

## AGREEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This agreement is made and entered into this 4th day of March, 2024, by and between the COUNTY OF TARRANT (hereinafter referred to as "OWNER"), acting by and through its duly authorized officer, and JR West Texas Concrete, Inc. of the City of Rice, County of Navarro, and State of Texas (hereinafter referred to as "CONTRACTOR").

WITNESSETH: In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

49<sup>th</sup> Year Community Development Block Grant (CDBG) Project for Street and Water Improvements in the 3300 Block of Ambassador Row, located in the City of Dalworthington Gardens, Texas, as specified in the proposal and identified by B-23-UC-48-0001-19-75 (hereinafter referred to as the "Project")

and all extra work in connection with the improvements as noted in the terms of both the General Conditions and the Special Conditions of the Agreement. The materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the construction shall be at the CONTRACTOR'S own expense. The construction shall be in accordance with the NOTICE TO BIDDERS, CONTRACTOR/SUBCONTRACTOR INFORMATION, PROPOSAL, PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND, CERTIFICATION OF INSURANCE, GENERAL CONDITIONS OF AGREEMENT, SPECIAL CONDITIONS, FEDERAL LABOR STANDARDS, WAGE DECISIONS, LABOR STANDARD AND WAGE DECISION CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION, TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND

LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS UNDER HUD SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701U) AND 24 CFR 75, COPELAND ANTI-KICKBACK ACT, SPECIAL SPECIFICATIONS, SPECIAL MATERIAL AND/OR EQUIPMENT SPECIFICATIONS, E-VERIFY, ANTI-BOYCOTT STATUTES, and the drawings and blueprints as prepared by the OWNER'S engineer; all of which are made a part hereof and collectively evidence and constitute the entire contract (hereinafter "the Contract").

The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work with \_\_\_\_one hundred\_\_\_\_ (\_\_\_\_100\_\_\_\_) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Special Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit A, states the funding amount available from all sources.

The CONTRACTOR acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

The CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

Chapters 2271, 2252, and 2274 Texas Government Code Verification.

(a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and

neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section [808.001\(1\)](#) of the Texas Government Code.

(b) Scrutinized Business Operations Prohibited. In compliance with Section [2252.151](#) et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section [2270.0052](#) of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section [2270.0102](#) of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section [2270.0152](#) of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller’s [Scrutinized Companies Lists](#).

(c) Boycott of Certain Energy Companies Prohibited. In compliance with Section [2274.002](#) of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “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).

(d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section [2274.002](#) of the Texas Government Code (added by 87th Legislature, S.B. 19), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement 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.

CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to this infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD

Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party’s agent, or party’s employee, otherwise provided by law.

This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

Compliance with Laws. In providing the services required by this Agreement, Contractor 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. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Both OWNER and CONTRACTOR agree to abide by all state and federal laws, statutes, and regulations applicable to the completion of the project described.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TARRANT COUNTY, TEXAS  
(OWNER)

JR West Texas Concrete LLC

PRINT NAME (CONTRACTOR)

BY: \_\_\_\_\_  
COUNTY JUDGE OR  
PRESIDING OFFICER

BY: [Signature]  
CONTRACTOR Charles Howard  
Project Manager

ATTEST: \_\_\_\_\_

ATTEST: [Signature]  
Roberto Rodriguez  
Project Manager



FUNDS CERTIFIED AVAILABLE BY:

\_\_\_\_\_  
TARRANT COUNTY AUDITOR

APPROVED AS TO FORM:

*Craig Price*

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CRIMINAL DISTRICT ATTORNEY'S OFFICE\*

\*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.



# Engineer's Line-Item Summary

## AMBASSADOR ROW SOUTH (CHASE COURT TO ROMAN COURT) - DALWO

TARRANT COUNTY PROJECT B23-UC-48-0001-19-75

BID OPENED : Wednesday January 17, 2024 at 10:00 a.m.

### PAVING AND WATER IMPROVEMENTS

ITEM	DESCRIPTION	UNITS	QTY
1	MOBILIZATION / DEMOBILIZATION	LS	1
2	SAWCUT & REMOVE 6" REINFORCED CONCRETE VALLEY GUTTER	SF	227
3	SAWCUT & REMOVE CONCRETE CURB & GUTTER	LF	568
4	UNCLASSIFIED EXCAVATION	LS	1
5	SAWCUT AND REMOVE 6" HMAC PAVEMENT	SY	1,088
6	6" STABILIZED SUBGRADE @ 32#/SY	SY	1,315
7	CEMENT FOR STABILIZATION	TN	21.0
8	6" REINFORCED CONCRETE PAVEMENT WITH 6" CURB	SY	1,187
9	4" REINFORCED CONCRETE SIDEWALK	SF	1,140
10	SAWCUT, REMOVE & REPLACE HMAC TRANSITION PAVEMENT	SF	118
11	REMOVE EXISTING 6" AC WATER LINE & 2 SERVICES	LF	55
12	MOD. TYPE 2 CURB RAMP WITH 5'X2' TACTILE SURFACE	EA	2
13	FURNISH & INSTALL 6" PVC WATER LINE	LF	55
14	FURNISH & INSTALL DUCTILE IRON FITTINGS	TN	0.04
15	CONNECT TO EXISTING SYSTEM	EA	2
16	FURNISH & INSTALL 1" BULLHEAD SERVICE - LONG	EA	1
17	FURNISH & INSTALL 1" BULLHEAD SERVICE - SHORT	EA	1
18	TRAFFIC CONTROL	LS	1
19	YARD/MEDIAN/PARKWAY RESTORATION - SOD	LS	1
20	SAWCUT AND REMOVE 4" CONCRETE SIDEWALK	SF	195
21	FURNISH & INSTALL 4" WHITE PARKING STRIPING	LF	280
22	FURNISH & INSTALL ADA PARKING SYMBOL	EA	1
23	FURNISH & INSTALL VAN ACCESSIBLE SIGN	EA	1
24	MISCELLANEOUS PAVING ALLOWANCE	LS	1
25	MISCELLANEOUS UTILITY ALLOWANCE	LS	1

**TOTAL BASE BID AMOUNT**



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1132383

Date Filed:  
03/07/2024

Date Acknowledged:  
**3/8/24**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

JR West Texas Concrete LLC  
Rice, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Tarrant

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

B23-US-48-0001-19-75

AMBASSADOR ROW & SOUTH SIDE CHASE COURT TO ROMAN COURT PAVING AND WATER IMPROVEMENTS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rodriguez, Juan	Rice, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

### 6 UNSWORN DECLARATION

My name is Charles Howard, and my date of birth is 06/30/1992.

My address is 108 S Sherman St, Rice, TX, 75155, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Navarro County, State of Texas, on the 7<sup>th</sup> day of March, 2024.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

RESOLUTION 2024-03

A RESOLUTION RECOMMENDING TARRANT COUNTY AWARD THE 49<sup>TH</sup> YEAR CDBG PROJECT FOR AMBASSADOR ROW TO JR WEST TEXAS CONCRETE, LLC IN THE AMOUNT OF \$332,049, AND TO APPROVE THE CITY'S CONSTRUCTION PORTION OF \$152,049, WHICH IS THE CITY'S RESPONSIBILITY AND \$180,000 COMING FROM TARRANT COUNTY THROUGH THE CDBG PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS:

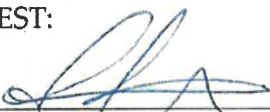
1. The City recommends Tarrant County award the 49<sup>th</sup> Year CDBG Project for Ambassador Row to JR West Texas Concrete, L.L.C in the amount of \$332,049.
2. The City approves the contribution of \$152,049 which is the city's responsibility, and acknowledges \$180,000 will come from Tarrant County through the CDBG program.

PASSED AND APPROVED ON February 15, 2024.

CITY OF DALWORTHINGTON  
GARDENS, TEXAS

  
Laura Bianco, Mayor

ATTEST:

  
Sandra Ma, City Secretary



# DWB Ambassador



February 13, 2023



Counties

1:9,028  
0 0.05 0.1 0.2 0.2 mi  
0 0.1 0.2 0.4 km  
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

## TAKINGS IMPACT ASSESSMENT CHECKLIST

*This form has been established to comply with the assessment requirements mandated by the Texas Private Real Property Preservation Act adopted under Chapter 2007, Texas Government Code*

Project/Regulation Name: Dalworthington Gardens B-23-UC-48-0001-19-75

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: BRAD HEARNE

Phone Number for Contact Person: 817-850-7961

Type of TIA Performed: **SHORT TIA** or FULL TIA.  
Select one after answering the questions in Section II below.

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### I. Stated Purpose

Attached to this checklist is an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

### 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 answer no to both, STOP HERE and select SHORT TIA at the top of the form. A No Impact Determination should be made, and no further compliance with the Property Rights Act is necessary.

If you answer yes to either question, go to Section III to complete FULL TIA.  
Note: Section II. of this Takings Impact Assessment should be completed in consultation with the Criminal District Attorney's Office.



## TAKINGS IMPACT ASSESSMENT (TIA) EXPLANATION

Attached is the TIA Checklist as approved by the District Attorney's Office. Due to timeliness regulations governing CDBG programs, a completed Short TIA (No Impact Determination) checklist is being submitted to Commissioners Court for approval for this contract. Categorical Determinations that no private real property interests are affected by the proposed governmental action would obviate the need for any further compliance with the Property Rights Act. This project is located entirely within city-owned property (under a dedicated public street).

## Section III Takings Impact Assessment Long Form

Consult DA for TIA Long Form Questions and Guidelines.