

RFB 2023-066 Mental Health Jail Diversion Center Renovation Project

AWARD

	Falkenberg Construction Co., Inc. Grand Prairie, TX HUB - Yes	Imperial Construction, Inc. Weatherford, TX HUB - No	CMC Development and Construction Corporation Dallas, TX HUB - Yes
Item	Price	Price	Price
Materials	\$ 863,362.00	\$ 498,705.00	\$ 1,018,500.00
Services	\$ 383,171.00	\$ 829,379.00	\$ 436,500.00
Required Bonds	\$ 30,703.00	\$ 16,917.00	\$ 45,000.00
TOTAL	\$ 1,277,236.00	\$ 1,345,001.00	\$ 1,500,000.00
Earliest Start Date	3/1/2023	3/13/2023	3/20/2023
Total Calendar Days to Complete	180	245	270
ADD Drilled pier shafts, complete with drilling, excavation, concrete, and reinforcing			
Item	Price	Price	Price
1 - 24" Diameter Piers	\$ 13.00	\$ 60.00	No Bid
2 - 30" Diameter Piers	\$ 17.00	\$ 80.00	No Bid
DEDUCT Drilled pier shafts, complete with drilling, excavation, concrete, and reinforcing			
3 - 24" Diameter Piers	\$ 13.00	\$ 10.00	No Bid
4 - 30" Diameter Piers	\$ 17.00	\$ 12.00	No Bid
ADD Additional temporary metal casings for drilled pier shafts			
5 - 24" Diameter Piers	\$ 70.00	\$ 75.00	No Bid
6 - 30" Diameter Piers	\$ 85.00	\$ 95.00	No Bid
DSA Contractors, Post L Group, and Taurus Commercial Inc. were deemed non-responsive due to them not signing addendums as required per bid documents.			

200 Bailey Avenue, Suite 200
Fort Worth, Texas 76107
817. 921.5928 Office
817. 302.0692 Fax
hahnfeld.com



February 22, 2023

Elizabeth Pietsch, MBA, CPCM
Senior Contracts Administrator - Construction
Tarrant County Purchasing
100 E. Weatherford St., Suite 303
Fort Worth, Texas 76196-0104

Re: RFB 2023-066 Mental Health Jail Diversion Center Renovation Project
812 West Morphy Street
Fort Worth, Texas 76119
HHS Job Number 21063-00

Elizabeth:

Following the bidding and scope review meeting held with Falkenberg Construction Company, LLC on February 22, 2023, with clarifications received and agreed during the meeting, I recommend that the County accept their bid and proceed with Falkenberg Construction Company, LLC to accomplish the Work as stated for the project in the contract documents.

HAHNFELD HOFFER STANFORD
architects planners interiors



Gary A. Ryan, NCARB, AIA
Associate Principal

THE STATE OF TEXAS § Agreement for Falkenberg Construction Co., Inc.
COUNTY OF TARRANT § RFB 2023-066

This Agreement is by and between Tarrant County, Texas (the "Owner"), and Falkenberg Construction Co., Inc. (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 "Mental Health Jail Diversion Center Renovation Project" (the "Project"). The Contractor will complete the Project no later than one hundred eighty (180) 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 Hahnfeld Hoffer Stanford 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 one million two hundred seventy-seven thousand two hundred thirty-six dollars (\$1,277, 236.00). The Total Contract Price consists of the following components:

Materials	\$ 863,362.00
Services	\$ 383,171.00
Required Bonds	\$ 30,703.00
Total Contract Price	\$ 1,277,236.00

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

There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.

6. **TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.**

7. **Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
8. The Contract Documents consist of the following:
- This Agreement
 - Request for Bid 2023-066 Volume I Bid Documents
 - Request for Bid 2023-066 Volume II Technical Specifications
 - Baird, Hampton & Brown Document Drawings
 - Falkenberg Construction Co., Inc. response to RFB 2023-066
 - 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

FALKENBERG CONSTRUCTION CO., INC.
CONTRACTOR

(SIGNATURE)

(SIGNATURE)

BY: Tim O'Hare

BY: John Castro

TITLE: County Judge

TITLE: President

Date: _____

Date: 28 FEB 2023

*Approved as to Form:

Certification of Funds Available
in the Amount of \$1,277,236.00

Kimberly C. Wesley
Criminal District Attorney's Office

S. Renee Tidwell
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.



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

STATUTORY PAYMENT BOND (Public Works)

Bond No. RCB0042211

KNOW ALL MEN BY THESE PRESENTS:

THAT, Falkenberg Construction Co., Inc.
(hereinafter called the Principal), as Principal, and RLI Insurance Company, a corporation
organized and existing under the laws of the State of Illinois, licensed to do business in the State of Texas
and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto
Tarrant County, Texas, 100 E Weatherford St., Ste 303, Fort Worth, TX 76196, (hereinafter called the Oblige), in the amount of
One Million Two Hundred Seventy Seven Thousand Two Hundred Thirty Six and 00/100 Dollars (\$1,277,236.00) for
the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated February 27, 2023, for
Mental Health Jail Diversion Center Renovation Project which
contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants
supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation
shall be null and void; otherwise to remain in full force and effect;

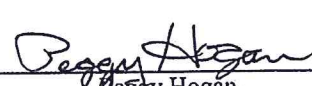
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all
liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same
extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument, this 28th day of February,
2023.

Principal: Falkenberg Construction Co., Inc.

By: 

Surety: RLI Insurance Company

By: 
Peggy Hogan Attorney in Fact



RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 | Fax: 309-692-8637

Bond No. RCB0042211

**STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS
AMENDED BY THE 73RD TEXAS LEGISLATURE, 1993**

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

That, Falkenberg Construction Co., Inc., 2435 109th Street, Grand Prairie, TX 75050. (hereinafter called the Principal), as Principal, and the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, with its principal office in the City of Peoria, IL (hereinafter called the Surety), as Surety, are held and firmly bound unto the Tarrant County, Texas, 100 E Weatherford St., Ste 303, Fort Worth, TX 76196 (hereinafter called the Obligee), in the amount of One Million Two Hundred Seventy Seven Thousand Two Hundred Thirty Six and 00/100 ----- Dollars (\$1,277,236.00 -----), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 27th day of February, 2023, for the Mental Health Jail Diversion Center Renovation Project which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

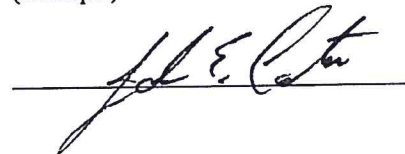
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28th day of February, 2023.

Attest:


Falkenberg Construction Co., Inc.
(Principal)

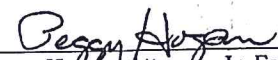

(If Corporation)

 (SEAL)

Witness:

RLI Insurance Company



By:  (SEAL)
Peggy Hogan Attorney-In-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Steven Lott, David C. Oxford, Barton Russ, Bret Tomlinson, Sheri R. Allen, Peggy Hogan, Sherrel Breazeale, jointly or severally

in the City of Dallas, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of January, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 10th day of January, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 28TH day of FEBRUARY, 2023.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick Corporate Secretary



RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call RLI Insurance Company's toll free telephone number for information or to make a complaint at 800-645-2402.

You may also write to RLI Insurance Company at:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de RLI Insurance Company para obtener informacion o para presentar una queja al 800-645-2402.

Usted tambien puede escribir a RLI Insurance Company:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.