



91

C.O.#139966

COMMISSIONERS COURT  
COMMUNICATION

REFERENCE NUMBER \_\_\_\_\_

PAGE 1 OF 7

DATE: 12/13/2022

SUBJECT: **BID NO. 2022-081 - ANNUAL CONTRACT FOR CARPET, TILE, AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES - FACILITIES MANAGEMENT - GOMEZ FLOOR COVERING, INC. D/B/A GFC CONTRACTING - \$49,786.00**

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

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court accept payment bond for Bid No. 2022-081, Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services, for Facilities Management, from Gomez Floor Covering, Inc. d/b/a GFC Contracting, for \$49,786.00.

**BACKGROUND**

On March 22, 2022, the Commissioners Court, through Court Order #137773, awarded Bid No. 2022-081, Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services, for Facilities Management, to the following vendors:

Primary	Gomez Floor Covering, Inc. d/b/a GFC Contracting
Secondary	Jenkins Contract Flooring, LLC
Alternate	Dallas Pro Painting and Drywall, LLC

The quote received from Gomez Floor Covering, Inc. d/b/a GFC Contracting meets all requirements and is acceptable to Facilities Management.

Gomez Floor Covering, Inc. d/b/a GFC Contracting will provide supervision, labor, equipment, and material to install flooring at the Scott D. Moore Juvenile Justice Center. The payment bond is part of the requirements in order for the contractor to begin work.

**FISCAL IMPACT**

Funding in the amount of \$49,786.00 is available in account 569011/45100-2023/3110309000.

SUBMITTED BY: Purchasing

PREPARED BY: Roger D. Fuller  
APPROVED BY: Chris Lax, CPSM, CPSD, CPCP





## 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. 2022-081 - Annual Contract for Carpet, Tile, and Miscellaneous Flooring Materials and Services - Facilities Management - Gomez Floor Covering, Inc. d/b/a GFC Contracting - \$49,786.00

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.

\*\*\*\*\*



# PROPOSAL

GFC #: 22JC912

RFB 2022-081



Your Floor Covering and Building Renovation Specialists

Contact: Bobby Coldiron

Company: Gomez Floor Covering, Inc.  
1130 Inwood Road  
Dallas, Texas 75247

Date: 10/13/2022

Phone: 214-905-1901

Fax: 214-905-1904

E-mail: [bobbyc@gomezfc.com](mailto:bobbyc@gomezfc.com)

Contact: Josh Palmer

Contact:

Company: Tarrant County  
Address:

Project: Juvenile Office Carpet  
Address:

Phone:

Phone:

Email:

Email:

Quantity	Unit	Item Description	Unit Price	Extension
1225	sy	Tarkett Substance Color Clerestory Carpet Tile	\$ 29.00	\$ 35,525.00
2520	lf	RFB 11 - Furnish & Install 4" Cove Base Color TBD	\$ 1.55	\$ 3,906.00
1225	sy	RFB 1 - Carpet Installation	\$ 4.00	\$ 4,900.00
40	ea	RFB 27 - Ardex Feather Finish - Furnish & Install	\$ 48.00	\$ 1,920.00
80	gal	RFB 36 - Carpet Tile Adhesive	\$ 25.00	\$ 2,000.00
35	gal	RFB 40 - Cave Base Adhesive	\$ 21.00	\$ 735.00
1	ea	Bond	\$ 800.00	\$ 800.00
			<b>Subtotal</b>	<b>\$ 49,786.00</b>
			<b>Sales Tax</b>	
			<b>Total</b>	<b>\$ 49,786.00</b>

Exclusions: 1) Overtime Labor, 2) Protection of Finished Floor Covering, 3) Replacement of Floor Covering Damaged by Others,  
4) Substrate affected by Moisture 5) Bonding 6) Major Floor Prep. 7). Attic Stock. 8) Furniture Moving



# SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042  
(713) 812-0800

## TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.: 4460103

KNOW ALL MEN BY THESE PRESENTS:

THAT, Gomez Floor Covering, Inc. dba GFC Contracting (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Tarrant County (hereinafter called the Oblige), in the amount of Forty-Nine Thousand Seven Hundred Eighty-Six Dollars ( \$49,786.00 ) for the payment whereof, 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 Oblige, dated the 10th day of October, 2022 for 22JC-912 Tarrant County Juvenile Office Expansion, which contract is hereinafter referred to as the "Contract."

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 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 limitations of said Chapter 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 21st day of October, 2022.

Principal: Gomez Floor Covering, Inc. dba GFC Contracting

By: 

Surety: SureTec Insurance Company

By: 

John C Brzezinski, Attorney-in-Fact

*The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information*





# SureTec Insurance Company

## IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.texas.gov>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

---



## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Michael J. Sachse, Kevin B. Semtner, John C. Brzezinski, Phillip Quintanilla, Krystal Wied, Michele Esquivel

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such Instrument executed hereunder shall not exceed the sum of:

Twenty Million and 00/100 Dollars (\$20,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of April, 2022.

SureTec Insurance Company

By:

Michael C. Kelmig, President



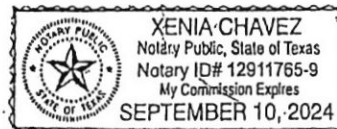
By:

Undey Jennings, Vice President

State of Texas  
County of Harris:

On this 15th day of April, 2022 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:

Xenia Chavez, Notary Public  
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of October, 2022.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary



<p><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b></p>
--

---

**FORCE MAJEURE RIDER**

---

The obligations of the Surety and Principal under the Bond or Bonds to which this Rider is annexed are subject to the following limitations and conditions, to wit: that, it is a condition precedent to their liability hereunder that the contractual obligation (the contract or subcontract, as the case may be, being referred to in this Rider as the "Contract") between the Principal and the Obligees underlying this Bond includes (or shall be considered amended to include) a *Force Majeure* exclusion holding that the Principal and its Sureties shall not be held liable under this Bond or under the Contract for any impacts, delays, defaults, or damages related to Principal's work arising from, or related to epidemics, pandemics, medical emergencies, supply line interruptions, or natural disasters impacting the work required by the Contract, regardless of where such events occur, acts of God, terrorism, war, acts of government or administrative suspension, limitation, or shut-down, or the direct or indirect consequences or aftermath of any of the foregoing, and the Contract further provides that the Principal shall be entitled to an extension of the Contract Time and an equitable adjustment of the Contract Price, as a result of any of the exclusions heretofore cited. In the event the provisions for *force majeure*, time extensions, or equitable adjustment for time and money are more favorable to Principal in the Contract, than in this Rider, the more favorable shall apply.

