

CONTRACT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

THIS AGREEMENT is made and entered into by and between the **CITY OF BURLESON, TEXAS**, a Texas home-rule municipality (the “CITY”) and **RELIABLE PAVING, INC.**, (the “VENDOR”).

WHEREAS, the CITY requires the services of VENDOR, who can provide concrete repair, paving, and various concrete services, including headwall repairs, safety end treatments, and concrete flatwork, such as drives, curbs, and sidewalks, such services being described in the Scope of Services made part of this Agreement as Exhibit “A”, attached hereto and incorporated herein, in the City of Burleson, Texas, and all extra work in connection therewith (the “SERVICES”); and

WHEREAS, the VENDOR has previously entered into a Contract dated January 5, 2022, with the TARRANT COUNTY, TEXAS in response to the TARRANT COUNTY, TEXAS Bid No. 2022-031 for SERVICES (the “CONTRACT”). A copy of the CONTRACT, Bid No. 2022-031, VENDOR’S Response, and amendments to the Contract are attached hereto as Exhibit “B”; and

WHEREAS, the CITY entered into an interlocal cooperative agreement with the TARRANT COUNTY, TEXAS, a county in the State of Texas on February 13, 1997; and

WHEREAS, Subchapter F of Chapter 271 of the Texas Local Government Code allows CITY to procure the goods and services under the CONTRACT without the necessity of seeking competitive bids or proposals otherwise required under state law; and

WHEREAS, the CITY desires to utilize the above referenced CONTRACT between the VENDOR and TARRANT COUNTY, TEXAS dated January 5, 2022, for SERVICES, and the VENDOR consents to the aforesaid utilization; and

WHEREAS, the CITY certifies that the SERVICES do not require the preparation of plans and specifications by an architect or engineer under current law.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. VENDOR affirms and ratifies the terms and conditions of the above-referenced CONTRACT and agrees to perform the services set forth therein for the CITY in accordance with the terms of the CONTRACT.

3. The CITY agrees to utilize the SERVICES of the VENDOR in the manner and upon the terms and conditions as set forth in the CONTRACT.
4. The total amount paid under this Agreement shall not exceed SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00). The max price amount is not an amount that is guaranteed to be paid under this Agreement, but the maximum amount that the CITY may pay to VENDOR under this Agreement for utilization of the SERVICES on an as needed basis.
5. This Agreement shall be effective on the date it is fully executed by the CITY and the VENDOR and shall terminate on November 17, 2025.
6. Except as otherwise stated herein, the terms and conditions of the CONTRACT shall form the basis of this Agreement with the CITY having the rights, duties and obligations of the TARRANT COUNTY, TEXAS thereunder. The CONTRACT is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the CONTRACT, then the terms, conditions and provisions of this Agreement shall control.
7. For and in consideration of the payment, agreements and conditions mentioned herein, and under the conditions expressed in the bonds herein, VENDOR hereby agrees to complete the construction of improvements set forth in the SERVICES.
8. The terms and conditions of the CONTRACT are modified, amended or supplemented as follows:

- a. The CONTRACT is supplemented as follows:

Section 7.a. - Bond Requirements. Prior to the commencement of the SERVICES, VENDOR shall deliver to the CITY the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the CITY:

- i. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this contract; and
- ii. A performance bond, solely for the protection of CITY, in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein.

- b. The CONTRACT is supplemented as follows:

Section 7.b. – Technical Specifications. In addition to the Technical Specifications set forth in the CONTRACT, VENDOR shall comply with the ordinances and design standards manual of the CITY.

- c. The CONTACT is supplemented as follows:

Section 7.c. – Indemnity.

VENDOR covenants and agrees to indemnify, hold harmless, and defend, at its own expense, the CITY, its officers, servants, and employees, from and against any and all claims arising out of, or alleged to arise out of, the work and services to be performed by the VENDOR, its officers, agents, employees, subcontractors, licensees, or invitees under this contract. This indemnification provision is specifically intended to operate and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, by an act, omission, or negligence of the CITY. This indemnity provision is intended to include, without limitation, indemnity for any and all costs, expenses, and legal fees incurred by the CITY in defending against such claims and causes of action.

VENDOR covenants and agrees to indemnify and hold harmless, at its own expense, the CITY, its officers, servants, and employees, from and against any and all loss of, damage to, or destruction of, property of the CITY, arising out of, or alleged to arise out of, the work and services to be performed by the VENDOR, its officers, agents, employees, subcontractors, licensees, or invitees under this contract. This indemnification provision is specifically intended to operate and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, by an act, omission, or negligence of the CITY.

- d. The CONTACT is supplemented as follows:

Section 7.d. - Indemnity for Intellectual Property. VENDOR hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and VENDOR agrees to indemnify and hold harmless the CITY for any and all costs, expenses, judgments, and damages which the CITY may have to pay or incur.

- e. The CONTRACT is supplemented as follows:

Section 7.e. – Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery:

SUPPLIER: Reliable Paving, Inc.
1903 N Peyco
Arlington, TX 76001

CITY:

City Manager
City of Burleson, Texas
141 West Renfro
Burleson, TX 76028

f. The CONTRACT is supplemented as follows:

Section 7.f. – Invoicing. All invoices are to be sent to the Finance Department of the CITY at finance@burlesontx.com as well as the Public Works Department of the CITY at publicworks@burlesontx.com.

9. This Agreement, with all exhibits, includes the entire agreement of the CITY and the VENDOR and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this contract agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF BURLESON, TEXAS

RELIABLE PAVING, INC.

By: _____

By: 

Printed Name: _____

Printed Name: CHARLES M. LONG

Title: _____

Title: C.E.O.

Date: _____

Date: 11/14/2024

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit “A”

Exhibit A



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

Proposal Number: 91334
 Proposal Date: Nov 13, 2024
 Page: 1

City of Burleson
 141 W. Renfro
 Burleson, TX 76028

Justin Schamhorst - 817 426 9644
 Street Paving Repairs
 Various Locations

Description	Amount
Pricing based on Tarrant County 2022-031 Annual Contract for Various Concrete Services Item 30 - Dowel in, Install #4 rebar @24" OC, Provide and Finish 5" 3600 Psi Concrete Driveway Paving. Includes Seal Joints. @ \$9.80 / SF Item 34 - Turnkey Concrete to increase Paving Thickness to 7" Requirement. @ \$590.00 / CY Item 26 - Curb and Gutters. As only mono curb is to be installed, charged at @ Reduced rate of \$5.00 / LF Provide Traffic control for 12 locations for Single Lane Closures at an average cost of \$2,725.00, per location Item 33 - Sawcut Demo and haul off at a discounted rate of \$3.00 / SF due to economy of scale Provision for Performance and Payment Bonds if required at a bonding rate of .85% Repairs will be carried out in accordance with the Unit rates contracted and the quantities completed for a sum NOT TO EXCEED \$700,000.00 The City of Burleson will Provide Flexible Base material to correct the grade where subsidence had occurred City of Burleson will provide quality control testing on concrete Excludes Provision of Erosion Control Devices and equipment No Sales Tax has been provided for and we are requesting the City to Provide us with a Tax Exempt Certificate Due to the economy of scale we are prepared to offer a rebate on Tarrant County contracted rates of up to 10%	700,000.00
Subtotal	700,000.00
Sales Tax	
TOTAL PROPOSAL AMOUNT	700,000.00

Exhibit “B”



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 5

DATE: 01/04/2022

SUBJECT: **BID NO. 2022-031 - ANNUAL CONTRACT FOR VARIOUS
CONCRETE SERVICES - COUNTYWIDE - RELIABLE PAVING,
INC. - PER UNIT PRICE AND HOURLY LABOR RATES**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. 2022-031, Annual Contract for Various Concrete Services, Countywide, to Reliable Paving, Inc. at the per unit price and hourly labor rates.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred fifty-nine (759) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. A pre-bid conference held on November 8, 2021 was attended by one (1) vendor as well as representatives from Facilities Management and Purchasing. One (1) bid was received.

The bid received from Reliable Paving, Inc. meets all specifications and is acceptable to Facilities Management and Precinct 1.

The term of the contract is twelve (12) months, effective January 5, 2022, with two (2) options for renewal periods of twelve (12) month each.

Therefore, it is the joint recommendation of Facilities Management, Precinct 1, and Purchasing that Bid No. 2022-031, Annual Contract for Various Concrete Services, be awarded to Reliable Paving, Inc. at the per unit price and hourly labor rates.

FISCAL IMPACT

Expenses for last year were approximately \$102,380.00. Services are provided on an as-needed basis.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Jane Rogers Chris Lax, CPSM, CPCP
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Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

MELISSA LEE, C.P.M., A.P.P.
PURCHASING AGENT

CHRIS LAX, CPSM
ASSISTANT PURCHAING AGENT

RFB NO. 2022-031

**REQUEST FOR BID
FOR
ANNUAL CONTRACT
FOR
VARIOUS CONCRETE SERVICES**

**BIDS DUE NOVEMBER 22, 2021
2:00 P.M.**

RFB NO. 2022-031

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ATTACHMENT A: DRAWINGS

This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

PRE-BID CONFERENCE

All Bidders are encouraged to attend a Pre-Bid Conference to be held:

DATE: MONDAY, NOVEMBER 8, 2021

TIME: 11:00 A.M., CST

**LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD STREET, ROOM 303
FORT WORTH, TEXAS 76196-0104**

OR REMOTE/GOT TO MEETING

<https://global.gotomeeting.com/join/363796549>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3335

- One-touch: <tel:+16467493335,,363796549#>

Access Code: 363-796-549

Tarrant County will not provide copies of RFB documents. Please download & print prior to meeting.

RSVP: Vendors planning to attend the Pre-Bid Conference must RSVP to Jane Rogers, Sr. Buyer, via fax 817-884-2629 or email to BidQuestions-RSVP@tarrantcounty.com by 5:00 p.m., CST, Friday, November 5, 2021. Confirmed receipt by Tarrant County of this email is required.

Questions from bidders will be addressed at the pre-bid conference. Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR VARIOUS CONCRETE WORK, COUNTYWIDE**. All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.

Original and One (1) Copy
OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE NOVEMBER 22, 2021 AT 2:00 P.M.

All bids are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original bid must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" Response to be returned on the form included in the section under Forms.

Any bid received after the date and/or hour set for bid opening will not be accepted. The Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Bidder's expense, or destroyed with written authorization of the Bidder. If bids are sent by mail to the Tarrant County Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the Tarrant County Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendation of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners' Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities for the best interest of Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

JANE ROGERS, SENIOR BUYER

Fax: 817-884-2629

Email: BidQuestions-RSVP@tarrantcounty.com

All documents relating to the RFB, including but not limited to, the RFB document, questions and responses, addenda and special notices will be posted under the RFB number on the Tarrant County website and available for download by Bidders and other interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. **It is the Bidder's sole responsibility to review this site and retrieve all related documents up to the RFB due date.**

The deadline for receipt of all questions is 12:00 p.m., CST, Wednesday, November 10, 2021. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Jane Rogers, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to BidQuestions-RSVP@tarrantcounty.com.

Faxed Questions: Faxed questions **must** reflect the RFB number **or** include the RFB cover page.

Emailed Questions: The email **must** include the RFB No. in its subject and confirmation of receipt by Tarrant County is **required**.

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to SAP-invoices@tarrantcounty.com. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Continuing non-performance of the Vendor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids containing any inconsistencies.
2. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against Tarrant County.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of the entire bid.

CONFIDENTIALITY: Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Section 552.136, Texas Government Code. Notice will be sent to you pursuant to Section 552.305 of the Texas Government Code should Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION."** Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Bidder to determine the full extent of the exposures.

Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

**BOND REQUIREMENTS
(IF APPLICABLE)**

Power of Attorney

Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.

Payment Bond and Performance Bond shall be as follows:

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Tarrant County.

The cost for Bond premiums must be included in the Bid Price.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

Note: Tarrant County reserves the right to solicit separate bids for all projects that may exceed \$25,000, but not limited to.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County’s option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.

3. **SECONDARY/ALTERNATE AWARD:** Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).
 - A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.
 - B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.
 - C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

_____Yes _____No

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.

A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of the bid.**

_____Yes _____No

- 1) If you, the Bidder, checked Yes, the following will apply:
 - a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.
 - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.
 - c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.
 - d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. ALAMO COMMUNITY COLL DISTRICT	64. CITY OF BAYTOWN	127. CITY OF FOREST HILL
2. ALAMO HEIGHTS ISD	65. CITY OF BEDFORD	128. CITY OF FORNEY
3. ALEDO ISD	66. CITY OF BELLMEAD	129. CITY OF FORT WORTH
4. ALLEN ISD	67. CITY OF BELLS	130. CITY OF FRISCO
5. ALVARADO ISD	68. CITY OF BENBROOK	131. CITY OF FULSHEAR
6. ALVORD ISD	69. CITY OF BIG SPRING	132. CITY OF GAINESVILLE
7. ANNA FIRE DEPARTMENT	70. CITY OF BLUE MOUND	133. CITY OF GALENA PARK
8. ANDERSON COUNTY	71. CITY OF BONHAM	134. CITY OF GALVESTON
9. ANDREWS COUNTY	72. CITY OF BOVINA	135. CITY OF GANADO
10. ARANSAS COUNTY	73. CITY OF BOWIE	136. CITY OF GARLAND
11. ARGYLE ISD	74. CITY OF BOYD	137. CITY OF GATESVILLE
12. ARLINGTON ISD	75. CITY OF BRIDGE CITY	138. CITY OF GEORGETOWN
13. ARMSTRONG COUNTY	76. CITY OF BRIDGEPORT	139. CITY OF GLEN HEIGHTS
14. ASPERMONT ISD	77. CITY OF BROWNWOOD	140. CITY OF GODLEY
15. ATASCOSA COUNTY	78. CITY OF BRYAN	141. CITY OF GRANBURY
16. AUBREY ISD	79. CITY OF BUDA	142. CITY OF GRAND PRAIRIE
17. AZLE ISD	80. CITY OF BURKBURNETT	143. CITY OF GRAND SALINE
18. BAILEY COUNTY	81. CITY OF BURLESON	144. CITY OF GRAPEVINE
19. BASTROP COUNTY	82. CITY OF CADDO MILLS	145. CITY OF GREENVILLE
20. BASTROP ISD	83. CITY OF CANTON	146. CITY OF HALTOM CITY
21. BELL COUNTY	84. CITY OF CARROLLTON	147. CITY OF HARLINGEN
22. BENBROOK WATER AUTHORITY	85. CITY OF CASTLE HILLS	148. CITY OF HASLET
23. BETHANY SPEC UTILITY DIST	86. CITY OF CEDAR HILL	149. CITY OF HEATH
24. BEXAR COUNTY	87. CITY OF CEDAR PARK	150. CITY OF HEWITT
25. BEXAR COUNTY ESD No. 2	88. CITY OF CELESTE	151. CITY OF HITCHCOCK
26. BIRDVILLE ISD	89. CITY OF CELINA	152. CITY OF HORIZON CITY
27. BLUE RIDGE FIRE DEPARTMENT	90. CITY OF CIBOLO	153. CITY OF HUDSON OAKS
28. BOSSIER PARISH SHERIFF'S OFFICE	91. CITY OF CLEBURNE	154. CITY OF HUNTSVILLE
29. BOSQUE COUNTY	92. CITY OF COCKRELL HILL	155. CITY OF HURST
30. BRANCH FIRE DEPARTMENT	93. CITY OF COLLEYVILLE	156. CITY OF HUTCHINS
31. BRAZORIA COUNTY	94. CITY OF COLUMBUS	157. CITY OF HUTTO
32. BRAZOS COUNTY	95. CITY OF COLORADO CITY	158. CITY OF INGLESIDE
33. BREWSTER COUNTY	96. CITY OF COMBINE	159. CITY OF IRVING
34. BRIAR VOLUNTEER FIRE DEPT.	97. CITY OF COMMERCE	160. CITY OF ITALY
35. BROOKS CNTY CNSTBLS. PRECS 1-4	98. CITY OF CONVERSE	161. CITY OF JACKSBORO
36. BROWN COUNTY	99. CITY OF COPPELL	162. CITY OF JACKSONVILLE
37. BULVERDE POLICE DEPARTMENT	100. CITY OF COPPERAS COVE	163. CITY OF JONESTOWN
38. BURNET COUNTY	101. CITY OF CORINTH	164. CITY OF JEFFERSON
39. BYNUM ISD	102. CITY OF CORSICANA	165. CITY OF JUSTIN
40. CAMERON COUNTY	103. CITY OF CROWLEY	166. CITY OF KATY
41. CANTON ISD	104. CITY OF CUMBY	167. CITY OF KEENE
42. CANYON ISD	105. CITY OF DALWORTHINGTON GRDN	168. CITY OF KELLER
43. CARROLL ISD	106. CITY OF DE LEON	169. CITY OF KENNEDALE
44. CARROLLTON-FARMERS BRANCH ISD	107. CITY OF DECATUR	170. CITY OF KERMIT
45. CASTLEBERRY ISD	108. CITY OF DEER PARK	171. CITY OF KILLEEN
46. CEDAR HILL ISD	109. CITY OF DENISON	172. CITY OF KINGSVILLE
47. CHAMBERS COUNTY	110. CITY OF DENTON	173. CITY OF KRUM
48. CHEROKEE COUNTY	111. CITY OF DESOTO	174. CITY OF KYLE
49. CITY OF ALEDO	112. CITY OF DIBOLL	175. CITY OF LAFERIA
50. CITY OF ALLEN	113. CITY OF DUNCANVILLE	176. CITY OF LA GRULLA
51. CITY OF ALVORD	114. CITY OF EARLY	177. CITY OF LA VERNIA
52. CITY OF AMARILLO	115. CITY OF EASTLAND	178. CITY OF LAKE DALLAS
53. CITY OF ANDREWS	116. CITY OF EL PASO	179. CITY OF LAKE WORTH
54. CITY OF ANGLETON	117. CITY OF ELECTRA	180. CITY OF LANCASTER
55. CITY OF ANNA	118. CITY OF EMORY	181. CITY OF LAREDO
56. CITY OF ARLINGTON	119. CITY OF ESCOBARES	182. CITY OF LEAGUE CITY
57. CITY OF ATHENS	120. CITY OF EULESS	183. CITY OF LEANDER
58. CITY OF AUBREY	121. CITY OF EVERMAN	184. CITY OF LEWISVILLE
59. CITY OF AUSTIN	122. CITY OF FARMERS BRANCH	185. CITY OF LINDALE
60. CITY OF AZLE	123. CITY OF FARMERSVILLE	186. CITY OF LITTLE ELM
61. CITY OF BALGH SPRINGS	124. CITY OF FERRIS	187. CITY OF LITTLEFIELD
62. CITY OF BANGS	125. CITY OF FLORESVILLE	188. CITY OF LIVE OAK
63. CITY OF BASTROP	126. CITY OF FLOYDADA	189. CITY OF LUBBOCK

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

190.	CITY OF LUCAS	252.	CITY OF SPRINGTOWN	314.	EL PASO COUNTY
191.	CITY OF LUFKIN	253.	CITY OF STEPHENVILLE	315.	EL PASO CNTY HOSP DIST DBA...
192.	CITY OF LUMBERTON	254.	CITY OF SULPHUR SPRINGS	316.	ELECTRA ISD
193.	CITY OF MANSFIELD	255.	CITY OF TAFT	317.	ELLIS COUNTY
194.	CITY OF MARSHALL	256.	CITY OF TAYLOR	318.	ERATH COUNTY
195.	CITY OF McALLEN	257.	CITY OF TEMPLE	319.	EVERMAN ISD
196.	CITY OF MCKINNEY	258.	CITY OF TERRELL	320.	FANNIN COUNTY
197.	CITY OF MELISSA	259.	CITY OF TEXARKANA, AR	321.	FARMERSVILLE ISD
198.	CITY OF MERKEL	260.	CITY OF TEXARKANA, TX	322.	FLOYD COUNTY
199.	CITY OF MESQUITE	261.	CITY OF THE COLONY	323.	FORNEY ISD
200.	CITY OF MIDLOTHIAN	262.	CITY OF UNIVERSAL CITY	324.	FORT BEND COUNTY
201.	CITY OF MINEOLA	263.	CITY OF UNIVERSITY PARK	325.	FORT BEND COUNTY ESD#2
202.	CITY OF MINERAL WELLS	264.	CITY OF VAN ALSTYNE	326.	FORT BEND COUNTY ESD#7
203.	CITY OF MORGAN'S POINT RESORT	265.	CITY OF VENUS	327.	FORT WORTH HOUSING AUTHORITY
204.	CITY OF MURPHY	266.	CITY OF VERNON	328.	FORT WORTH ISD
205.	CITY OF NACOGDOCHES	267.	CITY OF WACO	329.	FORT WORTH TRANSP AUTHORITY
206.	CITY OF NEDERLAND	268.	CITY OF WATAUGA	330.	FRANKLIN COUNTY
207.	CITY OF NEW BRAUNFELS	269.	CITY OF WAXAHACHIE	331.	FREESTONE COUNTY
208.	CITY OF NORTH RICHLAND HILLS	270.	CITY OF WEATHERFORD	332.	FRISCO ISD
209.	CITY OF ODESSA	271.	CITY OF WESTWORTH VILLAGE	333.	GLASSCOCK COUNTY
210.	CITY OF OVILLA	272.	CITY OF WHITE SETTLEMENT	334.	GOLIAD COUNTY
211.	CITY OF PALESTINE	273.	CITY OF WHITESBORO	335.	GONZALES COUNTY
212.	CITY OF PARKER	274.	CITY OF WHITEWRIGHT	336.	GRAND PRAIRIE ISD
213.	CITY OF PASADENA	275.	CITY OF WILLS POINT	337.	GRANDVIEW POLICE DEPT.
214.	CITY OF PELICAN BAY	276.	CITY OF WILMER	338.	GRAPEVINE\COLLEYVILLE ISD
215.	CITY OF PERRYTON	277.	CITY OF WINNSBORO	339.	GRAYSON COUNTY
216.	CITY OF PHARR	278.	CITY OF WYLIE	340.	GREENVILLE ISD
217.	CITY OF PLANO	279.	CLAY COUNTY	341.	GREGG COUNTY
218.	CITY OF PORT ISABEL	280.	CLEAR CREEK ISD	342.	GRIMES COUNTY
219.	CITY OF POTEET	281.	CLEBURNE ISD	343.	GUADALUPE COUNTY
220.	CITY OF POTTSBORO	282.	COCHRAN COUNTY	344.	HARDIN COUNTY
221.	CITY OF PRINCETON	283.	COLLIN COUNTY	345.	HARRIS-FORT BEND EMG Svcs Dist #100
222.	CITY OF QUINLAN	284.	COLLIN COUNTY COMM COLL DIST.	346.	HARRIS CNTY EMG SVCS DIST #7
223.	CITY OF RALLS	285.	COLORADO COUNTY	347.	HARRIS CNTY EMG SVCS DIST #10
224.	CITY OF RED OAK	286.	COMAL COUNTY	348.	HARRIS CNTY EMG SVCS DIST #24
225.	CITY OF RHOME	287.	COMMUNITY HEALTHCORE	349.	HARRIS CNTY EMG SVCS DIST #48
226.	CITY OF RICHARDSON	288.	COOKE COUNTY	350.	HARRISON COUNTY
227.	CITY OF RICHLAND HILLS	289.	COPPELL ISD	351.	HAWKINS ISD
228.	CITY OF RIO GRANDE CITY	290.	CORYELL COUNTY	352.	HAYS COUNTY
229.	CITY OF RIVER OAKS	291.	COTTONDALE VOL FIRE DEPT	353.	HEART OF TX REG MHMR CENTER
230.	CITY OF ROANOKE	292.	CROWLEY ISD	354.	HENDERSON COUNTY
231.	CITY OF ROBINSON	293.	DALLAS COUNTY	355.	HEREFORD ISD
232.	CITY OF ROCKWALL	294.	DALLAS CNTY UTIL & RECLAM. DIST	356.	HIGHLAND PARK ISD
233.	CITY OF ROUND ROCK	295.	DFW INT'L AIRPORT BOARD	357.	HILL COUNTY
234.	CITY OF ROWLETT	296.	DALLAS ISD	358.	HOOD COUNTY
235.	CITY OF ROYSE CITY	297.	DAWSON COUNTY	359.	HOPKINS COUNTY
236.	CITY OF RUNAWAY BAY	298.	DECATUR ISD	360.	HOUSING AUTH OF CITY OF AUSTIN
237.	CITY OF RUSK	299.	DENISON ISD	361.	HUMBLE ISD
238.	CITY OF SACHSE	300.	DENTON COUNTY	362.	HUNT COUNTY
239.	CITY OF SAGINAW	301.	DENTON CNTY FWS DIST. No. 1-A	363.	HURST EULESS BEDFORD ISD
240.	CITY OF SAN ANGELO	302.	DENTON COUNTY FWS DIST. No. 10	364.	HUTCHINSON COUNTY
241.	CITY OF SAN BENITO	303.	DENTON ISD	365.	IDEA PUBLIC SCHOOLS
242.	CITY OF SAN MARCOS	304.	DESOTO ISD	366.	IRVING ISD
243.	CITY OF SANGER	305.	DIANA SPECIAL UTILITY DISTRICT	367.	JACK COUNTY
244.	CITY OF SANSOM PARK	306.	DUNCANVILLE ISD	368.	JASPER COUNTY
245.	CITY OF SEABROOK	307.	DUVAL COUNTY	369.	JEFFERSON COUNTY
246.	CITY OF SEAGOVILLE	308.	EAGLE MOUNTAIN-SAGINAW ISD	370.	JEFFERSON CNTY DRIN. DIST. #7
247.	CITY OF SHERMAN	309.	EAST TEXAS COUNCIL OF GOVS.	371.	JIM WELLS COUNTY
248.	CITY OF SOUR LAKE	310.	EASTLAND COUNTY	372.	JOHNSON COUNTY
249.	CITY OF SOUTHLAKE	311.	ECTOR COUNTY	373.	JOHNSON COUNTY SUD
250.	CITY OF SOUTHMAYD	312.	ECTOR COUNTY ISD	374.	JOSHUA ISD
251.	CITY OF SPRING VALLEY VILLAGE	313.	EDDY COUNTY, NM	375.	KARNES COUNTY

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

376.	KAUFMAN COUNTY	438.	PASADENA ISD	500.	TOWN OF FAIRVIEW
377.	KAUFMAN ISD	439.	PLANO ISD	501.	TOWN OF FLOWER MOUND
378.	KELLER ISD	440.	POTTER COUNTY	502.	TOWN OF HICKORY CREEK
379.	KENNEDALE ISD	441.	PUBLIC TRANSIT SVC OF MIN.WELLS	503.	TOWN OF HIGHLAND PARK
380.	KERENS ISD	442.	QUINLAN ISD	504.	TOWN OF LAKESIDE
381.	KINNEY COUNTY	443.	RAINS COUNTY ESD #1	505.	TOWN OF LITTLE ELM
382.	KRUM ISD	444.	RANCHO VIEJO POLICE DEPT.	506.	TOWN OF NORTHLAKE
383.	LAKE DALLAS ISD	445.	RANDALL COUNTY	507.	TOWN OF PANTEGO
384.	LAKE WORTH ISD	446.	RED OAK ISD	508.	TOWN OF PECOS CITY
385.	LAMAR COUNTY	447.	RED RIVER COUNTY	509.	TOWN OF PONDER
386.	LAMB COUNTY	448.	REFUGIO COUNTY	510.	TOWN OF PROSPER
387.	LAMPASAS COUNTY	449.	REG 9 ED SVCE CENTER OF WICHITA	511.	TOWN OF PROVIDENCE VILLAGE
388.	LAVON POLICE DEPARTMENT	450.	REGION 11 EDU SERVICE CENTER	512.	TOWN OF SUNNYVALE
389.	LEON COUNTY	451.	RICHARDSON ISD	513.	TOWN OF TROPHY CLUB
390.	LEONARD ISD	452.	ROCKWALL COUNTY	514.	TOWN OF WESTLAKE
391.	LEWISVILLE ISD	453.	ROUND ROCK ISD	515.	TOWN OF WESTOVER HILLS
392.	LIMESTONE COUNTY	454.	SAM RAYBURN ISD	516.	TRAVIS COUNTY
393.	LITTLE ELM ISD	455.	SAN JACINTO COM COLL DIST.	517.	TRAVIS CNTY EMG SVCS DIST No.6
394.	LOVEJOY ISD	456.	SAN PATRICIO COUNTY	518.	TRAVIS CNTY HEALTHCARE DISTRICT
395.	LOWRY CROSSING VOL FIRE DEPT.	457.	SCHLEICHER COUNTY	519.	TRINITY RIVER AUTHORITY
396.	LUBBOCK COUNTY	458.	SEABROOK VOL FIRE DEPT.	520.	TYLER JUNIOR COLLEGE
397.	MANSFIELD ISD	459.	SR. CYR RES &PUBLIC...HUNT CNTY	521.	U.S. MARSHALS SERVICE
398.	MAVERICK COUNTY	460.	SEVEN POINTS FIRE RESCUE	522.	UNIVERSITY OF NORTH TEXAS
399.	McKINNEY ISD	461.	SHERMAN ISD	523.	UNIV OF N. TX HEALTH SCIENCE CTR
400.	McLENNAN COUNTY	462.	SMITH COUNTY	524.	UNIVERSITY OF TEXAS AT ARLINGTON
401.	McLENNAN COMM. COLLEGE	463.	SPRINGTOWN ISD	525.	UNIVERSITY OF TEXAS AT DALLAS
402.	MARILEE SPECIAL UTILITY DIST.	464.	SOUTH MONTGOMERY FIRE DEPT	526.	UNIV OF TX MD AND. CANCER CTR
403.	MEDINA VALLEY ISD	465.	SOUTH TEXAS COLLEGE	527.	UPPER TRINITY REG WATER DIST.
404.	MHMR OF TARRANT COUNTY	466.	SPAN, Inc.	528.	UPSHUR COUNTY
405.	MIDLAND COUNTY	467.	STARR COUNTY	529.	UPTON COUNTY
406.	MIDLAND ISD	468.	STEPHENS COUNTY	530.	VAL VERDE COUNTY
407.	MIDWAY ISD	469.	STERLING COUNTY	531.	VAN ALSTYNE ISD
408.	MILAM COUNTY	470.	STONEWALL COUNTY	532.	VAN ZANDT COUNTY
409.	MILLS COUNTY	471.	TARLETON STATE UNIVERSITY	533.	VERNON ISD
410.	MITCHELL COUNTY	472.	TARRANT APPRAISAL DISTRICT	534.	VICTORIA COUNTY
411.	MONAHANS WICKETT PYOTE ISD	473.	TARRANT CNTY 9-1-1 EMG ASS DIST	535.	WACO ISD
412.	MONTGOMERY COUNTY	474.	TARRANT COUNTY COLLEGE DIST.	536.	WALKER COUNTY
413.	MONTGOMERY CNTY ESC 10	475.	TARRANT CTY EMG SVCS DISTRICT 1	537.	WALLER COUNTY
414.	MONTGOMERY CNTY HOSP DIST.	476.	TARRANT COUNTY HOSP DIST	538.	WARD COUNTY
415.	MOUNT PLEASANT POLICE DEPT.	477.	TARRANT CTY WORKFORCE DEV Bd	539.	WAXAHACHIE ISD
416.	MOUNT VERNON POLICE DEPT.	478.	TARRANT REGIONAL WATER DIST	540.	WEATHERFORD COLLEGE
417.	NACOGDOCHES COUNTY	479.	TAYLOR COUNTY	541.	WEATHERFORD ISD
418.	NAVARRO COUNTY	480.	TEMPLE COLLEGE	542.	WEBB CONSOLIDATED ISD
419.	NEVADA VOL. FIRE DEPT.	481.	TERRELL ISD	543.	WEST TEXAS A&M UNIVERSITY
420.	NEW CANEY ISD	482.	TEXARKANA ISD	544.	WESTMINSTER FIRE DEPT.
421.	NOLAN COUNTY	483.	TEXAS A&M UNIV AT COMMERCE	545.	WESTON VOLUNTEER FIRE DEPT
422.	NORMANGEE ISD	484.	TEXAS A&M UNIVERSITY-KINGSVILLE	546.	WHITE SETTLEMENT ISD
423.	NORTH CENTRAL TX CNCL OF GOVS	485.	TEXAS A& M UNIV.-TEXARKANA	547.	WILLIAMSON COUNTY
424.	NORTH TX MUNICIPAL WATER DIST	486.	TEXAS ALCOHOLIC BEVERAGE COMM.	548.	WILLIAMSON CNTY EMG SVCS DIST #3
425.	NORTH TEXAS TOLLWAY AUTH	487.	TEXAS DEPT. OF PARK/WILDLIFE	549.	WILSON COUNTY
426.	NORTHWEST ISD	488.	TEXAS DEPT. OF PUBLIC SAFETY	550.	WINKLER COUNTY
427.	NUECES COUNTY	489.	TX TECH UNIV HEALTH SCI CTR EL PASO	551.	WINNSBORO HOUSING AUTHORITY
428.	OCHILTREE COUNTY	490.	TEXAS WOMAN'S UNIVERSITY	552.	WINNSBORO ISD
429.	OLTON POLICE DEPARTMENT	491.	THE WOODLANDS TOWNSHIP	553.	WISE COUNTY
430.	ORANGE COUNTY	492.	TITUS COUNTY	554.	WOOD COUNTY
431.	ORANGE CNTY DRAINAGE DIST	493.	TML MULTIStI. INTERGOV....	555.	YMCA OF METROPOLITAN DALLAS
432.	PALO PINTO COUNTY	494.	TOM GREEN COUNTY	556.	YOUNG COUNTY
433.	PANOLA COUNTY	495.	TOWN OF ADDISON	557.	ZAPATA COUNTY
434.	PARADISE ISD	496.	TOWN OF ARGYLE		
435.	PARKER COUNTY	497.	TOWN OF BARTONVILLE		
436.	PARKER CNTY EMG SERV DISTRICT 1	498.	TOWN OF DOUBLE OAK		
437.	PARMER COUNTY	499.	TOWN OF EDGECLIFF VILLAGE		

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.
6. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.
7. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.
8. **INSURANCE:**
 - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Workers' Compensation — statutory
 - b. Employer's liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage —
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3) Automobile Liability:
 - a. Bodily injury — \$500,000 minimum combined single limit
 - 4) Contractual liability — same limits as above.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
1. Proof of Carriage of Insurance - All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
 2. All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 3. All applicable coverage, certificates shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 4. All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
 5. The Contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 6. If applicable, the Contractor/Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.
9. **LABOR:** Perform labor in a workmanlike manner by skilled mechanics of their respective trades.
10. **TIME OF COMPLETION:** Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.
11. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.
12. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

13. **MATERIAL SUBSTITUTION:**

- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
- B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best known practices in each of the respective trades.

14. **CODE REQUIREMENTS:** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.

15. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.

16. **INDEMNIFICATION:** The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant 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, neglect or misconduct of the said Contractor, his agents, servants, and employees.

17. **CRIMINAL BACKGROUND CHECK:**

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
 - 1. The Vendors must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
 - 2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
 - 3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or result in termination of the contract.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Vendor personnel for duration of the contract.

18. **INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:**

A. The following is only applicable when a Vendor is providing Information Technology hosted or cloud solution:

1. **Confidentiality, Integrity, Availability (CIA)**

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. **Breach Notification**

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

3. **Data**

All Tarrant County data will remain in the 48 contiguous United States at all times.

4. **Right to Audit**

Tarrant County reserves the right to audit vendor data centers which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

SPECIAL CONDITIONS

TWCC Rule 110.110

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate ends during the duration of the project;

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- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7). with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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PREVAILING WAGE RATES

MINIMUM WAGE RATES:

- A. Attention is called to the Texas Government Code, Title 10 General Government, Subtitle F, Chapter 2258. This Article requires the Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- B. For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for projects are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments. These prevailing wage rates can be obtained from the following web page:
https://beta.sam.gov/wage-determination/2015-5231/12?keywords=TARRANT%20COUNTY&sort=-relevance&index=wd&is_active=true&page=1 and search State of Texas, County of Tarrant.
- C. Any Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Respondents should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their proposals.
- D. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- E. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
- F. The Contractor shall pay Tarrant County the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract, by him or by any subcontractor under him.
- G. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

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Evaluation Criteria will include, but is not limited to the following:

1. Vendor's past performance record with Tarrant County
2. Tarrant County's evaluation of Bidder's ability to perform
3. Special needs and requirements of Tarrant County
4. Results of Tarrant County's review/checkout of each journeyman's/technician's credentials
5. Bidder's staff, size, experience
6. Results of Tarrant County's check of vendor's references

Quantities indicated on the Price Forms are estimates based upon the best available information. Tarrant County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive - - not restrictive -- and is indicative of the type and quality Tarrant County desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the Vendor is bidding item specified. The Vendor will not be allowed to make unauthorized substitutions after award.

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TECHNICAL SPECIFICATIONS

I. INTRODUCTION

- A. Tarrant County is seeking Contractors to bid on an annual agreement for Various Concrete Services on an as needed basis for various locations in Tarrant County.
- B. All orders will be placed by submission of a valid Tarrant County Purchase Order, which will contain a full description of work and services required, location and start date.
- C. Quantities listed are estimates based upon the best available information. The County reserves the right to order only the quantities actually needed to meet its needs.
- D. Locations shall include any area within Tarrant County.
- E. Unless otherwise instructed, the successful bidder shall be responsible for preparation of the job site and clean- up of work or services performed.
- F. Unit prices listed on the Price Forms shall include all labor, materials, tools, equipment, and incidentals required to complete the work.

II. TERMS AND AWARDS

- A. The term will be for a twelve (12) months with two (2) twelve (12) month options for renewal. Prices must remain at the same fixed rate for the entire contract term.
- B. Primary, Secondary, and Alternate awards will be made BY SECTION AND ITEMS to the lowest priced bids that meet bid specifications. Tarrant County reserves the right to make an award in the best interest of Tarrant County.

III. GENERAL CONDITIONS

- A. Standard Specifications
 - 1. The material used in the construction of all individual projects shall meet the requirements of "Public Works Construction Standards, Fifth Edition (2017)", published by the North Central Texas Council of Governments, unless otherwise noted. Standard drawings are as of "Public Works Construction Standards, Fourth Edition (2004)" and were not updated with the release of the Fifth edition.
- B. Traffic Control
 - 1. It is the responsibility of the Contractor to provide safe passage of traffic, and for ingress and egress to public and private property at all times during construction of all projects.
 - 2. The Contractor will be required to provide for the safe passage of traffic on, and/or across, existing highways, roads or streets where such facilities are involved in the construction of the project. The number of traffic lanes may be reduced during daylight hours, when approved by the Tarrant County Authorized Representative, but such lanes shall be restored and must remain unobstructed for travel at night, except when approved by the Tarrant County Authorized Representative, in writing.

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- C. The placing and maintaining of barriers, warning, and/or detour signs by the Contractor shall be one of the following methods:
1. Tarrant County will furnish the items required, if available.
 2. If the items required are not available, the Contractor shall rent those items. The Tarrant County Authorized Representative must approve the items to be rented. The Contractor shall charge Tarrant County the rental price with no markup or administrative fee. The rental amount shall be included as a separate line item on the invoice the Contractor submits for payment, with a copy of the rental invoice attached. Tarrant County will only pay the rental invoice amount as approved by the Tarrant County Authorized Representative.
 3. These specifications reference "*Public Works Construction Standards, Fifth Edition (2017)*" adopted by the North Central Texas Council of Governments (NCTCOG) may be examined and/or obtained from:

North Central Texas Council of Governments
616 Six Flags Drive, Suite 200
Arlington, Texas 76005
Ordering Information: www.nctcog.org

IV. ITEM 1: HEADWALLS AND WINGWALLS

- A. Concrete for headwalls shall be Class "A". The Contractor shall have the option of furnishing cast-in-place or precast headwalls. For the purpose of measurement, a headwall unit shall consist of one (1) headwall, two (2) wingwalls, and one (1) apron for the size and number of barrels specified.
- B. Steel reinforcement for use in headwall units shall be 60 kilopound per square inch (ksi) deformed billet steel conforming with NCTCOG Public Works Construction standards. Furnishing and placement of reinforcing steel is subsidiary to the unit price for each headwall unit.
- C. The headwall unit shall be constructed in accordance with Standard Construction Detail "Flared Headwalls for Pipe Culverts", CH-FW-0 with 4:1 wing slopes.
- D. The unit price for this bid item shall be full compensation for each separate culvert headwall unit and shall include:
 1. Furnishing, transporting, and placing all concrete and reinforcing steel.
 2. Excavation and backfill.
 3. Connections to existing structure.
 4. Replacing any portion of the existing structure, when required.
 5. All other material, labor, tools, equipment and incidentals necessary to complete work.

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E. For the purposes of bidding, the headwall units shall be grouped as follows:

<u>Number of Barrels</u>	<u>Diameter of Pipe</u>	<u>Unit of Measurement</u>
1	15" to 30"	Each
1	36" to 48"	Each
1	54" to 72"	Each
2	15" to 30"	Each
2	36" to 48"	Each
2	54" to 72"	Each
3	15" to 30"	Each
3	36" to 48"	Each
3	54" to 72"	Each
4	15" to 30"	Each
4	36" to 48"	Each
4	54" to 72"	Each

V. ITEM 2: SAFETY END TREATMENT

A. Concrete for safety end treatments shall be Class "A". The Contractor shall have the option of furnishing cast-in-place or precast safety end treatments. For the purpose of measurement, a safety end treatment unit shall consist of one (1) safety end treatment, concrete riprap, and safety pipe runners (if applicable). Concrete riprap is required on all safety end treatments in accordance with the standard details. Safety pipe runners are required for the sizes of safety end treatments indicated on the standard details. Concrete riprap and safety pipe runners are subsidiary to the unit price for a safety end treatment unit.

B. Steel reinforcement for use in safety end treatment units shall be 60 ksi deformed billet steel conforming with NCTCOG Public Works Construction standards. Furnishing and placement of reinforcing steel is subsidiary to the unit price for each safety end treatment unit.

C. The safety end treatment shall be constructed in accordance with the following Standard Construction Details as specified on the project construction documents, link:

<http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/bridge-e.htm>

1. Type II Safety End Treatment SETP-PD (Parallel Drainage) (6:1 slope)
2. Type II Safety End Treatment SETP-CD (Cross Drainage) (4:1 slope)

D. The unit price for this bid shall be full compensation for each safety end treatment and shall include:

1. Furnishing, transporting, and placing all concrete and reinforcing steel.
2. Excavation and backfill.

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- 3. Connections to existing structure.
 - 4. Replacing any portion of the existing structure, when required.
 - 5. All other material, labor, tools equipment and incidentals necessary to complete.
- E. For the purposes of bidding, the safety end treatment units shall be grouped as follows:

<u>Number of Barrels</u>	<u>Diameter of Pipe & Orientation</u>	<u>Unit of Measurement</u>
1	15" to 30" Parallel Drainage	Each
1	36" to 48" Parallel Drainage	Each
1	54" to 72" Parallel Drainage	Each
1	15" to 30" Cross Drainage	Each
1	36" to 48" Cross Drainage	Each
1	54" to 72" Cross Drainage	Each

IV. ITEM 3: CONCRETE CURB AND GUTTERS

- A. Concrete for curb and gutter shall be Class "A". The Contractor shall have the option of installing Concrete Curb & Gutter by use of an extruding curb machine or by forming and hand finishing.
- B. Steel reinforcement for use in concrete curb and gutter shall be 60 ksi deformed billet steel conforming with NCTCOG Public Works Construction standards. Furnishing and placement of reinforcing steel is subsidiary to the linear foot unit price for concrete curb and gutter.
- C. Concrete curb and gutter shall be installed in accordance with NCTCOG Standard Drawing 2120 with minor variation allowable to match existing facilities.
- D. Curing compound is required on all concrete curb and gutter installations unless specifically excluded by the project plans and specifications. Application of curing compound is subsidiary to the unit bid price for concrete curb and gutter.
- E. Expansion joints shall be installed at maximum 200-foot intervals, at intersection returns, and at all rigid structures. Tooled joints shall be installed at maximum 15-foot intervals. When possible, expansion joints and tool joints shall match adjacent existing concrete paving or sidewalks. Construction of expansion joints and tool joints are subsidiary to unit bid price for concrete curb and gutter.
- F. All concrete curb and gutter shall be cleaned to remove discoloration as directed by the Tarrant County Authorized Representative.
- G. The unit price for concrete curb and gutter shall include:
 - 1. Furnishing, transporting, and placing all concrete and reinforcing steel.
 - 2. Excavation and backfill.
 - 3. Connections to existing curb and gutter.

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4. Replacing any portion of existing curb and gutter, when required.
 5. All other material, labor, tools equipment and incidentals necessary to complete
- H. Concrete curb and gutter shall be measured by the linear foot.

VII. ITEM 4: CONCRETE MEDIANS

- A. Concrete for median pavement shall be Class "A".
- B. Steel reinforcement for use in concrete median pavement shall be 60 ksi deformed billet steel or wire fabric conforming with NCTCOG Public Works Construction standards. Furnishing and placement of reinforcing steel is subsidiary to the square foot unit price for concrete median pavement.
- C. Concrete median pavement shall be nominal five-inch (5") thickness and reinforced with #3 bars at 24-inches (24") on center, each way; or No. 6 gauge, 6-inch x 6-inch wire fabric. Reinforcement placement shall be no closer than one inch (1") or greater than three inches (3") from the edge of the median pavement.
- D. Where concrete median pavement is to be placed within or adjacent to existing asphalt pavement, the existing asphalt pavement shall be full depth saw cut twelve inches (12") from the edge of proposed median pavement. Wood or metal forms shall be securely staked to line and grade and maintained throughout concrete placement. Saw cut line in asphalt pavement SHALL NOT be used as form for concrete placement. Saw cutting, asphalt removal and disposal, and forming are subsidiary to the unit bid price for concrete median pavement. Tarrant County will be responsible for replacement of the asphalt material after construction the median pavement is complete.
- E. Where concrete median pavement is to be placed adjacent to concrete curb & gutter, the back of curb shall be used as the form.
- F. Expansion Joints: One-half inch (1/2") pre-molded expansion material shall be used between the median pavement and curb and gutter and at all rigid structures within the median pavement.
- G. Curing compound is required on all concrete median pavement unless specifically excluded by the project plans and specifications. Application of curing compound is subsidiary to the unit bid price for concrete median pavement
- H. Longitudinal and transverse tool joints shall be placed at maximum six-foot (6') spacing. Align tool joints with curb and gutter joints where feasible.
- I. The unit price for concrete median pavement shall include:
 1. Furnishing, transporting, and placing all concrete and reinforcing steel.
 2. Excavation and backfill.
 3. Saw cutting and disposal of asphalt pavement
 4. All other material, labor, tools equipment and incidentals necessary to complete.
- J. Concrete median pavement shall be measured by the square foot.

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VIII. ITEM 5: SIDEWALKS AND BARRIER FREE RAMPS

- A. Concrete for sidewalks and barrier free ramps shall be Class "A".
- B. Steel reinforcement for use in sidewalks and barrier free ramps shall be 60 ksi deformed billet steel or wire fabric conforming with NCTCOG Public Works Construction standards. Furnishing and placement of reinforcing steel is subsidiary to the square foot unit price for sidewalks and barrier free ramps.
- C. Concrete sidewalks and barrier free ramps shall be nominal four-inch (4") thickness and reinforced with #3 bars at 24-inches (24") on center, each way; or No. 6 gauge, 6-inch x 6-inch wire fabric. Reinforcement placement shall be no closer than one-inch (1") or greater than three-inches (3") from the edge of concrete.
- D. Unless otherwise shown on the plans or approved by the Tarrant County Authorized Representative, no section of sidewalk shall be less than eight feet (8') or more than forty feet (40') in length. Sidewalks shall include a tool joint at intervals equal to the width of the sidewalk. Install expansion joints composed of one-half inch (1/2") pre-molded expansion material at the connection between sidewalk and barrier free ramps and between sidewalk and concrete curb and gutter where proposed sidewalk abuts curb and gutter.
- E. Sidewalks and barrier free ramps shall comply with all city codes, ADA requirements and drawings provided by Tarrant County. Unless project specific details are provided in the construction plans, sidewalk and barrier free ramps shall conform to the following standard details:
 - Sidewalks NCTCOG Standard Drawing No. 2170
 - Barrier Free Ramp NCTCOG Standard Drawings No. 2125A and 2125B
- F. Curing compound is required on all sidewalk and barrier free ramps unless specifically excluded by the project plans and specifications. Application of curing compound is subsidiary to the unit bid price for sidewalk and barrier free ramps.
- G. The unit price for sidewalks and barrier free ramps shall include:
 - 1. Furnishing, transporting, and placing all concrete and reinforcing steel.
 - 2. Excavation and backfill.
 - 3. Connections to existing sidewalk (if applicable)
 - 4. All other material, labor, tools equipment and incidentals necessary to complete
- H. Concrete sidewalk shall be measured by the square foot. Barrier free curb ramps shall be measured per each.

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IX. ITEM 6: CONCRETE DRIVEWAYS

- A. Concrete for driveways shall be Class "A".
- B. Steel reinforcement for use in concrete driveways shall be 60 ksi deformed billet steel or wire fabric conforming with NCTCOG Public Works Construction standards. Furnishing and placement of reinforcing steel is subsidiary to the square foot unit price for concrete driveways
- C. Concrete driveways shall be nominal five-inch (5") thickness and reinforced with #3 bars at 24-inches (24") on center, each way; or No. 6 gauge, 6-inch x 6-inch wire fabric. Reinforcement placement shall be no closer than one-inch (1") or greater than three-inches (3") from the edge of concrete.
- D. Install expansion joints composed of one-half inch (1/2") pre-molded expansion material at the connection between concrete driveway and existing concrete sidewalk, if applicable.
- E. Concrete driveways shall comply with all city codes, ADA requirements and drawings provided by Tarrant County. Unless project specific details are provided in the construction plans, concrete driveways shall conform to the following standard details:
 - Concrete Driveway NCTCOG Standard Drawings 21250A and 21250B
- F. Curing compound is required on all concrete driveways unless specifically excluded by the project plans and specifications. Application of curing compound is subsidiary to the unit bid price for concrete driveways.
- G. The unit price for concrete driveways shall include:
 - 1. Furnishing, transporting, and placing all concrete and reinforcing steel.
 - 2. Excavation and backfill.
 - 3. Connections to existing sidewalk (if applicable)
 - 4. All other material, labor, tools equipment and incidentals necessary to complete.
- H. Concrete driveway shall be measured by the square foot. No adjustment will be made in the unit price for thickness in excess of five inches (5").

X. ITEM 7: TOPSOIL

- A. The topsoil may be obtained from the right of way at sites of proposed excavation or embankment when approved by the Tarrant County Authorized Representative. When it is necessary to obtain material sources off of the right of way, the Contractor shall provide sources of material acceptable to the Tarrant County Authorized Representative.
- B. Topsoil shall be free of trash, debris, and construction rubble. Topsoil shall not contain rock or rock fragments larger than three inches (3") in diameter.

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- C. The topsoil shall be spread so as to form a cover of uniform thickness (loose) as shown on the plans. Unless otherwise specified, the topsoil shall be four inches (4") in depth. Final placement shall be raked or fine graded to give a neat and finished appearance, free of ruts or mounds.
- D. Topsoil shall be measured by the square yard in place on the project site.

XI. ITEM 8: SOD

- A. Sod material provided shall be appropriate for the location, soil type, and time of year for which the planting will occur. The sod mixture and rate of application shall be approved by the Tarrant County Authorized Representative.
- B. Sod material placement shall be approved by the Tarrant County Authorized Representative.
- C. Immediately upon placement of sod material, all sod areas shall be raked or back dragged to promote embedment of sod in the soil. Raking or back dragging is subsidiary to the unit bid price for sod.
- D. Sod shall be measured by the square yard complete in place.

XII. ITEM 9: DEMOLITION, REMOVAL, AND DISPOSAL

- A. This item shall include the demolition, removal and disposal of existing concrete headwalls, asphalt pavement, driveways, sidewalks and other existing concrete surfaces.
- B. Limits of existing pavements to be removed shall be marked in the field by Tarrant County. The Contractor shall saw cut all removal limit lines in a neat and workman like manner. Jagged saw cuts or broken pavement edges will not be allowed. Cost of replacement for surfaces not designated for removal or damaged during the demolition process will be the responsibility of the Contractor.
- C. Demolition debris become the property of the Contractor and are to be legally disposed of in a manner acceptable to Tarrant County.
- E. Unit bid price for demolition, removal, and disposal shall be by the square foot.

XIII. ITEM 10: MISCELLANEOUS WORK

- A. This item shall include all concrete work not specifically addressed above. This unit price bid item shall only be used when the required scope of work is not included in the standard bid items enumerated elsewhere in this specification and only when authorized in writing by the Tarrant County Authorized Representative.
- B. Concrete for all miscellaneous work shall be Class "A" unless the Tarrant County Authorized Representative authorizes use of a higher strength mix.
- C. Steel reinforcement for use in miscellaneous concrete work shall be 60 ksi deformed billet steel conforming with NCTCOG Public Works Construction standards.

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- D. Concrete installed under this item shall be measured by the cubic yard in place and shall include:
 - 1. Furnishing, transporting, and placing all concrete and reinforcing steel.
 - 2. Excavation and backfill.
 - 3. Connections to existing structure.
- E. Labor and equipment charges for the installation of miscellaneous concrete work, other than those included in Item "D" above, shall be at the hourly rate schedules for labor and equipment established in the bid documents. The labor rate will include all tools and incidentals necessary to perform the work.
- F. Prior to proceeding with miscellaneous concrete work, the Contractor shall provide to the Tarrant County Authorized Representative for approval a written estimate of all charges anticipated to complete the work, including any specialty material or equipment requirements not covered by the standard schedules. The Contractor's invoice for payment shall reflect the same schedule of values as shown on the written estimate with substantiating backup for the charges such as time tickets, load tickets, rental invoices and equipment time sheets. Deviation from the approved schedule of values may result in delay of payment until satisfactory supporting documentation can be provided.

XIV. SUBCONTRACTING

- A. The intent of this contract is to award to Contractor(s) who will be performing most of the scope of work with their own hired staff. There may be, on occasion, some portion of the work that will require the need to hire a sub-contractor to perform a portion of the work.
- B. Should sub-contracting be required, the Contractor must first obtain approval of Owner prior to any work being performed by a sub-contractor.
- C. Sub-contractor must carry and maintain insurance coverages in accordance with those listed in this RFB document.
- D. Bidders intending to use sub-contractors must state their intent to do so by filling out the provided sub-contractor form provided in this RFB document.
- E. If at any time during the term of this agreement, a Contractor adds or changes any subcontractor he or she shall promptly notify Purchasing, in writing, of the names and addresses and the expected amount of money each new or replaced subcontractor will receive. The awarded Contractor will be completely responsible for the actions of its subcontractors as if the Contractor directly employed them.

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XV. RIGHT TO SOLICIT BIDS

- A. Tarrant County reserves the right to solicit separate bids for all individual repairs or services including those that may exceed \$25,000 in total cost. Payment Bonds will be required for any individual repair or service that equals or exceeds the \$25,000 and over threshold.

XVI. SCHEDULING REQUIREMENTS

- A. Awarded Contractors must schedule service dates with appointed Tarrant County Facilities Management personnel. Contractor must not complete work without prior approval to proceed from Tarrant County Facilities Management. Changes in schedule for any reason (including inclement weather) must be approved by Tarrant County Facilities Management.
- B. Awarded Contractors shall contact the appropriate Tarrant County Facilities Management personnel and sign-in before work is started and sign-out when work is completed. When completing services during non-regular working hours, awarded Contractors are to make arrangements with Facilities Management personnel to check in before service begins and check out when service is completed.

XVII. WORK SITE REQUIREMENTS

- A. Awarded Contractors are to supply a copy of SDS sheets of all chemicals/products that are routinely used for the completion of services. Tarrant County reserves the right to disallow the use of any chemicals/products in the completion of services under this RFB.
- B. Awarded Contractors will be responsible for cleanup of debris and spills resulting from work completed while completing services under this bid.
- C. Awarded Contractors shall not use Tarrant County dumpsters to dispose of any refuse.
- D. Awarded Contractors shall be responsible for replacing, at no cost to Tarrant County, any damages incurred during completion of services under this request for bid. Awarded Contractor's personnel includes any personnel sub-contracted by the Contractor for the completion of services under this request for bid.
- E. Awarded Contractors shall supply an Inspection Report describing services completed on the service visit date. Contractor shall list services completed and areas worked on Inspection Reports.

XVIII. CONTRACTOR STAFF REQUIREMENTS

- A. Awarded Contractors must maintain an adequate number of staff to complete required service calls.
- B. Awarded Contractors must provide personnel that are trained to complete requested services for various concrete services. Bidders are to include descriptions of the training programs used to train personnel.

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XIX. ADDITIONAL LOCATIONS AND SERVICES NOT LISTED

- A. Tarrant County reserves the right to add or delete locations/services as needed for same or similar services. Tarrant County will request a written quotation from the Contractor for additional locations or services. Awarded Contractors shall submit, in writing, a fair and reasonable price for a service call for the new location(s)/service(s) based on current bid prices submitted by the Contractor for this RFB. If it is determined the quote is excessive, Tarrant County reserves the right to request quotations from additional sources.
- B. Tarrant County will occasionally receive not to exceed estimates off of RFB provisions and pricing for budgetary reasons. Tarrant County will pay actual amount for services (whether over or under the NTE estimate) after properly documented invoice is accepted for processing. When submitting not to exceed (NTE) estimates, vendor is to include RFB No. 2022-031 on their estimate as well as the statement: "Services will be billed at actuals based on contract pricing terms, for time, material and markup (Reference Price Forms).

XX. INVOICING

- A. Purchase orders for annual various concrete services are typically issued at the beginning of the Tarrant County fiscal year during the month of October.
- B. Purchase orders for additional repairs using the hourly rates and parts mark-up are issued as needed.
- C. All invoices are to be sent to the Tarrant County Auditor's Office at AP-Invoices@tarrantcounty.com as well as the Tarrant County Facilities Management Office at TCFMInvoices@tarrantcounty.com. Invoices will be time/date stamped and will be forwarded to the appropriate building manager to complete the requisition. Successful Contractor(s) must provide back-up documentation (such as supplier invoices) for each invoice for auditing purposes. Invoices are to include service tickets with labor hours and supplier invoices for goods purchased. Contractor shall attach invoices for anything they purchase and provide Tarrant County with a markup indicated on the invoice.
- D. Tarrant County reserves the right to request supporting documents for typical truck stock items, if needed. If there are questions or discrepancies about an invoice or some other document that has been submitted with invoice, Contractor will be contacted by a member of the Facilities Management Staff.
- E. Priority must be given to correcting invoices, or providing the additional information, when contacted by Tarrant County Facilities Management Staff in a timely manner or within one (1) to two (2) days after a request has been made by Tarrant County Facilities Management Staff.
- F. All invoices must be dated for the same month the invoice is being submitted. All invoices must specify date of service and be accompanied by a work order or job ticket. Tarrant County Facilities Management will not sign work order or job tickets; thereby unknowingly agreeing to any other terms and conditions that may be listed on their sign-in sheets.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

- G. Awarded Contractor shall not charge Tarrant County a separate “trip charge” or “truck charge” or “service call” on any services performed under this annual contract.
- H. When providing equipment repair services, Contractor’s time shall not start until the Contractor has arrived on-site to start the project and shall be billed in quarter (1/4) hour increments. Time spent by the Contractor loading or unloading their trucks to complete services, while not on Tarrant County property, is not billable.
- I. Tarrant County will not reimburse for parking expenses. There is limited Contractor parking available on a first come first service basis offered by Tarrant County. Bidders should be aware that Tarrant County buildings in the Downtown Fort Worth area have very limited parking.
- J. Warranty Equipment will require original equipment manufacturer (OEM) parts only.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)
Amended: Court Order 69958 (December 7, 1993)
Amended: Court Order 99651 (December 28, 2006)
Amended: Court Order 127875 (June 19, 2018)

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

If your company is already certified, attach a copy of the certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

SUBCONTRACTORS

Bidders shall list below all work that will be subcontracted under this contract. Provide the company name of all sub-contractors identified by the bid due date in the space provided. Bidders should also indicate which areas will be subcontracted to DBE firms and the percentage to be subcontracted to DBE firms.

AREA TO BE SUBCONTRACTED	COMPANY NAME OF SUB-CONTRACTOR	DOLLAR VALUE	DBE PARTICIPATION	
			CHECK ONE YES (or) NO	DBE %
TOTAL				

THE ORIGINAL AND ONE (1) COPY OF THIS PAGE MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Vendor's ability to provide the intended goods or service of the bid. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply the required references will deem the bid as non-responsive and will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms that the Bidder has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Tarrant County prior to the official opening of this RFB.

Vendor hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. **Failure to sign and return this form will result in the rejection of the entire bid.**

Signature _____ **X**
Authorized Representative

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!



Did you sign and submit all
required forms?
If not, your Bid will be
rejected!

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO

_____ Corporation organized & existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ Individual trading as _____

_____ Principal offices are in the city of _____

DUNS Number: _____

CAGE Code: _____

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____ X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

AFFIRMATIONS/FORMS/DOCUMENTS

✓ Check Indicates Completion	
	1. References. Bidder has provided references, other than Tarrant County. References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFB.
	2. Signatures. All forms requiring a signature must be signed. Bids not signed will be rejected.
	3. Price Forms. All sections of Price Forms have been completed.
	4. Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 7 and 8.
	5. Insurance Certificates (If required). Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	6. Addenda. When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms.
	7. It is the Bidders' sole responsibility to print and review all pages of the RFB document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	8. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	9. Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder. Tarrant County will not be responsible for errors made by the Bidder.
	10. Bidders are to include descriptions of the training programs used to train personnel.
	11. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
	12. Bidder has sealed and marked the envelope with the Company Name, RFB Number, Bid Title, and due date.

THE ORIGINAL AND ONE (1) COPY OF THIS FORM SHOULD BE RETURNED WITH BID!

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- The project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

PRICE FORM

ITEM NO.	DESCRIPTION	UNIT PRICE	EST. QTY	UNIT OF MEASURE (UOM)	EXTENDED PRICE
SECTION 1					
ITEM 1 - HEAD WALLS AND WINGWALLS					
1	HEADWALL, 1 BARRELL 15" TO 30"	\$ _____	10	EA	\$ _____
2	HEADWALL, 1 BARRELL 36" TO 48"	\$ _____	10	EA	\$ _____
3	HEADWALL, 1 BARRELL 54" TO 72"	\$ _____	2	EA	\$ _____
4	HEADWALL, 2 BARRELL 15" TO 30"	\$ _____	4	EA	\$ _____
5	HEADWALL, 2 BARRELL 36" TO 48"	\$ _____	2	EA	\$ _____
6	HEADWALL, 2 BARRELL 54" TO 72"	\$ _____	1	EA	\$ _____
7	HEADWALL, 3 BARRELL 15" TO 30"	\$ _____	3	EA	\$ _____
8	HEADWALL, 3 BARRELL 36" TO 48"	\$ _____	2	EA	\$ _____
9	HEADWALL, 3 BARRELL 54" TO 72"	\$ _____	2	EA	\$ _____
10	HEADWALL, 4 BARRELL 15" TO 30"	\$ _____	2	EA	\$ _____

BIDDERS MUST BID ALL ITEMS WITHIN A SECTION.

All travel costs are to be included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract. Bidders are to include all related repair service charges not listed in labor hour unit pricing. Contractor's time shall not start until the Contractor has arrived onsite to start service. No minimum charges per trip.

Quantities and Hours are estimates only. Tarrant County does not intend to guarantee the number of hours. Various Concrete Services are ordered on an as-needed basis.

ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

PRICE FORM

ITEM NO.	DESCRIPTION	UNIT PRICE	EST. QTY	UNIT OF MEASURE (UOM)	EXTENDED PRICE
SECTION 1					
ITEM 1 - HEAD WALLS AND WINGWALLS, CONT.					
11	HEADWALL, 4 BARRELL 36" TO 48"	\$ _____	2	EA	\$ _____
12	HEADWALL, 4 BARRELL 54" TO 72"	\$ _____	1	EA	\$ _____
ITEM 2 - SAFETY END TREATMENT					
13	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 15"-30"	\$ _____	5	EA	\$ _____
14	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 36"-48"	\$ _____	5	EA	\$ _____
15	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 54"-72"	\$ _____	5	EA.	\$ _____
16	TYPE II SAFETY END TREATMENT SETP-CD CROSS DRAINAGE, 15"-30"	\$ _____	5	EA	\$ _____
17	TYPE II SAFETY END TREATMENT SETP-CD CROSS DRAINAGE, 36"-48"	\$ _____	5	EA	\$ _____
18	TYPE II SAFETY END TREATMENT SETP-CD CROSS DRAINAGE, 54"-72"	\$ _____	5	EA	\$ _____
BIDDERS MUST BID ALL ITEMS WITHIN A SECTION.					
<p>All travel costs are to be included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract. Bidders are to include all related repair service charges not listed in labor hour unit pricing. Contractor's time shall not start until the Contractor has arrived onsite to start service. No minimum charges per trip.</p>					
<p>Quantities and Hours are estimates only. Tarrant County does not intend to guarantee the number of hours. Various Concrete Services are ordered on an as-needed basis.</p>					
ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.					

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

PRICE FORM

ITEM NO.	DESCRIPTION	UNIT PRICE	EST. QTY	UNIT OF MEASURE (UOM)	EXTENDED PRICE
SECTION 1					
SECTION 1, CONT.					
MISCELLANEOUS CONCRETE SERVICES					
19	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	\$ _____	20	CY	\$ _____
20	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	\$ _____	5	HR	\$ _____
21	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	\$ _____	2	HR	\$ _____
22	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	\$ _____	2	HR	\$ _____
23	LIST NUMBER OF TRAINED PERSONNEL THAT YOUR FIRM CURRENTLY EMPLOYS	_____			
24	LIST MAXIMUM RESPONSE TIME FOR STANDARD CALL	_____			
25	LIST MAXIMUM RESPONSE TIME FOR EMERGENCY CALL	_____			
				SECTION 1	TOTAL \$ _____
BIDDERS MUST BID ALL ITEMS WITHIN A SECTION.					
<p>All travel costs are to be included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract. Bidders are to include all related repair service charges not listed in labor hour unit pricing. Contractor's time shall not start until the Contractor has arrived onsite to start service. No minimum charges per trip.</p>					
<p>Quantities and Hours are estimates only. Tarrant County does not intend to guarantee the number of hours. Various Concrete Services are ordered on an as-needed basis.</p>					
ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES.					

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

PRICE FORM

ITEM NO.	DESCRIPTION	UNIT PRICE	EST. QTY	UNIT OF MEASURE (UOM)	EXTENDED PRICE
SECTION 2					
ITEMS 3-9 - CURBS AND GUTTERS, MEDIANS, SIDEWALKS, ETC.					
26	CURBS AND GUTTERS	\$ _____	2100	LF	\$ _____
27	MEDIANS	\$ _____	500	SF	\$ _____
28	SIDEWALK	\$ _____	9000	SF	\$ _____
29	BARRIER FREE RAMP	\$ _____	10	EA	\$ _____
30	DRIVEWAYS	\$ _____	6000	SF	\$ _____
31	TOPSOIL	\$ _____	200	SY	\$ _____
32	SOD	\$ _____	200	SY	\$ _____
33	DEMOLITION, REMOVAL, & DISPOSAL	\$ _____	500	SF	\$ _____
BIDDERS MUST BID ALL ITEMS WITHIN A SECTION					
<p>All travel costs are to be included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract. Bidders are to include all related repair service charges not listed in labor hour unit pricing. Contractor's time shall not start until the Contractor has arrived onsite to start service. No minimum charges per trip.</p>					
<p>Quantities and Hours are estimates only. Tarrant County does not intend to guarantee the number of hours. Various Concrete Services are ordered on an as-needed basis.</p>					
ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES					

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

PRICE FORM

ITEM NO.	DESCRIPTION	UNIT PRICE	EST. QTY	UNIT OF MEASURE (UOM)	EXTENDED PRICE
SECTION 2					
SECTION 2, CONT.					
MISCELLANEOUS CONCRETE SERVICES					
34	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	\$ _____	20	CY	\$ _____
35	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	\$ _____	5	HR	\$ _____
36	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	\$ _____	2	HR	\$ _____
37	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	\$ _____	2	HR	\$ _____
38	LIST NUMBER OF TRAINED PERSONNEL THAT YOUR FIRM CURRENTLY EMPLOYS	_____			
39	LIST MAXIMUM RESPONSE TIME FOR STANDARD CALL	_____			
40	LIST MAXIMUM RESPONSE TIME FOR EMERGENCY CALL	_____			
				SECTION 2	TOTAL \$ _____
					SECTION 1 TOTAL \$ _____
					SECTION 2 TOTAL \$ _____
					TOTAL AMOUNT OF BID: \$ _____
BIDDERS MUST BID ALL ITEMS WITHIN A SECTION.					
<p>All travel costs are to be included in hourly labor rate. Contractor shall not charge Tarrant County a separate Trip Charge, Truck Charge, Fuel Charge or Service Call on any project performed under this Annual Contract. Bidders are to include all related repair service charges not listed in labor hour unit pricing. Contractor's time shall not start until the Contractor has arrived onsite to start service. No minimum charges per trip.</p>					
<p>Quantities and Hours are estimates only. Tarrant County does not intend to guarantee the number of hours. Various Concrete Services are ordered on an as-needed basis.</p>					
ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS REQUIRED SHALL BE INCLUDED IN UNIT PRICES					

Please cut out and affix to the outside of your response package



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

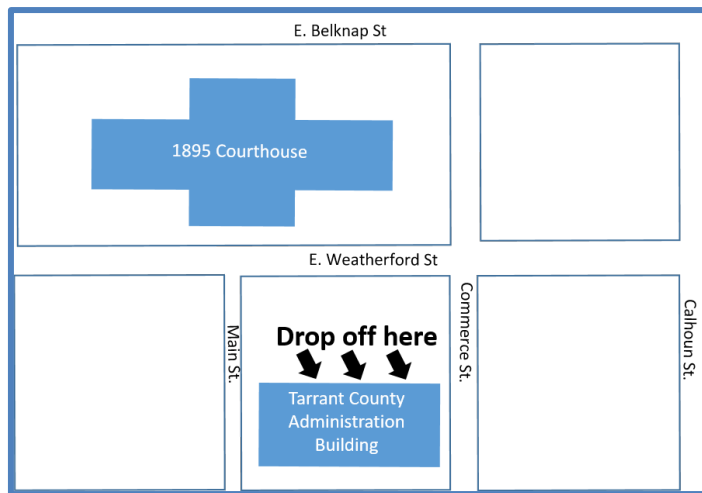
RFB No. 2022-033

**Annual Contract for Various Concrete
Services**

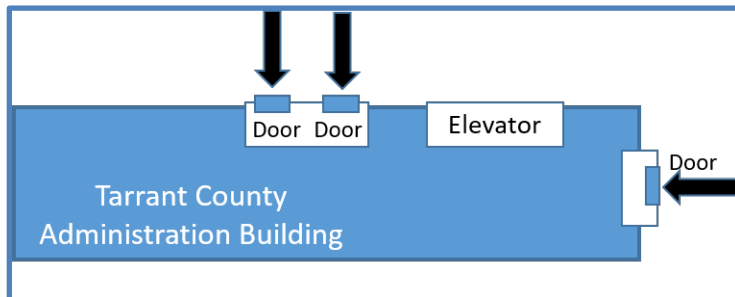
Due Date: NOVEMBER 22, 2021 AT 2:00 P.M.

Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104

Street
View



Building
View





TARRANT COUNTY PURCHASING DEPARTMENT
100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM
Assistant Purchasing Agent

TARRANT COUNTY
PURCHASING DEPARTMENT

NOVEMBER 22, 2021

RFB NO. 2022-031

ADDENDUM NO. 1

ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

BIDS DUE DECEMBER 2, 2021 AT 2:00 P.M. CST

1. Change(s):

- A. The due date for this RFB has been changed to Thursday, December 2, 2021 at 2:00 p.m., CST.

THIS ADDENDUM NO. 1 DOES NOT REQUIRE A SIGNATURE.

Please cut out and affix to the outside of your response package.



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

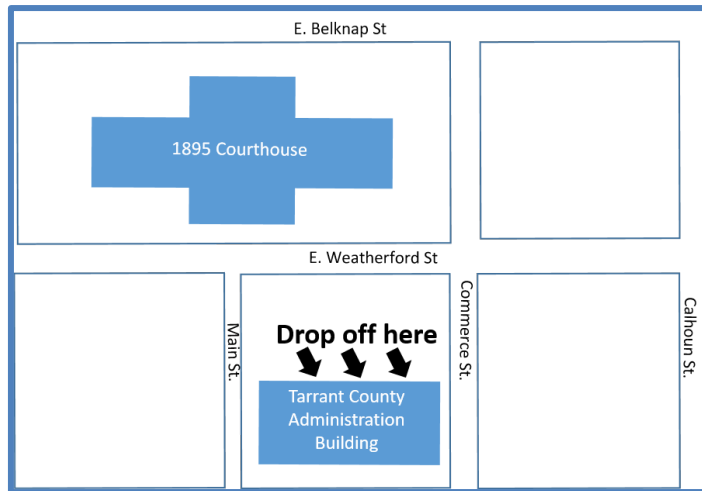
RFB No. 2022-031

**ANNUAL CONTRACT FOR VARIOUS CONCRETE
SERVICES**

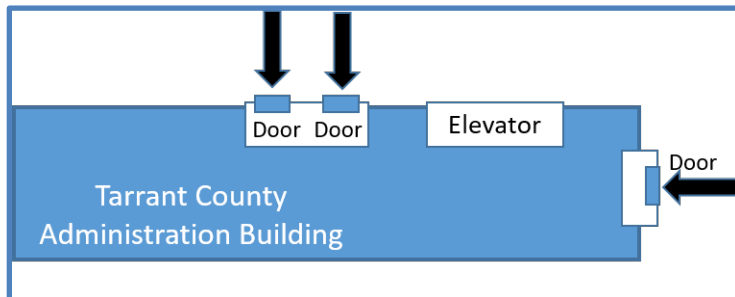
Due Date: DECEMBER 2, 2021 AT 2:00 P.M.

**Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104**

Street View



Building View





COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER 139852

PAGE 1 OF 7

DATE: 12/06/2022

SUBJECT: **BID NO. 2022-031 - ANNUAL CONTRACT FOR VARIOUS
CONCRETE SERVICES - COUNTYWIDE - RELIABLE PAVING,
INC. - EXERCISE FIRST OPTION FOR RENEWAL - SAME FIRM
FIXED PRICES AND HOURLY RATE**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of Bid No. 2022-031, Annual Contract for Various Concrete Services, for the first optional twelve (12) month period at the same firm fixed prices and hourly rate.

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.

The award was based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

The vendor notified Purchasing in writing that their prices will remain firm through January 5, 2024. Facilities Management notified Purchasing in writing that they are pleased with the vendor and want to renew.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that the Commissioners Court approve renewal of Bid No. 2022-031, Annual Contract for Various Concrete Services, for another twelve (12) month period.

FISCAL IMPACT

Expenses for last year were approximately \$185,035.00. Services are provided on an as-needed basis. Funding is available in account 532011/10000-2023/Various Cost Centers.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Rita Pauley Chris Lax, CPSM, CPSD, CPCP
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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 - Countywide - Reliable Paving, Inc. - Exercise First Option for Renewal - Same Firm Fixed Prices and Hourly Rate

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.

Memorandum

Date: October 12, 2022

To: Mike Amador, Willie Shephard, Chad Raines, Joshua Palmer

Dept.: Facilities Management

From: Rita C. Pauley, Senior Buyer, Tarrant County Purchasing, Construction

Re: First Renewal of RFB 2022-031, Annual Contract for Various Concrete Services

The above referenced contract will expire on January 4, 2023. This contract included two (2) options to renew with the vendor for an additional twelve (12) month term. The first renewal term would commence January 5, 2023, and would expire January 4, 2024.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve (12) more months, check the appropriate box and email this form back to me on or before **Tuesday, October 18, 2022, by 12:00 Noon.**

Current Contracted Vendors:

Primary Reliable Paving, Inc.

Yes, I wish to continue the current contract with the above-mentioned vendor for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

No, I do not wish to renew the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Joshua B. Palmer DATE: 11/9/22



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPCP
Assistant Purchasing Agent

October 12, 2022

Charles N. Long, President
Reliable Paving, Inc.
1903 North Payne
Arlington, TX 76001
steven@reliablepaving.com

Re: RFB No. 2022-031 – Annual Contract for Various Concrete Services

Dear Mr. Long,

Referenced bid was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of January 5, 2022, through January 4, 2023. The effective dates for the first renewal option will commence January 5, 2023 and expire on January 4, 2024.

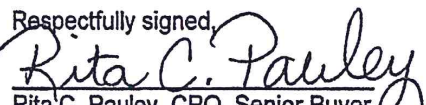
Tarrant County Purchasing Department hereby extends an invitation Reliable Paving, Inc. to accept the first option for an additional one (1) year period as the primary vendor for this bid as awarded on January 4, 2022. Reliable Paving, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through January 4, 2024.

Yes, Reliable Paving, Inc. will accept the offer to extend the same contract pricing and discounts through January 4, 2024. **Please include a current 1295 Form with your response.**

No, Reliable Paving, Inc. will NOT accept the offer to extend the same contract pricing and discounts through January 4, 2024.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a listing of the participating entities with this letter.

Please email your signed response.

Respectfully signed,

Rita C. Pauley, CPO, Senior Buyer
Tarrant County Purchasing, Construction
817-212-6829


Charles N. Long, President
Reliable Paving, Inc.
817-467-0779

11/9/22
Date

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.		Primary	
Arlington, TX		RELIABLE PAVING INC.	
HUB:		No	
Co-Op:		Yes	
Unit		Ext	
Item	Description	Qty	
Section 1			
Head Walls And Wingwalls			
1	HEADWALL, 1 BARRELL 15" TO 30"	10	\$ 6,600.00 \$ 66,000.00
2	HEADWALL, 1 BARRELL 36" TO 48"	10	\$ 7,800.00 \$ 78,000.00
3	HEADWALL, 1 BARRELL 54" TO 72"	2	\$ 10,200.00 \$ 20,400.00
4	HEADWALL, 2 BARRELL 15" TO 30"	4	\$ 9,600.00 \$ 38,400.00
5	HEADWALL, 2 BARRELL 36" TO 48"	2	\$ 12,000.00 \$ 24,000.00
6	HEADWALL, 2 BARRELL 54" TO 72"	1	\$ 18,000.00 \$ 18,000.00
7	HEADWALL, 3 BARRELL 15" TO 30"	3	\$ 13,200.00 \$ 39,600.00
8	HEADWALL, 3 BARRELL 36" TO 48"	2	\$ 16,800.00 \$ 33,600.00
9	HEADWALL, 3 BARRELL 54" TO 72"	2	\$ 26,400.00 \$ 52,800.00
10	HEADWALL, 4 BARRELL 15" TO 30"	2	\$ 16,800.00 \$ 33,600.00
11	HEADWALL, 4 BARRELL 36" TO 48"	2	\$ 22,800.00 \$ 45,600.00
12	HEADWALL, 4 BARRELL 54" TO 72"	1	\$ 31,200.00 \$ 31,200.00
SAFETY END TREATMENT			
13	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 15"-30"	5	\$ 6,480.00 \$ 32,400.00
14	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 36"-48"	5	\$ 7,800.00 \$ 39,000.00
15	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 54"-72"	5	\$ 10,800.00 \$ 54,000.00
16	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 15"-30"	5	\$ 7,600.00 \$ 38,000.00

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.		Primary	
Arlington, TX		RELIABLE PAVING INC.	
HUB:		No	
Co-Op:		Yes	
Item	Description	Qty	Unit
17	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 36"-48"	5	\$ 9,800.00 \$ 49,000.00
18	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 54"-72"	5	\$ 16,800.00 \$ 84,000.00
MISCELLANEOUS CONCRETE SERVICES			
19	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	20	\$ 1,380.00 \$ 27,600.00
20	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	5	\$ 55.00 \$ 275.00
21	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	2	\$ 88.00 \$ 176.00
22	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	2	\$ 97.00 \$ 194.00
Subtotal Section 1			\$ 805,845.00
23	List Number of Trained Technicians that your firm currently employs:		110
24	List Maximum Response Time for Standard Call:		10 Days
25	List Maximum Response Time for Emergency Call:		3 Days
Section 2			
CURBS AND GUTTERS, MEDIANS, SIDEWALKS, ETC.			
26	CURBS AND GUTTERS	2100	\$ 82.00 \$ 172,200.00
27	MEDIANS	500	\$ 13.00 \$ 6,500.00
28	SIDEWALK	9000	\$ 9.60 \$ 86,400.00

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.		Primary	
RELIABLE PAVING INC.		Arlington, TX	
HUB:		No	
Co-Op:		Yes	
Unit		Ext	
Item	Description	Qty	
29	BARRIER FREE RAMP	10	\$ 3,250.00 \$ 32,500.00
30	DRIVEWAYS	6000	\$ 9.80 \$ 58,800.00
31	TOPSOIL	200	\$ 8.30 \$ 1,660.00
32	SOD	200	\$ 10.00 \$ 2,000.00
33	DEMOLITION, REMOVAL, & DISPOSAL	500	\$ 11.00 \$ 5,500.00
MISCELLANEOUS CONCRETE SERVICES			
34	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	20	\$ 590.00 \$ 11,800.00
35	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	5	\$ 55.00 \$ 275.00
36	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	2	\$ 88.00 \$ 176.00
37	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	2	\$ 97.00 \$ 194.00
Subtotal Section 2			\$ 378,005.00
38	List Number of Trained Technicians that your firm currently employs:		110
39	List Maximum Response Time for Standard Call:		10 Days
40	List Maximum Response Time for Emergency Call:		3 Days
41	GRAND TOTAL AMOUNT OF BID		\$ 1,183,850.00

7. Bid No. 2022-031 - Annual Contract for Various Concrete Services - Countywide - Reliable Paving, Inc. - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices and Hourly Rate



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 9

DATE: 10/03/2023

SUBJECT: **BID NO. 2022-031 - ANNUAL CONTRACT FOR VARIOUS
CONCRETE SERVICES - COUNTYWIDE - RELIABLE PAVING,
INC. - EXERCISE SECOND AND FINAL OPTION FOR RENEWAL -
SAME FIRM FIXED PRICES AND HOURLY RATE**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of Bid No. 2022-031, Annual Contract for Various Concrete Services, for the second and final optional twelve (12) month period at the same firm fixed prices and hourly rate.

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.

The award was based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

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

The vendor notified Purchasing in writing that their prices will remain firm through January 4, 2025. Facilities Management notified Purchasing in writing that they are pleased with the vendor and want to renew.

This contract is utilized for various concrete services countywide, including but not limited to headwalls, wing walls, safety end treatment, curbs, gutters, medians, sidewalks, barrier-free ramps, and driveways. The contract includes pouring concrete in new locations as well as the demolition, removal and disposal of existing concrete surfaces and replacement with new concrete services as needed.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that the Commissioners Court approve the renewal of Bid No. 2022-031, Annual Contract for Various Concrete Services, for another twelve (12) month period.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Gwen Peterson, C.P.M., A.P.P. Chris Lax, CPSM, CPSD, CPCP
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COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 10/03/2023 PAGE 2 OF 9

FISCAL IMPACT

Expenses for last year were approximately \$290,071.50. The County's future cost will be determined by services provided on an as-needed basis. Funding is available in account 532011/10000-2024/Various Cost Centers.



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 - Countywide - Reliable Paving, Inc. - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices and Hourly Rate

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.



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 17, 2023

Charles N. Long, President
Reliable Paving, Inc.
1903 North Payne
Arlington, TX 76001
caleb@reliablepaving.com

Re: RFB No. 2022-031 – Annual Contract for Various Concrete Services

Dear Mr. Long,

Referenced bid was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of January 5, 2022, through January 4, 2023. The effective dates for the second and final renewal option will commence January 5, 2024 and expire on January 4, 2025.

Tarrant County Purchasing Department hereby extends an invitation Reliable Paving, Inc. to accept the first option for an additional one (1) year period as the primary vendor for this bid as awarded on January 4, 2022. Reliable Paving, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through January 4, 2025.

Yes, Reliable Paving, Inc. will accept the offer to extend the same contract pricing and discounts through January 4, 2025. Please include a current 1295 Form with your response.

No, Reliable Paving, Inc. will NOT accept the offer to extend the same contract pricing and discounts through January 4, 2025.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a listing of the participating entities with this letter.

Please fax or email your signed response.

Respectfully signed,

Gwen Peterson
Gwen Peterson, Senior Buyer
Tarrant County Purchasing, Construction
817-884-1145

Charles N. Long
Charles N. Long, President
Reliable Paving, Inc.
817-467-0779

08/25/23
Date

OTHER GOVERNMENTAL ENTITIES:

- City of Richland Hills
- City of Burleson

Memorandum

To: Michael Amador, Willie Shephard, Chad Rains or Joshua Palmer
Dept: Tarrant County Facilities Management
From: Gwen Peterson, C.P.M., A.P.P., Sr. Buyer, Purchasing Department
Date: August 15, 2023

Re: RFB 2022-031, Annual Contract for Various Concrete Services

The above referenced contract will expire on January 4, 2024. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence January 5, 2024, and would expire January 4, 2025.

If you wish to exercise this option to renew and continue this contract with the vendors listed below for twelve more months, please check the appropriate item and email this form back to me by.

Vendor: Reliable Paving, Inc.

Yes, I wish to continue the current contract with the above-mentioned vendor for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

532011/10000-2024/Various Cost Centers

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Joshua B. Palmer

DATE: 8/17/23

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.		Primary	
Arlington, TX		RELIABLE PAVING INC.	
HUB:		No	
Co-Op:		Yes	
Unit		Ext	
Item	Description	Qty	
Section 1			
Head Walls And Wingwalls			
1	HEADWALL, 1 BARRELL 15" TO 30"	10	\$ 6,600.00 \$ 66,000.00
2	HEADWALL, 1 BARRELL 36" TO 48"	10	\$ 7,800.00 \$ 78,000.00
3	HEADWALL, 1 BARRELL 54" TO 72"	2	\$ 10,200.00 \$ 20,400.00
4	HEADWALL, 2 BARRELL 15" TO 30"	4	\$ 9,600.00 \$ 38,400.00
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12	HEADWALL, 4 BARRELL 54" TO 72"	1	\$ 31,200.00 \$ 31,200.00
SAFETY END TREATMENT			
13	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 15"-30"	5	\$ 6,480.00 \$ 32,400.00
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16	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 15"-30"	5	\$ 7,600.00 \$ 38,000.00

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.		Primary	
RELIABLE PAVING INC.		Arlington, TX	
HUB:		No	
Co-Op:		Yes	
Item	Description	Qty	Unit
17	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 36"-48"	5	\$ 9,800.00 \$ 49,000.00
18	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 54"-72"	5	\$ 16,800.00 \$ 84,000.00
MISCELLANEOUS CONCRETE SERVICES			
19	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	20	\$ 1,380.00 \$ 27,600.00
20	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	5	\$ 55.00 \$ 275.00
21	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	2	\$ 88.00 \$ 176.00
22	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	2	\$ 97.00 \$ 194.00
Subtotal Section 1			\$ 805,845.00
23	List Number of Trained Technicians that your firm currently employs:		110
24	List Maximum Response Time for Standard Call:		10 Days
25	List Maximum Response Time for Emergency Call:		3 Days
Section 2			
CURBS AND GUTTERS, MEDIANS, SIDEWALKS, ETC.			
26	CURBS AND GUTTERS	2100	\$ 82.00 \$ 172,200.00
27	MEDIANS	500	\$ 13.00 \$ 6,500.00
28	SIDEWALK	9000	\$ 9.60 \$ 86,400.00

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.		Primary	
RELIABLE PAVING INC.		Arlington, TX	
HUB:		No	
Co-Op:		Yes	
Item	Description	Qty	Unit
29	BARRIER FREE RAMP	10	\$ 3,250.00 \$ 32,500.00
30	DRIVEWAYS	6000	\$ 9.80 \$ 58,800.00
31	TOPSOIL	200	\$ 8.30 \$ 1,660.00
32	SOD	200	\$ 10.00 \$ 2,000.00
33	DEMOLITION, REMOVAL, & DISPOSAL	500	\$ 11.00 \$ 5,500.00
MISCELLANEOUS CONCRETE SERVICES			
34	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	20	\$ 590.00 \$ 11,800.00
35	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	5	\$ 55.00 \$ 275.00
36	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	2	\$ 88.00 \$ 176.00
37	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	2	\$ 97.00 \$ 194.00
Subtotal Section 2			\$ 378,005.00
38	List Number of Trained Technicians that your firm currently employs:		110
39	List Maximum Response Time for Standard Call:		10 Days
40	List Maximum Response Time for Emergency Call:		3 Days
41	GRAND TOTAL AMOUNT OF BID		\$ 1,183,850.00

66

CD # 141889



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 9

DATE: 10/03/2023

SUBJECT: **BID NO. 2022-031 - ANNUAL CONTRACT FOR VARIOUS
CONCRETE SERVICES - COUNTYWIDE - RELIABLE PAVING,
INC. - EXERCISE SECOND AND FINAL OPTION FOR RENEWAL -
SAME FIRM FIXED PRICES AND HOURLY RATE**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of Bid No. 2022-031, Annual Contract for Various Concrete Services, for the second and final optional twelve (12) month period at the same firm fixed prices and hourly rate.

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.

The award was based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

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

The vendor notified Purchasing in writing that their prices will remain firm through January 4, 2025. Facilities Management notified Purchasing in writing that they are pleased with the vendor and want to renew.

This contract is utilized for various concrete services countywide, including but not limited to headwalls, wing walls, safety end treatment, curbs, gutters, medians, sidewalks, barrier-free ramps, and driveways. The contract includes pouring concrete in new locations as well as the demolition, removal and disposal of existing concrete surfaces and replacement with new concrete services as needed.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that the Commissioners Court approve the renewal of Bid No. 2022-031, Annual Contract for Various Concrete Services, for another twelve (12) month period.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Gwen Peterson, C.P.M., A.P.P. Chris Lax, CPSM, CPSD, CPCP
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COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 10/03/2023 PAGE 2 OF 9

FISCAL IMPACT

Expenses for last year were approximately \$290,071.50. The County's future cost will be determined by services provided on an as-needed basis. Funding is available in account 532011/10000-2024/Various Cost Centers.



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 - Countywide - Reliable Paving, Inc. - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices and Hourly Rate

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.



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 17, 2023

Charles N. Long, President
Reliable Paving, Inc.
1903 North Payne
Arlington, TX 76001
caleb@reliablepaving.com

Re: RFB No. 2022-031 – Annual Contract for Various Concrete Services

Dear Mr. Long,

Referenced bid was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of January 5, 2022, through January 4, 2023. The effective dates for the second and final renewal option will commence January 5, 2024 and expire on January 4, 2025.

Tarrant County Purchasing Department hereby extends an invitation Reliable Paving, Inc. to accept the first option for an additional one (1) year period as the primary vendor for this bid as awarded on January 4, 2022. Reliable Paving, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through January 4, 2025.

Yes, Reliable Paving, Inc. will accept the offer to extend the same contract pricing and discounts through January 4, 2025. Please include a current 1295 Form with your response.

No, Reliable Paving, Inc. will NOT accept the offer to extend the same contract pricing and discounts through January 4, 2025.

Are any other governmental entities currently utilizing this contract? Yes No
If yes, please return a listing of the participating entities with this letter.

Please fax or email your signed response.

Respectfully signed,

Gwen Peterson
Gwen Peterson, Senior Buyer
Tarrant County Purchasing, Construction
817-884-1145

Charles N. Long
Charles N. Long, President
Reliable Paving, Inc.
817-467-0779

08/25/23
Date

OTHER GOVERMENTAL ENTITIES:

- City of Richland Hills
- City of Burleson

Memorandum

To: Michael Amador, Willie Shephard, Chad Rains or Joshua Palmer
Dept: Tarrant County Facilities Management
From: Gwen Peterson, C.P.M., A.P.P., Sr. Buyer, Purchasing Department
Date: August 15, 2023
Re: RFB 2022-031, Annual Contract for Various Concrete Services

The above referenced contract will expire on January 4, 2024. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence January 5, 2024, and would expire January 4, 2025.

If you wish to exercise this option to renew and continue this contract with the vendors listed below for twelve more months, please check the appropriate item and email this form back to me by.

Vendor: Reliable Paving, Inc.

Yes, I wish to continue the current contract with the above-mentioned vendor for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

532011/10000-2024/Various Cost Centers

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: Joshua B. Palmer

DATE: 8/17/23

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.		Primary	
RELIABLE PAVING INC.		Arlington, TX	
HUB:		No	
Co-Op:		Yes	
Unit		Ext	
Item	Description	Qty	
Section 1			
Head Walls And Wingwalls			
1	HEADWALL, 1 BARRELL 15" TO 30"	10	\$ 6,600.00 \$ 66,000.00
2	HEADWALL, 1 BARRELL 36" TO 48"	10	\$ 7,800.00 \$ 78,000.00
3	HEADWALL, 1 BARRELL 54" TO 72"	2	\$ 10,200.00 \$ 20,400.00
4	HEADWALL, 2 BARRELL 15" TO 30"	4	\$ 9,600.00 \$ 38,400.00
5	HEADWALL, 2 BARRELL 36" TO 48"	2	\$ 12,000.00 \$ 24,000.00
6	HEADWALL, 2 BARRELL 54" TO 72"	1	\$ 18,000.00 \$ 18,000.00
7	HEADWALL, 3 BARRELL 15" TO 30"	3	\$ 13,200.00 \$ 39,600.00
8	HEADWALL, 3 BARRELL 36" TO 48"	2	\$ 16,800.00 \$ 33,600.00
9	HEADWALL, 3 BARRELL 54" TO 72"	2	\$ 26,400.00 \$ 52,800.00
10	HEADWALL, 4 BARRELL 15" TO 30"	2	\$ 16,800.00 \$ 33,600.00
11	HEADWALL, 4 BARRELL 36" TO 48"	2	\$ 22,800.00 \$ 45,600.00
12	HEADWALL, 4 BARRELL 54" TO 72"	1	\$ 31,200.00 \$ 31,200.00
SAFETY END TREATMENT			
13	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 15"-30"	5	\$ 6,480.00 \$ 32,400.00
14	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 36"-48"	5	\$ 7,800.00 \$ 39,000.00
15	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 54"-72"	5	\$ 10,800.00 \$ 54,000.00
16	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 15"-30"	5	\$ 7,600.00 \$ 38,000.00

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.		Primary	
Arlington, TX		RELIABLE PAVING INC.	
HUB:		No	
Co-Op:		Yes	
Item	Description	Qty	Unit
17	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 36"-48"	5	\$ 9,800.00 \$ 49,000.00
18	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 54"-72"	5	\$ 16,800.00 \$ 84,000.00
MISCELLANEOUS CONCRETE SERVICES			
19	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	20	\$ 1,380.00 \$ 27,600.00
20	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	5	\$ 55.00 \$ 275.00
21	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	2	\$ 88.00 \$ 176.00
22	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	2	\$ 97.00 \$ 194.00
Subtotal Section 1			\$ 805,845.00
23	List Number of Trained Technicians that your firm currently employs:		110
24	List Maximum Response Time for Standard Call:		10 Days
25	List Maximum Response Time for Emergency Call:		3 Days
Section 2			
CURBS AND GUTTERS, MEDIANS, SIDEWALKS, ETC.			
26	CURBS AND GUTTERS	2100	\$ 82.00 \$ 172,200.00
27	MEDIANS	500	\$ 13.00 \$ 6,500.00
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Item	Description	Qty	Unit
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33	DEMOLITION, REMOVAL, & DISPOSAL MISCELLANEOUS CONCRETE SERVICES	500	\$ 11.00 \$ 5,500.00
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41	GRAND TOTAL AMOUNT OF BID		\$ 1,183,850.00