

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This agreement is made and entered into this 21st day of May, 2024, by and between the COUNTY OF TARRANT (hereinafter referred to as "OWNER"), acting by and through its duly authorized officer, and Patcon Services LLC of the City of Weatherford, County of Parker, 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:

49th Year Community Development Block Grant (CDBG) Project for Sidewalk Improvements along N. Driskell Street, located in the City of Crowley, Texas, as specified in the proposal and identified by B-23-UC-48-0001-18-70 (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 BID DOCUMENTS INCLUDING NOTICE TO BIDDERS, BIDDER INFORMATION AND CERTIFICATION OF ELIGIBILITY, PROPOSAL, PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND, CERTIFICATE OF INSURANCE, GENERAL CONDITIONS OF AGREEMENT, SPECIAL CONDITIONS, FEDERAL LABOR STANDARDS, HUD-4010, WAGE DETERMINATION, EMPLOYMENT, TRAINING 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, BUILD AMERICA, BUY AMERICA (BABA) ACT, 41 USC § 8301 NOTE, AND ALL APPLICABLE RULES AND NOTICES, AS MAY BE AMENDED, 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 within ____ ninety ____ (90) 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 the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and included in the contract documents.

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) Entities that Engage in Business with Iran, Sudan, or foreign Terrorist Organization 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. 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 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.

(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.

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)

Patcon Services, LLC
(COMPANY NAME)

BY: _____
COUNTY JUDGE OR
PRESIDING OFFICER

BY: 
(AUTHORIZED CONTRACTOR AGENT)

Chase Patterson
(PRINTED NAME/TITLE)

ATTEST: _____

ATTEST: 

FUNDS CERTIFIED AVAILABLE BY:

TARRANT COUNTY AUDITOR

APPROVED AS TO FORM:

Craig M. Price

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 of Proposal
TARRANT COUNTY CDBG, CROWLEY, 49TH YR
SIDEWALK IMPROVEMENTS

BID DATE: April 3rd, 2024
BID TIME: 10:00 a.m

ITEM NO.	BASE BID - N DRISKELL STREET (E MAIN ST to E PRAIRIE VIEW ST) - SIDEWALK	QUANTITY	UNIT
	Description		
1	General Site Preparation	1	LS
2	Pedestrian Ramp Modifications	9	EA
3	5' Concrete Sidewalk at Back of Curb (4" Thick)	511	SY
4	Variable Height Sidewalk Curb	167	LF
5	Reinforced Cone Curb & Gutter Repair	16	LF
6	Remove/Replace Cone Driveway Approach &	82	SY
7	HMAC Full Depth Pavement Repair	15	SY
8	Block Sodding	310	SY
9	Irrigation System Adjustment	1	LS
10	Miscellaneous Utilitv Allowance	1	LS
	PATCON SERVICES LLC TOTAL BASE BID \$96,775.61		

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:
2024-1164519

Date Filed:
05/21/2024

Date Acknowledged:
5/21/24

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

Patcon Services, LLC
Weatherford, 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.

B-23-UC-48-0001-18-70
49th Year Community Development Block Grant (CDBG) Project for Sidewalk Improvements along N. Driskell Street, located in the City of Crowley, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.




6 UNSWORN DECLARATION

My name is Chase Patterson, and my date of birth is 11-16-82.

My address is 4533 Franko Switch Road, Weatherford, TX, 76088, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 21 day of May, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION No. R05-2024-418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, RECOMMENDING AWARD OF THE CONSTRUCTION CONTRACT BY TARRANT COUNTY FOR THE 49TH YEAR, COMMUNITY DEVELOPMENT BLOCK GRANT TO PATCON SERVICES, LLC. FOR THE BID AMOUNT OF \$96,775.61 TO CONSTRUCT CITY SIDEWALKS ON NORTH DRISKELL STREET, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crowley (the "City"), Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution, and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of Crowley previously held a public hearing on February 16, 2023 to discuss project locations and authorize the filing of an application with Tarrant County Community Development to participate in the funding for the 49th Year Community Development Block Grant (CDBG); and

WHEREAS, the City of Crowley on March 31, 2023 received notification from Tarrant County Community Development of the award of project funding for the total of \$163,452; and

WHEREAS, Tarrant County's consultant for this project, Teague Nall and Perkins, along with City Staff, recommends award of the North Driskell Street Sidewalk Project to PatCon Services, LLC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS:

THAT the above recitals are hereby found to be true and correct, and are incorporated by reference herein.


THAT the City of Council of the City of Crowley does hereby recommend that Tarrant County accept and award the contract to, PatCon Services, LLC in the amount of \$96,775.61 for the City of Crowley 49th Year Community Development Block Grant (CDBG) North Driskell Sidewalks.

THAT funding in the amount of \$96,775.61 would come from the Tarrant County CDBG Program.

THAT this Resolution shall take effect and be in full force and effect from and after the date of its passage, and it is so resolved.

PASSED and APPROVED at a regular meeting of the City Council of Crowley, Texas, on this 16th day of May 2024.

ATTEST


Carol C. Konhauser
City Secretary



SIGNED:


Billy P. Davis, Mayor

☐ Counties

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: Crowley B-23-UC-48-0001-18-70

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.

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.