



80

CD# 143913

COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 20

DATE: 09/17/2024

SUBJECT: **BID NO. F2024187 - MARKUM RANCH ROAD WIDENING
PROJECT - TRANSPORTATION SERVICES - JACKSON
CONSTRUCTION, LTD.**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award Bid No. F2024187, Markum Ranch Road Widening Project, for Transportation Services, to Jackson Construction, Ltd. for \$2,513,237.00, approve contract and accept bonds.

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. Five hundred four (504) 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 August 19, 2024 was attended by two (2) vendors as well as representative from Pacheco Koch a Westwood Company, Transportation Services, and Purchasing. Three (3) bids and two (2) no-bids were received.

The bid received from Jackson Construction, Ltd. meets all specifications and is acceptable to Transportation Services.

The purpose of this bid is to widen and reconstruct Markum Ranch Road from the I-20 eastbound frontage road southward to Ranchers Legacy Trail.

Therefore, it is the joint recommendation of Pacheco Koch a Westwood Company, Transportation Services, and Purchasing, that Bid No. F2024187, Markum Ranch Road Widening Project, be awarded to Jackson Construction, Ltd. for \$2,513,237.00.

The contract is attached for approval and signature. The CDA's Office reviewed this contract as to form.

SUBMITTED BY: Purchasing

PREPARED BY: Julian Cano
APPROVED BY: Chris Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

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FISCAL IMPACT

Funding in the amount of \$2,513,237.00 is available in the following accounts:

\$1,800,000.00	2006 Transportation Bond Program Discretionary Fund/579061 County Projects/6840100000 Transportation/47700-2024 2006 Transportation Bond Election
\$ 600,000.00	Precinct 1 Road and Bridge Fund/579061 County Projects/6110300000 Precinct 1 Maintenance/26100-2024 Road and Bridge
\$ 113,237.00	OpSubs Fund/Grant-2004/M0211-2022

CONTRACT

THE STATE OF TEXAS § Agreement for Markum Ranch Road Widening
COUNTY OF TARRANT § F2024187

This Agreement is by and between Tarrant County, Texas (the "Owner"), and Jackson Construction, Ltd. (the "Contractor"). In consideration of the mutual promises and agreements contained herein, the Owner and Contractor agree as follows:

1. The Contractor will perform the work required by and described in the Contract Documents listed in Section 8 below of the Agreement, generally titled "Markum Ranch Road Widening" (the "Project"). The Contractor will complete the Project no later than two hundred seventy (270) calendar days after the agreed upon start date.
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances, equipment and materials necessary for the completion of the Project in accordance with the drawings and specifications prepared by Pacheco Koch a Westwood Company and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. The Contractor hereby agrees and binds itself to commence work within Ten (10) days after "Notice to Proceed" issued by Tarrant County.
4. **Total Contract Price:** The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of two millions five hundred thirteen thousands two hundred thirty-seven dollars and 00/100 cents (\$2,513,237.00). The Total Contract Price consists of the following components:

Materials, Services, Mobilization, Reference Contractor Questionnaire, attached.

Total Contract Price

\$ 2,513,237.00

5. Based upon applications for payment submitted to Tarrant County Facilities Management by Contractor, the Owner will make progress payments on account of the Total Contract Price to the Contractor as follows:

There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.
6. **TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.**
7. Contractor acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached and marked "Attachment A."

8. The Contract Documents consist of the following:

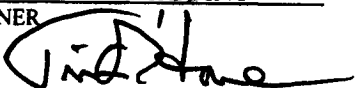
- This Agreement
- Invitation for Bid F2024187 Bid Documents
- Pacheco Koch a Westwood Company Specifications & Drawings
- Jackson Construction, Ltd. response to IFB F2024187
- Any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

COUNTY OF TARRANT

OWNER



(SIGNATURE)

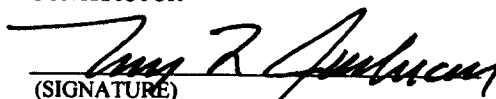
BY: Tim O'Hare

TITLE: County Judge

Date: 9/17/2024

JACKSON CONSTRUCTION, LTD.

CONTRACTOR



(SIGNATURE)

BY: Troy L. Jackson

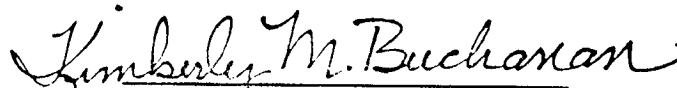
TITLE: President

Date 9/3/2024

*Approved as to Form:

Certification of Funds Available
for the Amount of \$2,513,237.00

Kimberly Collist Wesley
Criminal District Attorney's Office



Kim Buchanan
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.