

RFP 2023-077 Tarrant County Corrections Center Building Automation (BAS) Replacement Project

Evaluation Criteria	Max Points	Award Enviromatic Systems of Fort Worth, Inc. Grand Prairie, TX HUB - No
Price	30	30.00
Company Experience with Similar Projects	10	5.80
Personnel Experience	5	3.20
Previous Project Experience with Smoke Control/Purge System	20	12.40
Previous Project Experience with Projects Located in City of Fort Worth	5	3.00
Proposed Schedule Breakdown	5	3.20
Description of Proposed System Equipment	10	6.24
Implementation of System Updates	5	3.20
References	10	5.52
Total	100	72.56

THE STATE OF TEXAS § Agreement for Tarrant County Corrections Center
 Building Automation System (BAS) Replacement Project
COUNTY OF TARRANT § RFP 2023-077

This Agreement is by and between Tarrant County, Texas (the "Owner"), and Enviomatic Systems of Fort Worth, Inc. (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 "Tarrant County Corrections Center Building Automation System (BAS) Replacement Project" (the "Project"). The Contractor will complete the Project no later than three hundred ninety (390) 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 two million seven hundred ten thousand four hundred forty-one dollars (\$2,710,441,00). The Total Contract Price consists of the following components:

Materials	\$ 1,275,473.00
Services	\$ 1,405,114.00
Required Bonds	\$ 29,854.00
Total Contract Price	\$ 2,710,441.00

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 Proposal 2023-077 Volume I Bidding Documents
- Request for Proposal 2023-077 Volume II Technical Specifications
- Request for Proposal 2023-077 Addendums 1 and 2
- Baird, Hampton & Brown Document Drawings
- Enviormatic Systems of Fort Worth, Inc. response to RFP 2023-077
- 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

ENVIRONMATIC SYSTEMS OF
FORT WORTH, INC.

OWNER

CONTRACTOR

(SIGNATURE)



(SIGNATURE)

BY: Tim O'Hare

BY: Sid Ellis, Jr.

TITLE: County Judge

TITLE: President

Date: _____

Date: 4-11-23

*Approved as to Form:

Certification of Funds Available
in the Amount of \$2,710,441.00



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.



April 4, 2023

Gwen Peterson, C.P.M., A.P.P.
Senior Buyer
Tarrant County Purchasing
100 E Weatherford, Suite 303
Fort Worth, Texas 76196-0104

**RE: BID 2023-077 TARRANT COUNTY CORRECTIONS CENTER
BUILDING AUTOMATION SYSTEM (BAS) REPLACEMENT
BHB PROJECT NUMBER 2021.010.043**

Gwen,

Following the submittal of Proposals and then Scope Review meeting held with Enviromatic Systems on April 4, 2023, with the discussion and confirmation of the project scope items during the meeting, I recommend that the County accept their proposal, and proceed with Enviromatic Systems 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



TARRANT COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT

MICHAEL A. AMADOR
DIRECTOR

April 10, 2023

Gwen,

Tarrant County Facilities Management agrees to proceed with awarding Enviromatic Systems with RFP# 2023-077 Tarrant County Corrections Center Building Automation System (BAS) Replacement Project.

Sincerely:

Chad Raines

Chad Raines
Operations Manager
Tarrant County Facilities Management

**STATUTORY
PERFORMANCE
BOND**

(Texas Public Work)

Bond No. 46BCSIY4495

KNOW ALL MEN BY THESE PRESENTS, that Enviromatic Systems of Ft. Worth, Inc.

(hereinafter called the Principal), as Principal and Hartford Casualty 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
Two Million Seven Hundred Ten Thousand Four Hundred Forty One & 00/100

(\$2,710,441.00) 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 Tarrant County Corrections Center Building Automation System (BAS) Replacement Project

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 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.

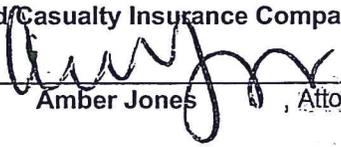
PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11 day of April, 2023.

(Principal)
Enviromatic Systems of Ft. Worth, Inc.

By:  _____

Hartford Casualty Insurance Company

By:  _____
Amber Jones, Attorney-in-fact

**STATUTORY
PAYMENT BOND**

(Texas Public Work)

Bond No.: 46BCSIY4495

KNOW ALL MEN BY THESE PRESENTS, that Enviromatic Systems of Ft. Worth, Inc.

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

(hereinafter called the Obligor), as Obligor, in the amount of Two Million Seven Hundred Ten Thousand Four
Hundred Forty One & 00/100

(\$2,710,441.00) 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 Obligor, dated the _____ day of _____
to Tarrant County Corrections Center Building Automation System
(BAS) Replacement Project

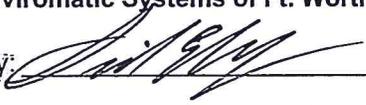
which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein.

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.

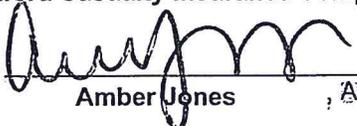
PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government
Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the
same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11
day of April 2023

(Principal)
Enviromatic Systems of Ft. Worth, Inc.

By: 

Hartford Casualty Insurance Company

By: 
Amber Jones, Attorney-in-fact

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: WEBER GROUP ADVISORS

Agency Code: 46-508894

- 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** :

Julie Baumberger, Amber Jones, April Penny, Darrin J. Weber of DALLAS, Texas .

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 _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

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) (company) (agent or 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.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Producer Compensation Notice



You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.