

CONSTRUCTION CONTRACT

Date:

Amount: (\$29,447.03) Twenty Nine Thousand Four Hundred Forty Seven Dollars and 03/100

Description (Name and Location): Precinct #2 SE Maintenance, 1203 Kennedale Pkwy, Kennedale, TX 76060 - Bid No. F2024151 - Order #60587 Overhead Doors

BOND

Date (Not earlier than Construction Contract Date): November 5, 2024

Amount: (\$ 29,447.03) Twenty Nine Thousand Four Hundred Forty Seven Dollars and 03/100

Modifications to this Bond: [X] None [] See Page 6

CONTRACTOR AS PRINCIPAL Company:

D. H. Pace Company, Inc.

Signature:

Name and Title: Michael Decker

SURETY

Company:

The Cincinnati Insurance Company

Signature:

Name and Title: Kelly R Watson Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER:

The Robert E Miller Insurance Agency Inc
903 E 104th Street, Suite 800
Kansas City, MO 64131
816-333-3000

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

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 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.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 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. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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:

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint Kelly R Watson its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

Surety Bond Number: B3304075
Principal: D. H. Pace Company, Inc.
Obligee: Tarrant County

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

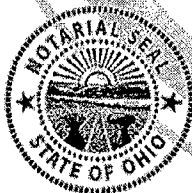


STATE OF OHIO)
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Vetter

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 5th day of November, 2024.



Ed H.



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. F2024151 - Annual Contract for Overhead Door and Bi-Fold Door Preventative Maintenance and Repair - Precinct 2 Southeast Maintenance Center - D.H. Pace Company, 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.
