

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This agreement is made and entered into this 28 day of June, 2023, by and between the COUNTY OF TARRANT (hereinafter referred to as "OWNER"), acting by and through its duly authorized officer, and **McClendon Construction Co. Inc.** of the City of Burleson, County of Johnson, 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:

**STREET IMPROVEMENTS (LIVINGSTON DRIVE IMPROVEMENTS FROM
WILLOW STREET TO 629 LIVINGSTON DRIVE)
(#B-22-UC-48-0001-36-05)**

**IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS located in the City
of Hurst, Texas (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 one-hundred & fifty (150) 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.

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.

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.

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)

McCLENDON CONST. CO., INC.
P.O. BOX 999
BURLESON, TEXAS 76097
(CONTRACTOR)

BY: _____

COUNTY JUDGE OR
PRESIDING OFFICER

BY:  _____

Justin Blair
Vice President

ATTEST: _____

ATTEST:  _____

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.

McClendon Construction Co., Inc.
Burleson, TX United States

Certificate Number:
2023-1039587

Date Filed:
06/27/2023

Date Acknowledged:

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 Division

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-48-0001-36-05

Street Improvements (Livingston Drive Improvements from Willower Street to 629 Livingston Dr.)

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | McClendon, Dan | Burleson, TX United States | X | |
| | Blair, Byron J | Burleson, TX United States | X | |
| | Blair, Jusitn | Burleson, TX United States | X | |
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| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Justin Blair, and my date of birth is 3-2-1984.

My address is 1029 Dedrehan Ct, Burleson, TX, 76028, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of TX, on the 27 day of June, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

City Council Minutes
Tuesday, June 13, 2023

DRAFT

On the 13th day of June 2023, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in a regular meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

| | | |
|-----------------------|---|------------------------------------|
| Henry Wilson |) | Mayor |
| Gary N. Waldron |) | Mayor Pro Tem |
| Jon McKenzie |) | Councilmembers |
| Cathy Brotherton |) | |
| Cindy Shepard |) | |
| John Miller |) | |
| Jimmy Meeks |) | |
| | | |
| Clay Caruthers |) | City Manager |
| Sarah Walsh |) | City Attorney |
| Clayton Fulton |) | Assistant City Manager |
| Malaika Marion Farmer |) | Assistant City Manager |
| Rita Frick |) | City Secretary |
| Greg Dickens |) | Executive Director of Public Works |

With the following Councilmembers absent: none, constituting a quorum; at which time, the following business was transacted:

The meeting was called to order at 6:30 p.m. and the Pledge of Allegiance and Texas Pledge was given.

Councilmember Jimmy Meeks gave the Invocation.

CONSENT AGENDA

1. Consider approval of the minutes for the May 20 and 23, 2023 City Council meetings
2. Consider Ordinance, 2539, second reading, SITE-2023-00005 Harwood Medical Offices, a Site Plan Revision for signage only on Lot 2, Block 1, Southwest Surgical Hospital Addition, being 2.05 acres located at 809 Harwood Road
3. Consider authorizing the city manager to execute a 5-year software renewal for the current budgeting software mBudget

Mayor Pro Tem Waldron moved to approve the consent agenda. Motion seconded by Councilmember Miller. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Waldron, Shepard, Miller and Meeks
No: None

DRAFT**ORDINANCE(S)**

4. Consider Ordinance 2538, second reading, SITE-2023-00004 Ryan Wayne Salon, a Site Plan Revision for Lot AR, Block 44, Shady Oaks Addition, being .96 acre located at 450 Harwood Road

City Manager Clay Caruthers stated this item is the second reading for the proposed site plan revision for a split face masonry wall and staff will be happy to answer any questions.

Councilmember Miller moved to approve Ordinance 2538, second reading, a Site Plan revision for Ryan Wayne Salon. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Waldron, Shepard, Miller and Meeks
No: None

5. Consider Ordinance 2540, first reading, amending Chapter 26 of the Hurst Code of Ordinances regarding the assessment of certain fees for water utility accounts

Assistant City Manager Clayton Fulton reviewed the proposed ordinance stating it will ensure all fees align with the proposed ordinance.

Councilmember Shepard moved to approve Ordinance 2540, first reading, amending Chapter 26 of the Hurst code of Ordinances regarding the assessment of certain fees. Motion seconded by Councilmember Waldron. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Waldron, Shepard, Miller and Meeks
No: None

OTHER BUSINESS

6. Consider authorizing the city manager to pay Trinity River Authority \$226,394.00 in supplemental funding for Walker-Calloway Branch Outfall Trunk Sewer System Phases 2 and 3 Project

Executive Director of Public Works Greg Dickens reviewed the proposed request providing an overview of the agreement between the cities of North Richland Hills (NRH) and Hurst and Trinity River Authority for the management of the Walker-Calloway Branch Outfall Trunk Sewer System. He stated the proposed request is for Phase 2 and 3 of the system upgrade for line repairs and costs associated with the repairs. Mr. Dickens reviewed the percentage costs to North Richland Hills and Hurst noting NRH prefers the option of paying for the shortfall. In response to Councilmembers questions, Mr. Dickens stated the size of the lines range from 42" to 24" as the lines become smaller as they move up the system.

DRAFT

Councilmember Brotherton moved to authorize the city manager's payment of \$226,394.00 to Trinity River Authority, for supplemental funding, to cover the difference in Walker-Calloway Branch Outfall Trunk Sewer System Phases 2 & 3 Improvements construction monies currently-on-hand and the low bid price amount. Motion seconded by Councilmember Waldron. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Waldron, Shepard, Miller and Meeks
No: None

7. Consider authorizing the city manager to approve funding for the 48th Year Community Development Block Grant (CDBG) project on Livingston Drive Paving, Water, and Sewer Improvements

Executive Director of Public Works Greg Dickens reviewed the award process and funding for the 48th Year Community Development Block Grant (CDBG) Program with Tarrant County noting this project will complete Livingston Drive. He reviewed the two bids and noted the low bidder is McClendon Construction Company. Mr. Dickens stated the CDBG grant is for \$179,327; the City is responsible for all costs above the grant amount; the County will pay the contract; and the City will reimburse the County.

Councilmember Miller moved to recommend Tarrant County award the contract for the 48th Year CDBG Livingston Drive Paving, Water, and Sewer Improvements Project to McClendon Construction Co., in the amount of \$579,610.00 with a 9.9% contingency of \$57,390.00 for a total amount of \$637,000.00 with the City being responsible for all project costs over the County grant amount of \$179,327. Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Waldron, Shepard, Miller and Meeks
No: None

8. Consider authorizing the City Manager to enter into an inter-local purchasing agreement with Trinity River Authority

City Manager Clay Caruthers stated this item is similar to other inter-local purchasing agreements and will allow the two entities another tool for a more efficient purchasing process.

Councilmember Meeks moved to authorize the city manager to enter into an Inter-local Agreement with the Trinity River Authority. Motion seconded by Mayor Pro Tem Waldron. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Waldron, Shepard, Miller and Meeks
No: None

9. Consider appointments to Boards, Commissions and Committees

Councilmember McKenzie moved for the Crime Control Board to reappoint all members whose term is expiring and for the Community Services Development Corporation to appoint

John Miller to Place 2 and reappoint all other members who terms are expiring. Motion seconded by Councilmember Brotherton. Motion prevailed by the following vote:

Ayes: Councilmembers McKenzie, Brotherton, Waldron, Shepard, Miller and Meeks
No: None

10. Board, Commission and Committee Minutes - Council reviewed the minutes.
 - Planning and Zoning Commission
11. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the upcoming future events calendar.
12. City Council Reports - Items of Community Interest – No reports were given.

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED. CITIZEN COMMENTS ARE LIMITED TO A MAXIMUM OF 3 MINUTES PER SPEAKER

Mayor Wilson recognized several attendees in the audience. Ms. Doris Young, W. Cedar Street, requested Council improve the south Hurst community.

ADJOURNMENT – The meeting adjourned at 6:53 p.m.

APPROVED this the 27th day of June 2023.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor



June 20, 2023

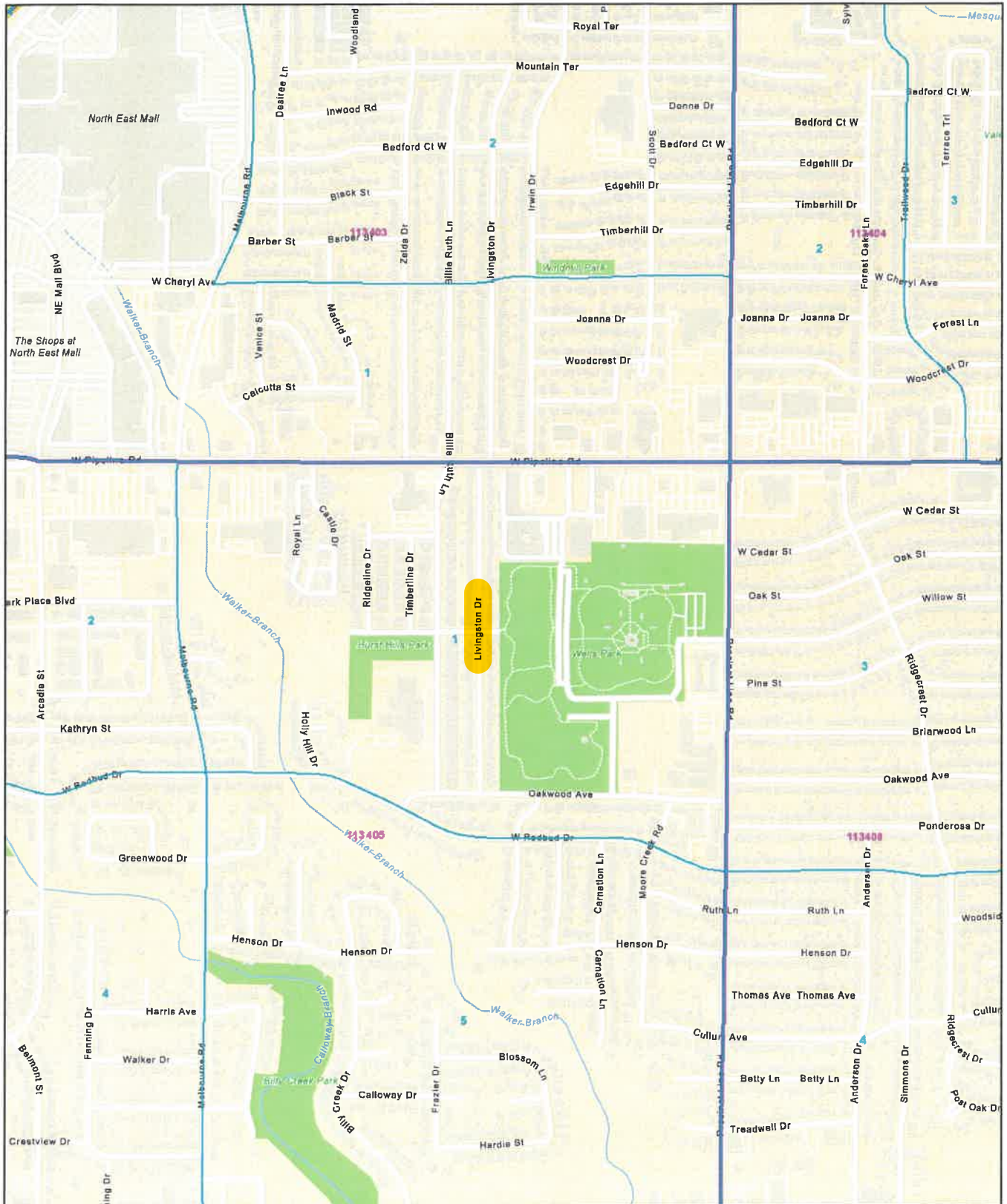
I, Rita Frick City Secretary for the City of Hurst, Texas, do hereby certify the attached to be true and correct copies of the draft minutes of the regular meeting of the Hurst City Council held on Tuesday, June 13, 2023 regarding Agenda Item 7 recommending award of contract and approving funding for the 48th Year Community Development Block Grant (CDBG) Livingston Drive Paving, Water, and Sewer Improvements.

Witness my Hand and the Seal of the City of Hurst, Texas, on this 20th day of June 2023.

A handwritten signature in cursive script, appearing to read 'Rita Frick', is written over a horizontal line.

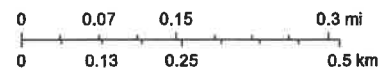
Rita Frick, City Secretary

Hurst - CDBG 2022



February 14, 2022

1:9,028



- Counties
- Block Groups (2010)
- Tracts (2010)

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any count

Project/Regulation Name: HURST B-22-UC-48-0001-36-05

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 HURST, 48TH YEAR CDBG Project. This project is located entirely within city-owned property (under a dedicated public street).