



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 144862

PAGE 1 OF 6

DATE: 3/11/2025

SUBJECT: BID NO. F2025015 - 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. F2025015, Annual Contract for Various Concrete Services, for Precinct 1, from Reliable Paving, Inc. for \$36,000.00.

BACKGROUND

On December 3, 2024, the Commissioners Court, through Court Order #144405, awarded Bid No. F2025015, Annual Contract for Various Concrete Services, Countywide, to Reliable Paving, Inc.

Proposal #91732 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 build headwalls for 36" reinforced concrete pipe at 4031 Burleson Retta Road, Burleson, TX.

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 \$36,000.00 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



RELIABLE

RETAIL | COMMERCIAL | INDUSTRIAL | SELF STORAGE | PAVING

1903 N. Peyco · Arlington, Texas 76001
Phone (817) 467-0779 · FAX (817) 467-9148

Proposal Number: 91732
Proposal Date: Jan 29, 2025
Page: 1

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

Doug Kelly
Headwalls for 36" RCP
4031 Burleson Retta Road
Burleson, TX

Description	Amount
pricing Based on Bid No. F2025015, Annual Contract for Various Concrete Services	
Item 2.2 - Headwall, 2 of 1 Barrell for 36" Pipes @ \$ 8500.00 / EA	17,000.00
Item 5.1 - Unit Price for Additional Concrete for Apron and Foundations 5 CY @ \$ 1600.00 / CY	8,000.00
Item 5.3 - Labor Rate for Misc Concrete Services - Regular Hours 5 workers, 3 days at 10 Hrs / Day = 150 Hrs @ \$70.00 / Hr	10,500.00
Provision of Payment Bond if required	500.00
Excludes cost of Bonds, Permits or Testing	
No sales Tax charged on Tarrant County Projects	
Subtotal	36,000.00
Sales Tax	
TOTAL PROPOSAL AMOUNT	36,000.00

I. GENERAL TERMS

Unless Reliable and the customer have expressly agreed that a lump sum fixed price is to be paid, the customer understands that the above quoted sum and quantities are estimated only. If Reliable and the customer have not agreed to such a lump sum, the customer agrees to pay Reliable based upon stated prices and actual work performed.

Payment is due immediately upon receipt of Reliable's invoice. If Reliable has agreed to the payment of progress draws, then these payments shall be made weekly based on the percentage of work completed by Reliable the previous week.

If the work performed by Reliable continues for more than one month, then the customer agrees to make payments on or before the 10th day of the month, based on the work performed in the prior month. Such payments shall be based on the estimate of work performed.

All payments to Reliable Paving, Inc shall be made to 1903 N. Peyco Drive Arlington, TX 76001.

If the customer fails to remit payment by the due date, interest at the maximum rate allowed by law will accrue on the unpaid balance until the outstanding balance and interest are received by Reliable.

If Reliable is required to engage an attorney to collect amounts due hereunder, the customer shall be responsible for reasonable attorney's fees and the cost of collection.

The cost of City Permits (if applicable) are not included in the total cost and will be paid by the customer.

II. RESPONSIBILITIES

Reliable Paving, Inc is dedicated to serving you, the customer. Accordingly, all work is to be completed in a workmanlike manner according to standard practices. However, there are certain situations for which Reliable will not be responsible. Reliable will not be responsible for any delays in the completion of work due to labor strikes, inclement weather, acts of God, or any other events beyond the control of Reliable. Reliable is not responsible for the consequences of soil expansion or settlement.

The customer is responsible for the provision and maintenance of any necessary insurance.

The customer shall be responsible for locating, clearly identifying, and marking all buried utility lines and structures prior to Reliable beginning work. If the customer does clearly mark and identify all utility lines and structures, and Reliable damages any utility line or structure not clearly marked by the customer, Reliable shall be responsible for the repair costs associated with fixing the damages. Through the acceptance of this proposal, the customer agrees to indemnify and to hold Reliable harmless for all claims, including reasonable attorney's fees incurred by Reliable, arising out of or from any such damage to any utility line or structure not clearly marked by the customer. Please note that the State of Texas provides free line location services. This is available by calling 1-877-778-8111 or visiting www.texas611.org <<http://www.texas611.org>>

damages made at least 72 hours prior to any excavation.

Waiver of Consumer Rights: By executing this contract, the customer agrees to waive his or her rights under the Deceptive Trade Practices-Consumer Protection Act, Section 4. et seq., of the Texas Business & Commerce code.

III. COMPLETE AGREEMENT

Upon acceptance of this contract, Reliable and the customer agree and understand that this contract represents the full and complete agreement between the parties, including all terms and conditions set forth herein, and that no oral agreement supplements this contract in any way.

ACCEPTED, and made a part of this agreement, on this date, the _____ day of _____, 20____.

Reliable Paving, Inc dba Reliable Commercial Construction, signed by Shawn Lancaster
Note: This proposal may be withdrawn by us if not accepted within 15 days.

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. 101349551

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-Six Thousand and 00/100 Dollars (\$36,000.00),

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 Headwalls for 36" RCP at Burleson Retta Road
Proposal No. 91732
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 4th day of February, 2025.

Witness (if Individual or Firm) or Attest (if Corporation)

E. Larson, CEO

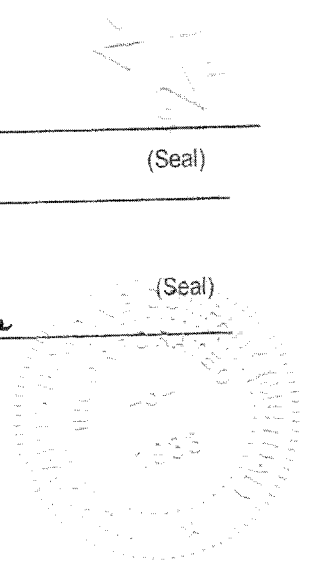
Reliable Paving, Inc.

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; Sophinie 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.

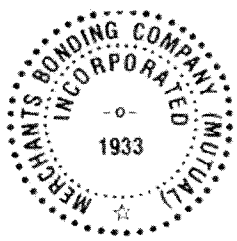
This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants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

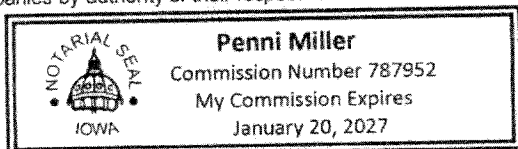


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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.

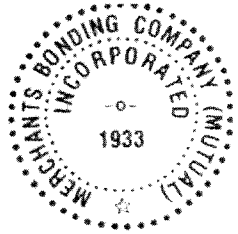


Penni Miller
Notary Public

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

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 4th day of February, 2025



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.



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. F2025015 - 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.
