

RFB 2023-144 Plaza Building Chiller Replacement

Award

	Endur Contractors, LLC Fort Worth, TX HUB - Yes	Haynes - Humphrey, A Joint Venture Carrollton, Texas HUB - Yes	CEC Facilities Group Irving, Texas HUB - No
Item	Price	Price	Price
Materials	\$ 1,733,110.00	\$ 2,117,281.00	\$ 2,567,817.00
Services	\$ 789,846.00	\$ 705,760.00	\$ 571,863.00
Required Bonds	\$ 25,230.00	\$ 33,763.00	\$ 40,320.00
TOTAL	\$ 2,548,186.00	\$ 2,856,804.00	\$ 3,180,000.00
Earliest Start Date	11/1/2023	26 weeks from Submittal Approval	11/27/2023
Total Calendar Days to Complete	263	90	329
Alternate 1 - After Hours	No additional cost, included in base bid	\$ 72,460.00	\$ 29,353.00
Alternate 1 - Bond Fee	No additional cost, included in base bid	\$ 3,623.00	\$ 305.00
Alternate 1 - TOTAL	No additional cost, included in base bid	\$ 76,083.00	\$ 29,658.00
Alternate 1 - Additional Days to Complete Work	0	0	7
GRAND TOTAL (including Alt 1)	\$ 2,548,186.00	\$ 2,932,887.00	\$ 3,180,000.00

RFB 2023-144 Plaza Building Chiller Replacement

	Infinity Contractors International LTD. Fort Worth, Texas HUB - No	DMI Corp. Cedar Hill, Texas HUB - No	R.E.C Industries, Inc. Bryan, Texas HUB - No
Item	Price	Price	Price
Materials	\$ 2,154,851.00	\$ 2,686,581.00	\$ 2,315,000.00
Services	\$ 973,302.00	\$ 976,610.00	\$ 1,414,000.00
Required Bonds	\$ 47,710.00	\$ 39,611.00	\$ 48,000.00
TOTAL	\$ 3,175,863.00	\$ 3,702,802.00	\$ 3,777,000.00
Earliest Start Date	2/1/2024	30 Days from NTP	7/10/2023
Total Calendar Days to Complete	130	440	365
Alternate 1 - After Hours	\$ 221,919.00	\$ 188,305.00	\$ 137,000.00
Alternate 1 - Bond Fee	\$ 1,914.00	\$ 41,420.00	\$ 1,700.00
Alternate 1 - TOTAL	\$ 223,833.00	\$ 229,725.00	\$ 138,700.00
Alternate 1 - Additional Days to Complete Work	21	125	0
GRAND TOTAL (including Alt 1)	\$ 3,399,696.00	\$ 3,932,527.00	\$ 3,777,000.00

THE STATE OF TEXAS § Agreement for Plaza Building Chiller Replacement
COUNTY OF TARRANT § RFB 2023-144

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 "Plaza Building Chiller Replacement" (the "Project"). The Contractor will complete the Project no later than two hundred sixty-three (263) 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 Summit Consultants, Inc. 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 five hundred forty-eight thousand one hundred eighty-six dollars and no cents (\$2,548,186.00). The Total Contract Price consists of the following components:

Materials	\$ 1,733,110.00
Services	\$ 789,846.00
<u>Required Bonds</u>	<u>\$ 25,230.00</u>
Total Contract Price	\$ 2,548,186.00

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 Bid 2023-144 Volume I Bid Documents
- Request for Bid 2023-144 Volume II Technical Specifications
- Summit Consultants, Inc. Document Drawings
- Endur Contractors, LLC response to RFB 2023-144
- 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

(SIGNATURE)

BY: Tim O'Hare

TITLE: County Judge

Date: _____

ENDUR CONTRACTORS, LLC
CONTRACTOR


(SIGNATURE)

BY: Loren Todd Rodriguez

TITLE: President

Date: 07.06.2023

*Approved as to Form:

Certification of Funds Available
in the Amount of \$2,548,186.00


Criminal District Attorney's Office

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.



DALLAS+FORT WORTH
WWW.SUMMITMEP.COM
TELEPHONE: 817-878-4242

June 21, 2023

Ms. Elizabeth A. Pietzsch
Purchasing Agent
Tarrant County
100 East Weatherford Street
Fort Worth, TX 76196

re: Plaza Building Chiller Replacement RFB No. 2023-144
Approval of Low Bidder
Endur Contractors, LLC

Dear Elizabeth:

Summit Consultants has reviewed the bid and back-up supporting materials submitted by Endur Contractors, LLC for the above referenced Tarrant County project. We also participated in the June 20, 2023 scope review meeting with Endur Contractors.

Based on our review of the materials submitted and the thorough answers provided by Endur to all the questions during the scope review meeting, it is our belief Endur Contractors understands the scope of work shown in the contract documents as well as the constraints posed by the building site. Summit Consultants recommends Tarrant County enter into an agreement with Endur Contractors for the Plaza Building Chiller Replacement project for their bid amount of \$2,548,186.00 with total completion time of 263 days.

Sincerely,

A handwritten signature in black ink, appearing to read "Kerry McLeroy", is written over a horizontal line.

Summit Consultants, Inc.

Kerry McLeroy, PE

PLAZA BUILDING CHILLER REPLACEMENT

**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
Two million Five Hundred Forty-Eight Thousand one Hundred Eighty-Six Dollars and No Cents Dollars (\$ 2,548,186.00) 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
12th day of July, 20 23, to Plaza Building Chiller Replacement
RFB 2023-144

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

PLAZA BUILDING CHILLER REPLACEMENT

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 12th day of July, 20 23

WITNESS

Genna Riise
(If Individual or Firm)

(Seal)

(Seal)

ATTEST:

Endur Contractors LLC (Seal)

[Signature] (Seal)
(Principal)

(If Corporation)

Great American Insurance Company (Seal)
(Surety)

[Signature]
Luis Salinas, Witness

by [Signature] (Seal)
Brady K. Cox, Attorney-in-Fact

PLAZA BUILDING CHILLER REPLACEMENT

**STATUTORY PERFORMANCE 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
Two million Five Hundred Forty-Eight Thousand one Hundred Eighty-Six Dollars and No Cents Dollars (\$ 2,548,186.00). For the payment
whereof, the said Principal and Surety bond 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
12th day of July, 20 23, to
Plaza Building Chiller Replacement
RFB 2023-144

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

PLAZA BUILDING CHILLER REPLACEMENT

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 12th day of July, 2023.

WITNESS

(Seal)

(Seal)
Glenna Riise
(If Individual or Firm)

ATTEST:

Endur Contractors LLC (Seal)
[Signature] (Seal)
(Principal)

(If Corporation)

Great American Insurance Company (Seal)
(Surety)
[Signature] by [Signature] (Seal)
Luis Salinas, Witness Brady K. Cox, 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	Veronica Ramos	\$100,000,000
Brent Baldwin	Neira Hernandez	
Brock Baldwin	Kirsten Ortiz	
William D. Baldwin	Cynthia Alford	
Brady K. Cox	Yamillec Ramos	
	Lorena 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.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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. BERAHA, 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



Steph L. C. B.

Assistant Secretary



**Great American Insurance Company of New York
Great American Alliance Insurance Company
Great American Insurance Company**

IMPORTANT NOTICE:

To obtain information or 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 at:

P.O. Box 149104
Austin, TX 78714-9104
FAX: 1-512-475-1771

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address: Great American Insurance Company
P.O. Box 2119
Cincinnati, Ohio 45202

Physical Address: Great American Insurance Company
301 E. Fourth Street
Cincinnati, Ohio 45202

You may also contact the Great American Insurance Company Claim office by:

Fax: 1-888-290-3706
Telephone: 1-513-369-5091
Email: bondclaims@gaic.com

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning 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 BOND:

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