

## AGREEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This agreement is made and entered into this 14 day of April, 2023, by and between the COUNTY OF TARRANT (hereinafter referred to as "OWNER"), acting by and through its duly authorized officer, and Excel 4 Construction of the City of Fort Worth, County of Tarrant, 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 1,115 LF of 6-inch vitrified clay wastewater line with 8-inch (DR-17) HDPE and replace approximately 5 manholes beginning on the back of homes of 1304 Aransas Drive moving south along the eastern property lines of residential single-family units to 1104 Aransas Drive (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, HUD HANDBOOK NO. 1300.17, 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. Attachment A. Commissioners Court Communication attached hereto 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 A, 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 \_\_\_\_\_, 2023.

TARRANT COUNTY, TEXAS  
(OWNER)

Excel 4 Construction, LLC  
(CONTRACTOR)

BY: \_\_\_\_\_ BY: *[Signature]*

COUNTY JUDGE OR  
PRESIDING OFFICER

ATTEST: \_\_\_\_\_ ATTEST: *[Signature]*

FUNDS CERTIFIED AVAILABLE BY:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
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

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

EXCEL 4 CONSTRUCTION, LLC  
FORT WORTH, TX United States

Certificate Number:  
2023-1008501

Date Filed:  
04/18/2023

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

TARRANT COUNTY COMMUNITY DEVELOPMENT

Date Acknowledged:  
04/18/2023

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-22-UC-48-0001-22-50

Aransas Drive Sewer Line Repl - Project 2 for City of Euless

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 Luis Conchas, and my date of birth is 07/23/1964.

My address is 5733 Hart St, Fort Worth, TX, 76112, 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 18<sup>th</sup> day of April, 2023.  
(month) (year)

L Conchas  
Signature of authorized agent of contracting business entity  
(Declarant)

**RESOLUTION NO. 23-1641**

**A RESOLUTION AMENDING THE RECOMMENDATION OF A CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. B22-UC-48-0001-22-50 TO EXCEL 4 CONSTRUCTION, INC. LOCATED IN FORT WORTH, TEXAS, IN THE AMOUNT OF \$277,900.00 FOR THE REPLACEMENT OF SANITARY SEWER MAIN FROM 1104 to 1304 ARANSAS DRIVE.**

**WHEREAS**, this resolution, Resolution 23-1641, amends the recommendations made by Resolution 23-1634 approved on February 28, 2023, by the City Council of the City of Euless, Texas; and

**WHEREAS**, the City Council of the City of Euless, Texas, does hereby recommend the award of contract for CDBG Project No. B22-UC-48-0001-22-50 to Excel 4 Construction, Inc. located in Fort Worth, Texas, in the amount of \$277,900.00 for the replacement of the sanitary sewer main from 1104 to 1304 Aransas Drive; and

**WHEREAS**, CDBG Project No. B22-UC-48-0001-22-50 consists of the replacement of approximately 1120 linear feet of sanitary sewer main from 1104 to 1304 Aransas Drive using trenchless technology and open trench methods; and

**WHEREAS**, the City Council recommends including the authorization for the City of Euless staff and Tarrant County to issue change order(s) totaling an amount not to exceed five (5%) of the base contract amount (\$13,895.00) without requiring formal action by the City Council; and

**WHEREAS**, the construction funds available through Tarrant County for this project are \$166,238.50; and

**WHEREAS**, in order to award the project, the City of Euless is required to commit an additional amount up to \$125,556.50 toward the construction of the 48<sup>th</sup> Year CDBG Project until the 49<sup>th</sup> Year CDBG funding becomes available to Tarrant County; and

**WHEREAS**, the application process requires that the following statement be included:

"The City shall be responsible for all costs of the 48<sup>th</sup> Year and 49<sup>th</sup> Year CDBG project that exceeds the amount of the grant fund."

**WHEREAS**, Staff has reviewed the bid tabulation and based on supporting documentation from Parkhill, Inc. (**Exhibit A**), recommends that Tarrant County award the contract to the low bidder, Excel 4 Construction, Inc. located in Fort Worth, Texas.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EULESS, TEXAS, THAT:**



## SECTION 1.

The City of Euless, Texas, City Council recommends award of a contract to Excel 4 Construction, Inc. located in Fort Worth, Texas, for the replacement of the sanitary sewer main from 1104 to 1304 Aransas Drive in the amount of \$277,900.00 of which Tarrant County Community Development will pay \$166,238.50. The remaining costs will be paid for by the City of Euless until the 49<sup>th</sup> Year CDBG funding becomes available to Tarrant County.

## SECTION 2.

This Resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Euless, Texas, and it is accordingly so resolved.

**APPROVED AND ADOPTED** at a regular meeting of the Euless City Council on March 28, 2023, by a vote of 7 ayes, 0 nays, and 0 abstentions.

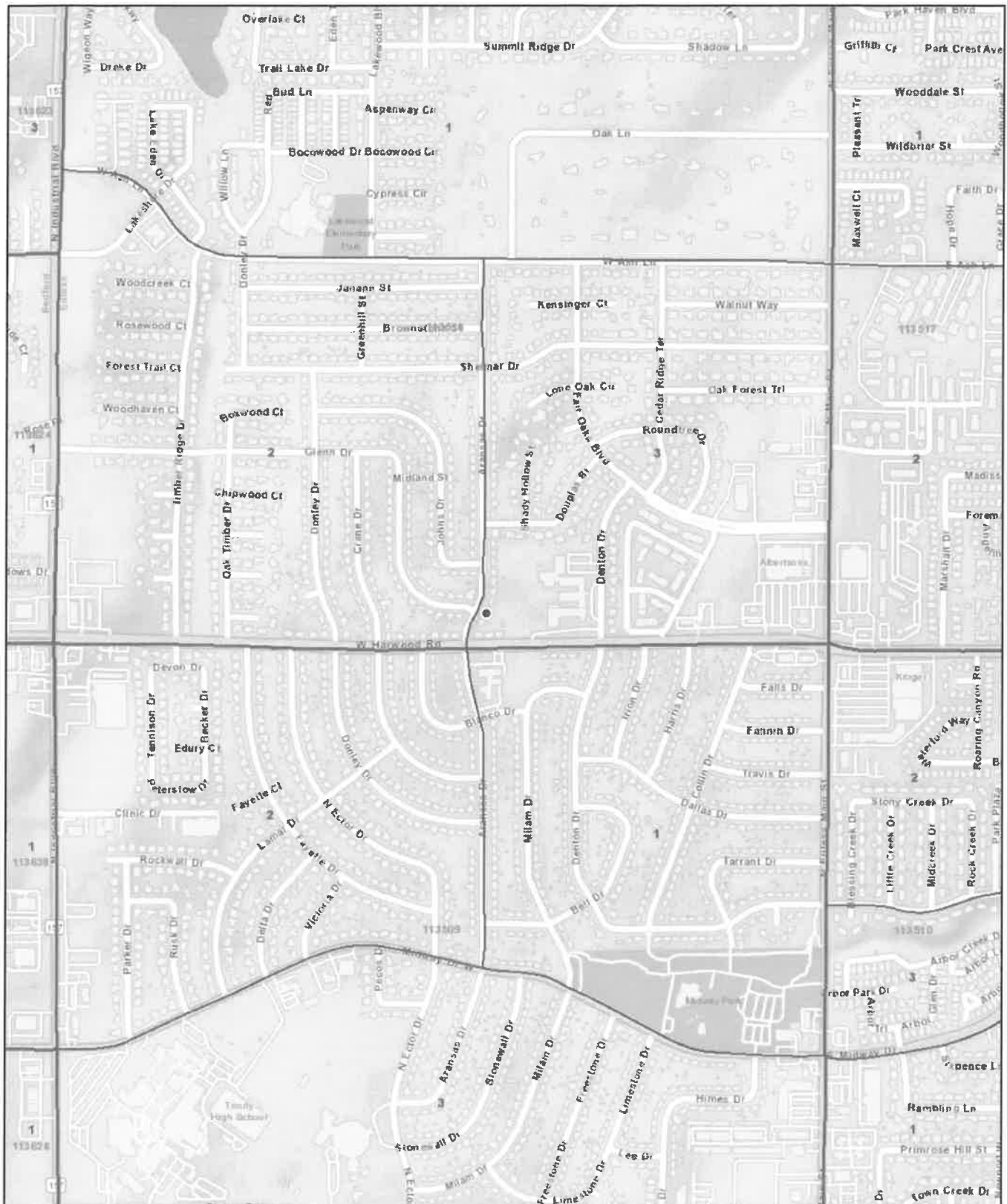
**APPROVED:**

  
Linda Martin, Mayor

**ATTEST:**

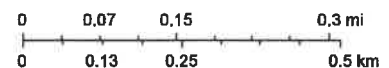
  
Kim Sutter, TRMC, CMC, City Secretary

EuleSS - CDBG 2022 : Aransa S



February 8, 2022

1:9,028



- ☐ Counties  
☐ Block Groups (2020)  
☐ Tracts (2020)

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

## TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any count

Project/Regulation Name: EULESS B-22-UC-48-0001-22-50

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. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

### I. Stated Purpose

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

\*\*\*\*\*

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

### 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 yes to either question, go to Section III. If you answer no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*

## TAKINGS IMPACT ASSESSMENT (TIA) CHECKLIST

Attached is the TIA Checklist as preliminarily approved by the District Attorney's Office.

Due to both timeliness regulations governing CDBG programs and the problems associated with undertaking public works project in the warmer summer months, a completed preliminary checklist is being submitted to Commissioners Court for approval for this contract. Once the Commissioners Court has approved a written policy, additional documentation will be submitted for the CITY OF EULESS, 48<sup>TH</sup> YEAR CDBG Project. This project is located entirely within city-owned property (under a dedicated public street).