



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____
PAGE 1 OF 6
DATE: 11/19/2024

SUBJECT: **BID NO. 2022-031 - ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES - PRECINCT 1 - RELIABLE PAVING, INC.**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court accept payment bond for Bid No. 2022-031, Annual Contract for Various Concrete Services, for Precinct 1, with Reliable Paving, Inc. for \$32,450.00.

BACKGROUND

On January 4, 2022, the Commissioners Court, through Court Order #137181, awarded Bid No. 2022-031, Annual Contract for Various Concrete Services, Countywide, to Reliable Paving, Inc.

On December 6, 2022, the Commissioners Court, through Court Order #139852, approved the first renewal option.

On October 3, 2023, the Commissioners Court, through Court Order #141889, approved the second and final renewal option.

Proposal #91108 received from Reliable Paving, Inc. meets all specifications and is acceptable to Precinct 1. Reliable Paving, Inc. will provide all labor, materials, and equipment to install 30" single-barrel headwalls at 5901 Bennett Lawson Road.

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 \$32,450.00 is available in account 26100-2025 Road and Bridge/6110300000 Precinct 1 Maintenance/558091 Cement and Concrete.

SUBMITTED BY	Purchasing	PREPARED BY:	Julian Cano
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PAYMENT BOND

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

(McGregor Act-Public Works)

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

Bond No. 101265575

KNOW ALL PERSONS BY THESE PRESENTS:

That, Reliable Paving, Inc.

(hereinafter called the Principal), as Principal, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, (hereinafter called the Surety), as Surety are held and firmly bound unto Tarrant County Precinct One

(hereinafter called the Obligee) in the amount of Thirty-Two Thousand Four Hundred Fifty and 00/100
Dollars (\$32,450.00),

for the payment whereof, the 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 written contract with the Obligee, dated the _____ day of _____, to 30" Single Barrell Headwalls at Lawson Road
Proposal No. 91108

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

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

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 20th day of September, 2024.

Witness (if Individual or Firm) or Attest (if Corporation) Reliable Paving, Inc.

Ed Larson, President of Administration By: [Signature] (Seal)

Countersigned, if required:

Merchants Bonding Company (Mutual)
By: [Signature] (Seal)
Mikaela Peppers, Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don E Cornell; Josh Saunders; Kelly A Westbrook; Mikaela Peppers; Ricardo J Reyna; Robbi Morales; Sophie Hunter; Tina McEwan; Tonie Petranek

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

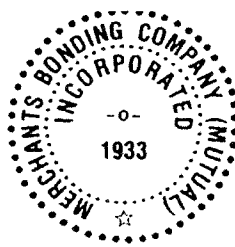
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



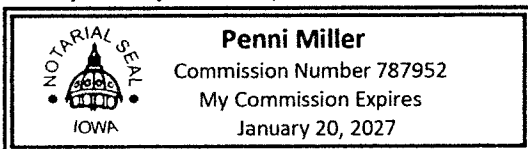
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

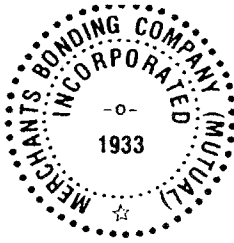


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of September, 2024.



Elisabeth Sandersfeld
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

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: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent 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.

RELIABLE PAVING INC

1903 PEYCO DR N
ARLINGTON, TX 76001

Voice: (817)467-0779

Fax:

PROPOSAL

Proposal Number: 91108
Proposal Date: Sep 20, 2024
Complete By: Oct 19, 2024
Page: 1

To:

Tarrant County Precinct # 1
800 E. Crowley Rendon Road
Burleson, TX 76028

Ship To:

Doug Kelly - 817 371 0419
30" Single Barrell Headwalls
5901 Bennett Lawson Road
Mansfield, TX

Customer ID	PO Number	Sales Rep Name
Tarrant County Preci		Steven Lancaster
Customer Contact	Shipping Method	Payment Terms
	Airborne	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		Priced in Accordance with 2022-031 Annual Contract for Various Concrete Services		
2.00		Item #1 -2 of Headwalls, Single Barrell 30"	6,600.00	13,200.00
7.00		Item #19 - Turnkey Misc Material. Additional Concrete installed by the CY for Additional wingwalls and footings	1,380.00	9,660.00
160.00		Item#20 - Labor Rates for Misc Concrete Services - Regular Hourly. 4 workers for 4 days for 10 hours/ day	55.00	8,800.00
1.00		Bond cost if required	790.00	790.00
		Tarrant County to perform all Bulk Excavation and Backfill		
		Tarrant County to provide Traffic Control Equipment		
		Excludes Cost of Bonds, Permits or Testing		
		No Sales Tax on Tarrant County Projects		
Subtotal				32,450.00
Sales Tax				
Freight				0.00
TOTAL PROPOSAL AMOUNT				32,450.00



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. 2022-031 - Annual Contract for Various
Concrete Services - Precinct 1 - Reliable Paving, 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.
