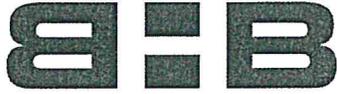


RFB 2023-028 Replace Rooftop Multi-Zone Units

**Award**

	<b>Endur Contractors, LLC Fort Worth, TX HUB - Yes</b>	Infinity Contractors International LTD. Fort Worth, TX HUB - No	Bernhard MCC, LLC Irving, TX HUB - No	Haynes-Humphrey Carrollton, TX HUB - Yes
Item	Price	Price	Price	Price
Materials	<b>\$ 6,715,895.00</b>	\$ 6,461,234.00	\$ 6,630,828.00	\$ 11,258,224.00
Services	<b>\$ 817,954.00</b>	\$ 1,893,169.00	\$ 2,309,811.00	\$ 1,844,396.00
Required Bonds	<b>\$ 125,441.00</b>	\$ 71,629.00	\$ 89,406.00	\$ 28,180.00
<b>TOTAL</b>	<b>\$ 7,659,290.00</b>	\$ 8,426,032.00	\$ 9,030,045.00	\$ 13,130,800.00
Earliest Start Date	<b>5/22/2023</b>	1/10/2023	6/1/2023	11/1/2023
Total Calendar Days to Complete	<b>70 Days</b>	340 days from NTP	65 Days	180 Days
Alternate 1 - After Hours	<b>\$ 390,641.00</b>	\$ 37,676.00	no cost	\$ 167,227.00
Alternate 1 - Bond Fee	<b>\$ 6,908.00</b>	\$ 245.00	no cost	\$ 1,128.00
Alternate 1 - Additional Days to Complete Work	<b>none</b>	none	none	60 days
<b>GRAND TOTAL (including Alt 1)</b>	<b>\$ 8,056,839.00</b>	\$ 8,463,953.00	\$ 9,030,045.00	\$ 13,299,155.00



**BAIRD, HAMPTON & BROWN**

building partners

January 17, 2023

Elizabeth Pietzsch, MBA, CPCM  
Senior Contracts Administrator - Construction  
Tarrant County Purchasing  
100 E Weatherford, Suite 303  
Fort Worth, Texas 76196-0104

**RE: BID 2023-028 RESOURCE CONNECTION – REPLACE ROOFTOP MULTIZONE UNITS  
BHB PROJECT NUMBER 2021.010.045**

Elizabeth,

Following the bidding and scope review meeting held with Endur Contractors, LLC on January 13, 2023, with the clarifications received and agreed to during the meeting, I recommend that the County accept their bid, and proceed with Endur Contractor, LLC to accomplish the Work as stated for the project in the contract documents.

Sincerely:

**BAIRD, HAMPTON & BROWN**

**Les Brown, PE, LEED AP**  
Senior Associate  
Senior Mechanical Engineer

THE STATE OF TEXAS   § Agreement for Endur Contractors, LLC  
COUNTY OF TARRANT   § RFB 2023-028

This Agreement is by and between Tarrant County, Texas (the "Owner"), and Endur Contractors, LLC (the "Contractor"). In consideration of the mutual promises and agreements contained herein, the Owner and Contractor agree as follows:

1. The Contractor will perform the work required by and described in the Contract Documents listed in Section 8 below of the Agreement, generally titled "Replace Rooftop Multi-Zone Units" (the "Project"). The Contractor will complete the Project no later than seventy (70) calendar days after the agreed upon start date.
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances, equipment, and materials necessary for the completion of the Project in accordance with the drawings and specifications prepared by Baird, Hampton & Brown and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. The Contractor hereby agrees and binds itself to commence work within ten (10) days after "Notice to Proceed" issued by Tarrant County.
4. **Total Contract Price:** The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of eight million fifty-six thousand eight hundred thirty-nine dollars (\$8,056,839.00). The Total Contract Price consists of the following components:

Materials	\$ 6,715,895.00
Services	\$ 817,954.00
Required Bonds	\$ 125,441.00
<b>Sub-Total</b>	<b>\$ 7,659,290.00</b>
Alternate No. 1 (after hours)	\$ 390,641.00
Additional Bond Cost	\$ 6,908.00
<b>Total Contract Price</b>	<b>\$ 8,056,839.00</b>

5. Based upon applications for payment submitted to Tarrant County Facilities Management by Contractor, the Owner will make progress payments on account of the Total Contract Price to the Contractor as follows:

There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.

6. TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS

IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.

7. **Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
8. The Contract Documents consist of the following:
- This Agreement
  - Request for Bid 2023-028 Volume I Bidding Documents
  - Request for Bid 2023-028 Volume II Technical Specifications
  - Baird, Hampton & Brown Document Drawings
  - Endur Contractors, LLC response to RFB 2023-028with Attachment dated 1-9-23 pages 1-3 removed & replaced with Attachment dated 1-17-23, pages 1-3
  - Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

COUNTY OF TARRANT  
OWNER

ENDUR CONTRACTORS, LLC  
CONTRACTOR

\_\_\_\_\_  
(SIGNATURE)

  
(SIGNATURE)

BY: Tim O'Hare

BY: Loren Todd Rodriguez

TITLE: County Judge

TITLE: President

Date: \_\_\_\_\_

Date: 1/20/2023

\*Approved as to Form:

Certification of Funds Available  
in the Amount of \$8,056,839.00

  
Criminal District Attorney's Office

\_\_\_\_\_  
S. Renee Tidwell  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



January 17, 2023

Quote # C-01-04-23

Page 1 of 3

ATTN: Tarrant County Purchasing Department

Re: Tarrant County Relace Rooftop Multi-Zone Units

Purchasing,

Please find enclosed our cost proposal for fabrication and installation of Tarrant County Relace Rooftop Multi-Zone Units scope

**Bid Documents of Reference:**

Drawings-Dated 10/20/22

Specs- Volume 2- Technical Specifications RFB-2023-028

**Mechanical Scope of Work**

**Drawings of Reference: G0-1**

- ◆ We have included all Demo and removal of controls, electrical, piping, ductwork and existing RTUs as illustrated
- ◆ We have included the following Equipment as scheduled. We will be providing CME RTUs. We can provide pricing for the other approved specified RTUI brands if requested. No other alternate has been priced based on spec requirements
  - 25 CME RTUs with condensers
- ◆ We have included factory start up and warranty for new RTUs as specified
- ◆ We have excluded Test and Balance as Required/Specified
- ◆ We have included controls provided by Enviromatic
- ◆ We have included all electrical requirements for new RTUs
- ◆ We have included temporary cooling for each building as the existing RTUs are replaced and new RTUs installed
  - We assume 30 1.2 ton spot coolers per building based on square footage of each building
- ◆ We have included a crane to remove existing and set new RTUs
  - See attached photos of proposed crane locations for set up.
  - We assume a space will be provided to store crane (i.e. an empty parking lot, or space large enough) to keep crane on site to minimize mobilization and demobilization costs.
  - See add below, if space cannot be provided and the crane must travel to and from jobsite per mobilization
- ◆ We have included evacuation and disposal of refrigerant from existing units
- ◆ Provide and install new piping, valves, and fittings (as illustrated/specified) for the followings systems
  - Condensate
    - Type M Hard Copper Pipe and DWV Pattern Pro Press Fittings
  - Gas
    - Steel Pipe and Malleable Iron Threaded Fittings



January 17, 2023

Quote # C-01-04-23

Page 2 of 3

1. General Conditions items assumed if not specifically communicated in bid documents
  - a. Onsite parking for employees and supervisors is assumed
  - b. 40-hour work weeks during normal work hours. See Alternate pricing for Night/Weekend work
2. Sales Tax has been excluded

**Schedule:**

1. General Conditions are based on duration of 3 Months basis upon project Schedule
  - a. See attached schedule with proposed durations



January 16, 2023

Quote # C-01-04-23

Page 3 of 3

**Pricing Summary:**

Base Scope		\$7,659,290
Alternate for Weekend/ Night Work		\$8,056,839
	TAX	EXCLUDED
<b>TOTAL</b>		

\*All Sales Tax has been excluded- contingent upon TAX exempt Certificate provided by customer. In lieu of Owner Provided Tax Exempt Certificate, 8.25% TX Sales Tax will be applied accordingly to Final Pricing.

Pricing valid for 90 days from date on top

Endur Contractors LLC. reserves the right to negotiate certain terms and conditions of the Owner’s contract requirements. Endur Contractors LLC will agree to indemnify and hold harmless the Owner for damages suffered by it because of the fault or negligence of Endur Contractors LLC, its employees and agents only.

We appreciate the opportunity to provide our services and look forward to working with you.  
Sincerely,

*Andrew Villanueva*

Andrew Villanueva  
Endur Contractors LLC  
[avillanueva@endurcompanies.com](mailto:avillanueva@endurcompanies.com)  
M210.629.2640



**REPLACE ROOFTOP MULTI-ZONE UNITS**



**STATUTORY PAYMENT BOND PURSUANT TO  
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

(Penalty of this bond must be 100% of Contract Amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, Endur Contractors, LLC  
(hereinafter call the "Principal"), as Principal, and Great American Insurance Company

a corporation organized and existing under the laws of the State of Ohio, with its principal office in the City of Cincinnati (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Tarrant County, Texas

(hereinafter called the "Obligee"), in the amount of Eight Million Fifty Six Thousand Eight Hundred Thirty Nine and 00/100 Dollars (\$ 8,056,839.00 ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly, severally, and firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the 31<sup>st</sup> day of January, 20 23, to Replace Rooftop Multi-Zone Units  
RFB 2023-028

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

**REPLACE ROOFTOP MULTI-ZONE UNITS**

**SAMPLE PAYMENT BOND  
PUBLIC WORKS  
Page 2**

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if 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 the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

31<sup>st</sup> day of January, 2023

WITNESS

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
(If Individual or Firm)

ATTEST: Endur Contractors, LLC (Seal)

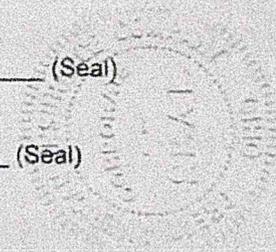
[Signature] (Seal)  
(Principal)

Genna Rios  
(If Corporation)

Great American Insurance Company (Seal)  
(Surety)

[Signature]  
Neira Hernandez, Witness

by [Signature] (Seal)  
Yamillec Ramos, Attorney-in-Fact





REPLACE ROOFTOP MULTI-ZONE UNITS

SAMPLE PERFORMANCE BOND  
PUBLIC WORKS  
Page 2

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be 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 to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 31<sup>ST</sup> day of January, 20 23.

WITNESS

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_  
(If Individual or Firm)

ATTEST: Endur Contractors LLC (Seal)

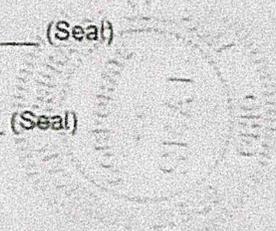
[Signature] (Seal)  
(Principal)

Genna Riso  
(If Corporation)

Great American Insurance Company (Seal)  
(Surety)

[Signature]  
Neira Hernandez, Witness

by [Signature] (Seal)  
Yamillec Ramos, Attorney-in-Fact



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Fifteen

No. 0 21865

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
John A. Aboumrad	Russ Frenzel	All
Blaine Allen	Michael B. Hill	\$100,000,000
Brant Baldwin	Chandler Nazzari	
Brock Baldwin	Cynthia Alford	
William D. Baldwin	Yamillec Ramos	
Brady K. Cox	Lorana Gutierrez	
	All of Dallas, Texas	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of December 2022



*Atty L C B*  
Assistant Secretary

*Mark V Vicario*  
Divisional Senior Vice President

MARK VICARIO (877-377-2409)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27th day of December, 2022

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_



*Atty L C B*  
Assistant Secretary

## **IMPORTANT NOTICE**

### **TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

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, Texas 78714-9104  
Fax No. (512) 475-1771**

### **PREMIUM or CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

### **Notice of Applicability of Chapter 2253 of the Texas Government Code**

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.