

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This agreement is made and entered into this 22nd day of January, 2024, by and between the COUNTY OF TARRANT (hereinafter referred to as "OWNER"), acting by and through its duly authorized officer, and Atkins Bros. Equipment Co., Inc. of the City of Midlothian, County of Ellis, 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:

Replace 1,164 linear feet of 8-inch Vitrified Clay pipe with eight (8) inch SDR 26 PVC Sanitary Sewer Line, 36 sewer services with double cleanouts, 7 manhole replacements, landscaping and boring of Almena Drive with a 16-inch welded steel protective casement, remove and replace 1,100 linear feet of chain link fence, CCTV inspections, vacuum testing, traffic and trench safety located in the City of River Oaks, County of Tarrant, Texas (hereinafter referred to as the "Project") and identified by number B-23-UC-48-0001-54-50.

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, 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 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 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.

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)

ATKINS BROS. EQUIP. Co./INC.
(CONTRACTOR)

BY: _____

BY: [Signature]

Tim O'Hare
COUNTY JUDGE OR
PRESIDING OFFICER

ATTEST: _____

ATTEST: [Signature]

FUNDS CERTIFIED AVAILABLE BY:

TARRANT COUNTY AUDITOR

APPROVED AS TO FORM:

Craig 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.

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:
2024-1114670

Date Filed:
01/22/2024

Date Acknowledged:
1/23/24

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

Atkins Bros. Equipment Company, Inc.
Midlothian, 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-48-0001-54-50

City of River Oakes SS Line replacements, sewer services w/ double cleanouts, manhole replacements, landscaping and boring of Almena Dr. with 16 inch welded steel encasement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Atkins, Mike	Midlothian, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jennifer Littell, and my date of birth is 12/31/1979.

My address is 5620 Stone Lane (street), Midlothian (city), TX (state), 76065 (zip code), USA (country).

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

Executed in ELYS County, State of TEXAS, on the 22 day of January, 20 24.
(month) (year)

Jennifer Littell
Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION # 1117-2024

A RESOLUTION OF THE CITY OF RIVER OAKS, TEXAS RECOMMENDING TO TARRANT COUNTY THE ACCEPTANCE OF ATKINS BROS EQUIPMENT CO AS THE QUALIFIED BIDDER ON THE 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE CITY OF RIVER OAKS; AWARDING THE 49TH YEAR CDBG PROJECT AND PROVIDING A CITY PLEDGE TO THE PROJECT; AWARDING THE 49th YEAR CDBG PROJECT NUMBER RIVER OAKS, B-23-UC-48- 0001-54-50 TO ATKINS BROS EQUIPMENT CO AND PROVIDING A CITY PLEDGE OF \$275,955.16 DOLLARS TO THE PROJECT; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City of River Oaks, 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 of River Oaks is a Corporate City of Tarrant County, Texas; and

WHEREAS, on December 27, 2023 bids received were opened in the offices of the Tarrant County Community Development Division for the 49th Year CDBG project (FY 2023) on the Greenbrier/Glenwick Sanitary Sewer Improvements Project (CDBG # B-23-UC-48-0001-54-50) for the City of River Oaks, Texas; and

WHEREAS, **Atkins Bros Equipment Co** located at 3516 Old Ft. Worth Road, Midlothian, Texas 76065 was the low bidder for the 49th Year CDBG project in the amount of \$438,497.00; and

WHEREAS, *Tarrant County Community Development* has approved construction funds for this project in the amount of \$162,541.84 (One-Hundred sixty-two thousand five-hundred forty-one & 84/100 dollars) along with a project contribution of \$275,955.16 (Two-hundred Seventy-Five Thousand nine-hundred fifty-five & 16/100 dollars) from the City of River Oaks, Texas making the total construction funds available for this project to be \$438,497.00 (Four-hundred thirty-eight thousand four-hundred ninety-seven dollars); and

WHEREAS, the project Engineer, *M.J. Thomas Engineering* of Fort Worth, Texas concludes that all bid specifications have been met as bid by **Atkins Bros Equipment Company, LLC** and therefore recommends that **Atkins Bros Equipment Company, LLC** be awarded the contract for the 49th Year CDBG Project.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVER OAKS, TEXAS THAT:

SECTION 1.

The City Council of the City of River Oaks, Texas with the adoption of this Resolution is recommending award of the construction contract by Tarrant County for the City of River Oaks 49th Year CDBG Project Number B23-UC-48-0001-54-50 to **Atkins Bros Equipment Company, LLC** at 3516 Old Ft. Worth Road, Midlothian, Texas 76065 in the amount of **\$438,497.00** (Four-hundred thirty-eight thousand four-hundred ninety-seven dollars) as follows:

Sewer line replacement project in the rear of Greenbrier Drive: Excavate and install 1164 feet of 8-inch wastewater collection main from McGee Park at 1500 Greenbrier southward in the rear of the properties crossing under Almena Road and then continuing south on the other side of Almena Road within the easement to 1216 Greenbrier and terminating in the manhole located in the rear of the property behind 1216 Greenbrier Drive and the project includes a total of 35 sewer services with double cleanouts, 7 new manhole replacements, landscaping, boring of Almena with 16" welded steel casing, CCTV inspections, vacuum testing, traffic safety and trench safety in the amount of \$438,497.00 00 (Four-hundred thirty-eight thousand four-hundred ninety-seven dollars), which would require a city commitment of \$275,955.16 (Two-hundred Seventy-Five Thousand nine-hundred fifty-five & 16/100 dollars) to the project.

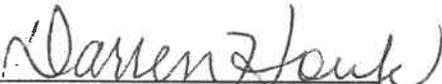
SECTION 2.

With the adoption of this Resolution the City Council authorizes the contribution of \$275,955.16 (Two-hundred Seventy-Five Thousand nine-hundred fifty-five & 16/100 dollars) as the City pledge to the 49th Year CDBG Project.

SECTION 3.

Effective Date: This Resolution will be effective upon its adoption.

PASSED AND APPROVED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF RIVER OAKS, TEXAS; THIS THE 16th DAY OF JANUARY 2023.



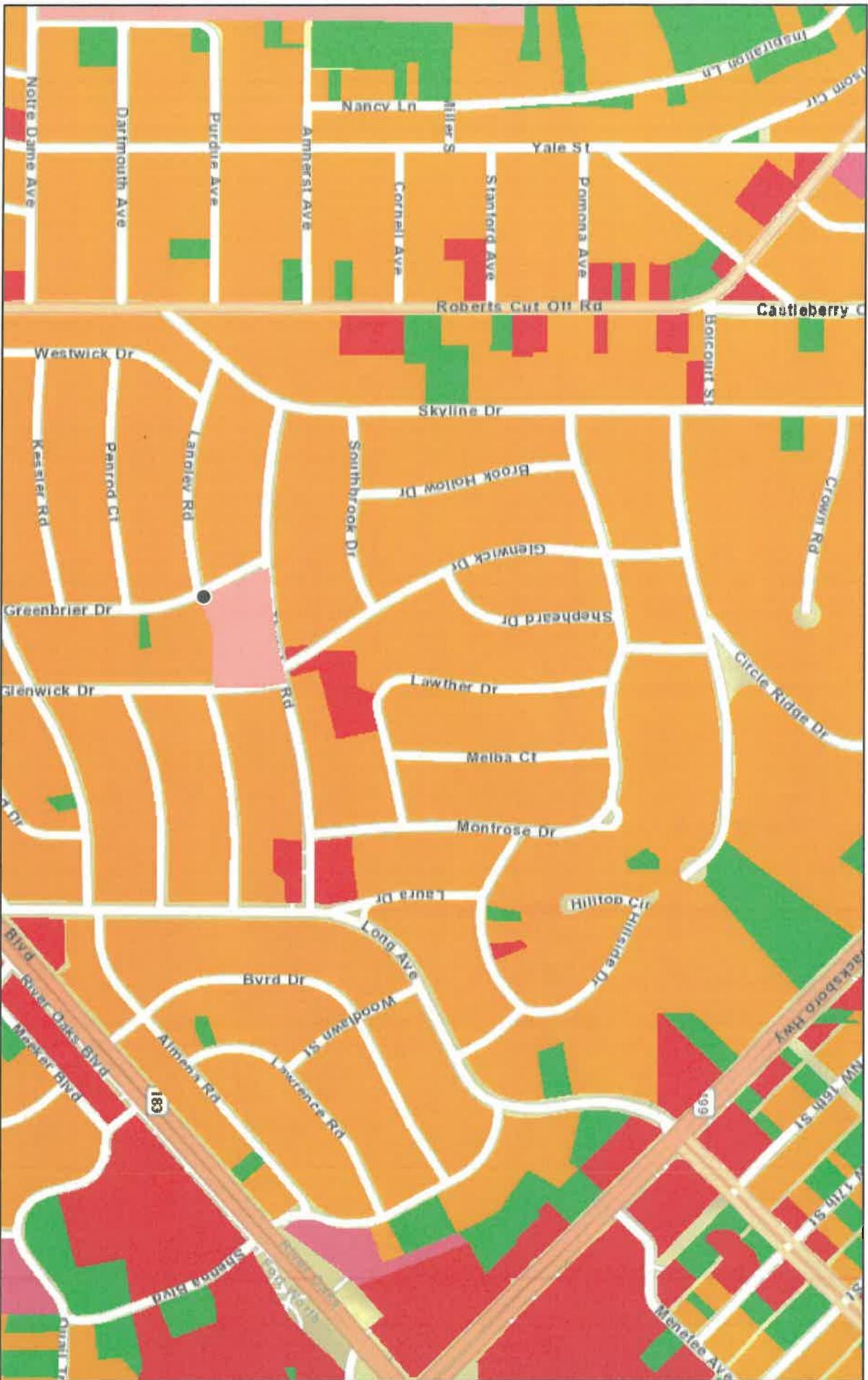
Darren Houk
Mayor
City of River Oaks

ATTEST: 

Paula Luck, City Secretary
City of River Oaks



River Oaks



February 13, 2023

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: River Oaks B-23-UC-48-0001-54-50

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.