



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145329

PAGE 1 OF 1

DATE: 6/3/2025

**SUBJECT: BID NO. 2025CD-002 – CONSIDERATION OF CONSTRUCTION
CONTRACT BETWEEN TARRANT COUNTY AND KEN-DO
CONTRACTING FOR THE CITY OF MANSFIELD, TEXAS 49TH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a construction contract between Tarrant County and Ken-Do Contracting in the amount of \$1,101,143.94 for paving improvements for 500-600 Elizabeth Lane in Mansfield, Texas.

BACKGROUND

On January 29, 2025, Tarrant County Community Development opened bids for a 49th Year Community Development Block Grant (CDBG) project consisting of paving improvements for 500-600 Elizabeth Lane in Mansfield, Texas. Ken-Do Contracting submitted the low bid in the amount of \$1,101,143.94.

Through this contract, Ken-Do Contracting will complete all required work as specified in the proposal, of which the engineer’s line-item summary is attached. Tarrant County will provide \$248,923.00 in CDBG funds and the City of Mansfield will contribute \$852,220.94.

The Criminal District Attorney’s Office has approved this contract as to form.

FISCAL IMPACT

Funding in the amount of \$248,923.00 is available through the Community Development Block Grant (CDBG) #B-23-UC-48-0001. Upon approval of the claim for payment under this contract, funds will be drawn from the U.S. Treasury through the U.S. Department of Housing and Urban Development’s (HUD’s) electronic transfer system to Tarrant County’s bank account.

SUBMITTED BY	Community Development	PREPARED BY:	Wren Davis
		APPROVED BY:	James McClinton

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

This agreement is made and entered into this 21st day of April 2025, by and between the TARRANT COUNTY (the "Owner"), acting by and through its duly authorized officer, and Ken-Do Contracting (the "Contractor").

- 1. 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: Paving improvements for the 500-600 block of Elizabeth Lane in the City of Mansfield, Texas Project #B23-UC-48-0001-46-05
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the Project in accordance to the drawings and specifications prepared by Teague, Nall & Perkins (Engineer), and made a part of this Agreement the same as if written herein, plus all extra work in connection with the improvements, at the CONTRACTOR'S own expense, as noted in the terms of both the General Conditions, Supplementary General Conditions and the Special Conditions of the Agreement.
3. 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 and twenty (120) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the contract conditions.
4. The Total Contract Price: 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 Supplementary Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit B, states the funding amount available from all sources. The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of \$ 1,101,143.94 Additive Alternate A. Contractor's Initials [Signature]
5. Based upon applications for payment submitted to Tarrant County Community Development according to the Contract Documents.
6. To the extent permitted by Texas Law, the Contractor agrees to fully indemnify, save, and hold harmless the Owner from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, its agents, servants or employees. All venue for litigation regarding this project is in the State or Federal District Courts physically located in Tarrant County, Texas.

7. The CONTRACTOR acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached as “Attachment A”.
8. The CONTRACTOR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2274 Texas Government Code Verification as follows:
 - (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.

9. CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, as part of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 §§ 70901-52, Nov. 15, 2021, 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.

10. 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.

11. 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.

12. The Contract Documents consist of the following:

- This Agreement,
- Request for Bid 2025CD-002 Bid Documents including Notice to Bidders, Bidder Information and Certification Form, Non-Collusion Affidavit and Proposal
- Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance,
- General Conditions of Agreement, Supplementary General Conditions

- Technical Specifications, Special Specifications, Special Material and/or Equipment Specifications, 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, and all applicable rules and notices, as may be amended,
- and the drawings and blueprints as prepared by the Owner's Engineer
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to the execution of this Agreement and all modifications issued subsequent hereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached hereto to this Agreement or repeated herein.

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

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

SIGNED AND EXECUTED THIS _____ DAY OF _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

Ken-Do Contracting

BY: Separate Electronic Signature Page
Tim O'Hare
County Judge

CONTRACTOR


(SIGNATURE)
Ken Haberson President

NAME AND TITLE

Umaury Hofmann
Mallory Hofmann
OFFICE Admin

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.

Certification of Funds Available in the amount of: \$ _____

Kimberly M. Buchanan, CPA
Tarrant County Auditor

Date

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:
2025-1298502

Date Filed:
04/21/2025

Date Acknowledged:
5/5/25

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

Ken-Do Contracting LP
Waxahachie, 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.

Tarrant County

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-UC-48-0001-46-05
Concrete Paving and Asphalt Paving

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.

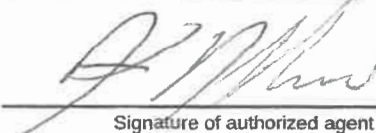
6 UNSWORN DECLARATION

My name is Kenneth Halverson and my date of birth is 09/26/1960

My address is 3053 Greathouse Rd Waxahachie Tx 75167 US
(street) (city) (state) (zip code) (country)

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

Executed in ELLIS County, State of Texas on the 1st day of May, 2025.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

BID DATE: January 29, 2025

BID TIME: 10:00 am

Paving Improvements Elizabeth Lane

Line Item Summary

1	Mobilization/Right-of-Way Preparation	LS	1
2	Unclassified Street Excavation (Incl. Roadway Pvmr.)	CY	650
3	Remove Existing Concrete Driveway	SY	577
4	Remove Existing Concrete Sidewalk	SY	330
5	Remove Existing ADA Ramps	EA	2
6	2" Type D HMAC	SY	3000
7	6" Type B HMAC	SY	3000
8	12" Lime Stabilization (2 ft Beyond B/C)	SY	3990
9	Hydrated Lime @ 72#/SY	TON	144
10	6" Concrete Curb & 18" Concrete Gutter	LF	2087
11	Concrete Valley Gutter	SY	53
12	6" Reinforced Concrete Driveway Approach and Transition	SY	675
13	6" Asphalt Driveway Transition	SY	13
14	Gravel Driveway Transition	SY	15
15	Temporary Crushed Stone Driving Surface	TON	200
16	4" Concrete Sidewalk and Lead Walk	SF	7750
17	Integral Sidewalk Curb (0" to 12" Height)	LF	300
18	Reinforced Concrete Steps	SF	72
19	ADA Curb Ramp	EA	2
20	Transition Mats (Scourstop, Ecotrans, or Appr. Equal)	SY	32
21	Parkway Restoration	SY	1450
22	Topsoil	SY	1450
23	Solid Block Sodding	SY	1450
24	Traffic Control	LS	1
25	Erosion Control & SWPPP	LS	1
26	Adjust Existing Gate Valve	EA	2
27	Relocate Existing Fire Hydrant (Incl. Valve)	EA	3
28	Relocate Existing Water Meter	EA	5
29	Adjust Existing Water Meter Box to Finished Grade	EA	21
30	Adjust Existing SSMH / Replace Cone	EA	3
31	Adjust Existing SSCO	EA	24
32	Furnish and Install "No Parking" Signs	EA	4
33	Furnish and Install Fold-down Safety Bollard	EA	1
34	Miscellaneous Paving Allowance	ALW	1
TOTAL BASE BID			
ADDITIVE ALTERNATE 'A'			
A-1	Remove and Replace Chain-link Fence	LF	190
A-2	Furnish and Install 12' Double-swing Chain-link Gate	EA	1
TOTAL ADDITIVE ALTERNATE 'A'			

RESOLUTION NO. RE-4344-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, SUPERSEDING RESOLUTION NO. RE-4338-25 AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED \$1,280,478.51 FOR THE 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT; RECOMMENDING TARRANT COUNTY AWARD A CONSTRUCTION CONTRACT TO KEN-DO CONTRACTING, L.P. FOR THE ELIZABETH LANE PAVING AND SIDEWALK IMPROVEMENTS IN THE AMOUNT OF \$1,101,143.94 WITH THE CITY'S CONTRIBUTION BEING \$852,220.94; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND AND 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT)

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the County of Tarrant has publicly advertised and requested competitive bids for the construction of Elizabeth Lane; and,

WHEREAS, on March 24, 2025, City Council approved Resolution No. RE-4338-25 authorizing the City Manager or his designee to award a contract for the construction of the FY 2023 Community Development Block Grant Project Elizabeth Lane Paving and Sidewalk Improvements to Ken-Do Contracting, L.P.; and,

WHEREAS, specific language in the resolution is necessary to comply with the requirements of the Community Development Block Grant guidelines; and,

WHEREAS, all bids were received, opened and publicly read aloud on January 29, 2025 at the offices of Tarrant County; and,

WHEREAS, the expenditure of Two Hundred Forty-Eight Thousand Nine Hundred Twenty-Three and no/100 (\$248,923.00) of the funds stated herein will be secured from the FY 2023 Community Development Block Grant with the excess expenditures for the project to be secured from the Street Bond Fund; and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the construction provided for herein be started at the earliest possible date to ensure necessary service and delivery; and,

WHEREAS, funding for this contract is available from the Street Bond Fund and the 2023 Community Development Block Grant.

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

SECTION 1.

Resolution No. RE-4338-25 is hereby superseded in its entirety by this resolution.

SECTION 2.

The findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 3.

The City Council of the City recommends Tarrant County award the construction contract for the Community Development Block Grant (CDBG) Elizabeth Lane Paving and Sidewalk Improvements to Ken-Do Contracting, L.P. in an amount of One Million One Hundred One Thousand One Hundred Forty-Three and 94/100 Dollars (\$1,101,143.94) with the City's contribution being approved in the amount of Eight Hundred Fifty-Two Thousand Two Hundred Twenty and 94/100 Dollars (\$852,220.94).

SECTION 4.

Authorizing funding of the project in the amount of Eight Hundred Fifty-Two Thousand Two Hundred Twenty and 94/100 Dollars (\$852,220.94) from the Street Bond Fund and Two Hundred Forty-Eight Thousand Nine Hundred Twenty-Three no/100 (\$248,923.00) from the Tarrant County FY 2023 Community Development Block Grant.

SECTION 5.

Additional funding in the amount of Eighty-Five Thousand Two Hundred Twenty-Two and 09/100 Dollars (\$85,222.09) for contingency of the construction is hereby approved.

SECTION 6.

A Professional Services Contract with Brittain and Crawford Associates, Inc. in an amount not to exceed Twenty-Four Thousand Seven Hundred Fifty and no/100 Dollars (\$24,750.00) for the construction staking of Elizabeth Lane is hereby approved.

SECTION 7.

A Professional Services Contract with Raba Kistner Associates, Inc. in an amount not to exceed Sixty-Nine Thousand Three Hundred Sixty-Two and 48/100 Dollars (\$69,362.48) for the material testing of Elizabeth Lane is hereby approved.

SECTION 8.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that the public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 9.

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 14TH DAY OF APRIL, 2025.**



Michael Evans, Mayor

ATTEST:

Keera Seiger, Assistant City Secretary

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: Mansfield 49th B-23-UC-48-0001-46-05

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: WREN DAVIS

Phone Number for Contact Person: 817-850-7955

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.



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145329
PAGE 1 OF 1
DATE: 6/3/2025

**SUBJECT: BID NO. 2025CD-002 – CONSIDERATION OF CONSTRUCTION
CONTRACT BETWEEN TARRANT COUNTY AND KEN-DO
CONTRACTING FOR THE CITY OF MANSFIELD, TEXAS 49TH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a construction contract between Tarrant County and Ken-Do Contracting in the amount of \$1,101,143.94 for paving improvements for 500-600 Elizabeth Lane in Mansfield, Texas.

BACKGROUND

On January 29, 2025, Tarrant County Community Development opened bids for a 49th Year Community Development Block Grant (CDBG) project consisting of paving improvements for 500-600 Elizabeth Lane in Mansfield, Texas. Ken-Do Contracting submitted the low bid in the amount of \$1,101,143.94.

Through this contract, Ken-Do Contracting will complete all required work as specified in the proposal, of which the engineer's line-item summary is attached. Tarrant County will provide \$248,923.00 in CDBG funds and the City of Mansfield will contribute \$852,220.94.

The Criminal District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

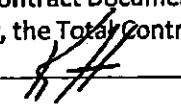
Funding in the amount of \$248,923.00 is available through the Community Development Block Grant (CDBG) #B-23-UC-48-0001. Upon approval of the claim for payment under this contract, funds will be drawn from the U.S. Treasury through the U.S. Department of Housing and Urban Development's (HUD's) electronic transfer system to Tarrant County's bank account.

SUBMITTED BY	Community Development	PREPARED BY:	Wren Davis
		APPROVED BY:	James McClinton

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This agreement is made and entered into this 21st day of April 2025, by and between the TARRANT COUNTY (the "Owner"), acting by and through its duly authorized officer, and Ken-Do Contracting (the "Contractor").

1. 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:
Paving improvements for the 500-600 block of Elizabeth Lane in the City of Mansfield, Texas
Project #B23-UC-48-0001-46-05
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the Project in accordance to the drawings and specifications prepared by Teague, Nall & Perkins (Engineer), and made a part of this Agreement the same as if written herein, plus all extra work in connection with the improvements, at the CONTRACTOR'S own expense, as noted in the terms of both the General Conditions, Supplementary General Conditions and the Special Conditions of the Agreement.
3. 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 and twenty (120) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the contract conditions.
4. The Total Contract Price: 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 Supplementary Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit B, states the funding amount available from all sources. The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of \$ 1,101,143.94 Additive Alternate A. Contractor's Initials 
5. Based upon applications for payment submitted to Tarrant County Community Development according to the Contract Documents.
6. To the extent permitted by Texas Law, the Contractor agrees to fully indemnify, save, and hold harmless the Owner from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, its agents, servants or employees. All venue for litigation regarding this project is in the State or Federal District Courts physically located in Tarrant County, Texas.

7. The CONTRACTOR acknowledges and agrees that in accordance with Section 2252.908 (b)–(c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached as “Attachment A”.
8. The CONTRACTOR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2274 Texas Government Code Verification as follows:
 - (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.

9. CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, as part of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 §§ 70901-52, Nov. 15, 2021, 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.
10. 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.
11. 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.
12. The Contract Documents consist of the following:
 - This Agreement,
 - Request for Bid 2025CD-002 Bid Documents Including Notice to Bidders, Bidder Information and Certification Form, Non-Collusion Affidavit and Proposal
 - Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance,
 - General Conditions of Agreement, Supplementary General Conditions

- Technical Specifications, Special Specifications, Special Material and/or Equipment Specifications, 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, and all applicable rules and notices, as may be amended,
- and the drawings and blueprints as prepared by the Owner's Engineer
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to the execution of this Agreement and all modifications issued subsequent hereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached hereto to this Agreement or repeated herein.

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

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

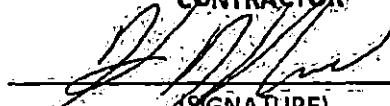
SIGNED AND EXECUTED THIS _____ DAY OF _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

Ken-Do Contracting

BY: Separate Electronic Signature Page
Tim O'Hare
County Judge

CONTRACTOR



(SIGNATURE)
Ken Hakerson President

NAME AND TITLE

Unaury Hofmann
Mallory Hofmann
OFFICE Admin

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.

\$ 248,923.00 - H0042-2026
\$ 852,220.94 - City Participation
\$ 1,101,143.94
City Participation - Mansfield
Minutes Order Date 4/14/25

Certification of Funds Available in the amount of:

Kimberly M. Buchanan 5.30.25

Kimberly M. Buchanan, CPA Date
Tarrant County Auditor

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.
Ken-Do Contracting LP
Waxahachie, TX United States

Certificate Number:
2025-1298502

Date Filed:
04/21/2025

Date Acknowledged:
5/5/25

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

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-UC-48-0001-46-05
Concrete Paving and Asphalt Paving

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 Kenneth Halverson and my date of birth is 09/26/1960

My address is 3053 Greathouse Rd, Waxahachie, Tx, 75167, US
(street) (city) (state) (zip code) (country)

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

Executed in ELLIS County, State of Texas on the 1st day of May, 2025
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

BID DATE: January 29, 2025
 BID TIME: 10:00 am
 Paving Improvements Elizabeth Lane
 Line Item Summary

1	Mobilization/Right-of-Way Preparation	LS	1
2	Unclassified Street Excavation (Incl. Roadway Pmnt.)	CY	650
3	Remove Existing Concrete Driveway	SY	577
4	Remove Existing Concrete Sidewalk	SY	330
5	Remove Existing ADA Ramps	EA	2
6	2" Type D HMAAC	SY	3000
7	6" Type B HMAAC	SY	3000
8	12" Lime Stabilization (2 ft Beyond B/C)	SY	3990
9	Hydrated Lime @ 72#/SY	TON	144
10	6" Concrete Curb & 18" Concrete Gutter	LF	2087
11	Concrete Valley Gutter	SY	53
12	6" Reinforced Concrete Driveway Approach and Transition	SY	675
13	6" Asphalt Driveway Transition	SY	13
14	Gravel Driveway Transition	SY	15
15	Temporary Crushed Stone Driving Surface	TON	200
16	4" Concrete Sidewalk and Lead Walk	SF	7750
17	Integral Sidewalk Curb (0" to 12" Height)	LF	300
18	Reinforced Concrete Steps	SF	72
19	ADA Curb Ramp	EA	2
20	Transition Mats (Scourstop, Ecotrans, or Appr. Equal)	SY	32
21	Parkway Restoration	SY	1450
22	Topsail	SY	1450
23	Solid Block Sodding	SY	1450
24	Traffic Control	LS	1
25	Erosion Control & SWPPP	LS	1
26	Adjust Existing Gate Valve	EA	2
27	Relocate Existing Fire Hydrant (Incl. Valve)	EA	3
28	Relocate Existing Water Meter	EA	5
29	Adjust Existing Water Meter Box to Finished Grade	EA	21
30	Adjust Existing SSMH / Replace Cone	EA	3
31	Adjust Existing SSCO	EA	24
32	Furnish and Install "No Parking" Signs	EA	4
33	Furnish and Install Fold-down Safety Bollard	EA	1
34	Miscellaneous Paving Allowance	ALW	1
TOTAL BASE BID			
ADDITIVE ALTERNATE 'A'			
A-1	Remove and Replace Chain-link Fence	LF	190
A-2	Furnish and Install 12' Double-swing Chain-link Gate	EA	1
TOTAL ADDITIVE ALTERNATE 'A'			

RESOLUTION NO. RE-4344-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, SUPERSEDING RESOLUTION NO. RE-4338-25 AND AUTHORIZING FUNDING FOR AN AMOUNT NOT TO EXCEED \$1,280,478.51 FOR THE 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT; RECOMMENDING TARRANT COUNTY AWARD A CONSTRUCTION CONTRACT TO KEN-DO CONTRACTING, L.P. FOR THE ELIZABETH LANE PAVING AND SIDEWALK IMPROVEMENTS IN THE AMOUNT OF \$1,101,143.94 WITH THE CITY'S CONTRIBUTION BEING \$852,220.94; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STREET BOND FUND AND 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT)

WHEREAS, the City of Mansfield (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the County of Tarrant has publicly advertised and requested competitive bids for the construction of Elizabeth Lane; and,

WHEREAS, on March 24, 2025, City Council approved Resolution No. RE-4338-25 authorizing the City Manager or his designee to award a contract for the construction of the FY 2023 Community Development Block Grant Project Elizabeth Lane Paving and Sidewalk Improvements to Ken-Do Contracting, L.P.; and,

WHEREAS, specific language in the resolution is necessary to comply with the requirements of the Community Development Block Grant guidelines; and,

WHEREAS, all bids were received, opened and publicly read aloud on January 29, 2025 at the offices of Tarrant County; and,

WHEREAS, the expenditure of Two Hundred Forty-Eight Thousand Nine Hundred Twenty-Three and no/100 (\$248,923.00) of the funds stated herein will be secured from the FY 2023 Community Development Block Grant with the excess expenditures for the project to be secured from the Street Bond Fund; and,

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield that the construction provided for herein be started at the earliest possible date to ensure necessary service and delivery; and,

WHEREAS, funding for this contract is available from the Street Bond Fund and the 2023 Community Development Block Grant.

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

SECTION 1.

Resolution No. RE-4338-25 is hereby superseded in its entirety by this resolution.

SECTION 2.

The findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 3.

The City Council of the City recommends Tarrant County award the construction contract for the Community Development Block Grant (CDBG) Elizabeth Lane Paving and Sidewalk Improvements to Ken-Do Contracting, L.P. in an amount of One Million One Hundred One Thousand One Hundred Forty-Three and 94/100 Dollars (\$1,101,143.94) with the City's contribution being approved in the amount of Eight Hundred Fifty-Two Thousand Two Hundred Twenty and 94/100 Dollars (\$852,220.94).

SECTION 4.

Authorizing funding of the project in the amount of Eight Hundred Fifty-Two Thousand Two Hundred Twenty and 94/100 Dollars (\$852,220.94) from the Street Bond Fund and Two Hundred Forty-Eight Thousand Nine Hundred Twenty-Three no/100 (\$248,923.00) from the Tarrant County FY 2023 Community Development Block Grant.

SECTION 5.

Additional funding in the amount of Eighty-Five Thousand Two Hundred Twenty-Two and 09/100 Dollars (\$85,222.09) for contingency of the construction is hereby approved.

SECTION 6.

A Professional Services Contract with Brittain and Crawford Associates, Inc. in an amount not to exceed Twenty-Four Thousand Seven Hundred Fifty and no/100 Dollars (\$24,750.00) for the construction staking of Elizabeth Lane is hereby approved.

SECTION 7.

A Professional Services Contract with Raba Kistner Associates, Inc. in an amount not to exceed Sixty-Nine Thousand Three Hundred Sixty-Two and 48/100 Dollars (\$69,362.48) for the material testing of Elizabeth Lane is hereby approved.

SECTION 8.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that the public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 9.

This Resolution shall be effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANSFIELD THIS 14TH DAY OF APRIL, 2025.**



Michael A. Evans

Michael Evans, Mayor

ATTEST:

K Seiger

Keera Seiger, Assistant City Secretary

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: Mansfield 49th B-23-UC-48-0001-46-05

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: WREN DAVIS

Phone Number for Contact Person: 817-850-7955

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.

Bid No. 2025CD-002 – Consideration of Approval of Construction Contract between Tarrant County and Ken-Do Contracting for the City of Mansfield, Texas 49th Year Community Development Block Grant Project

SIGNED AND EXECUTED this 3 day of June, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
6/9/2025