



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 21

DATE: 11/5/2024

**SUBJECT: RFP NO. F2024161 - CONSTRUCTION MANAGER AT RISK FOR THE
PLAZA BUILDING GARAGE EXPANSION - FACILITIES MANAGEMENT
- HM & MF LTD. D/B/A MUCKLERROY & FALLS - PER CONTRACT
TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024161, Construction Manager at Risk for the Plaza Building Garage Expansion, for Facilities Management, to HM & MF Ltd. d/b/a Muckleroy & Falls at the per contract terms and approve contract.

BACKGROUND

Notice of the County’s intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Nine hundred fourteen (914) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on July 17, 2024, was attended by six (6) vendors as well as representatives from Bennett Partners, Facilities Management and Purchasing. Two (2) proposals and eight (8) no-bids were received.

Proposals were evaluated by Facilities Management and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP. The two (2) top scoring vendors were invited to provide presentations on September 12, 2024. The Evaluation Committee then rescored the vendors based on the criteria and processes set forth in the RFP specifications. The Evaluation Committee then entered into contract negotiations with the top scoring vendor for Phase 1 Preconstruction Services.

The expansion of the Plaza Parking Garage will provide an additional eight-level bay on the exterior of the west side of the building. This will provide an additional 303 parking spaces for a total of 800. The Construction Manager at Risk project will be completed in two (2) phases. Phase I – Pre-Construction Services will include finalizing the design, conduct value engineering, develop construction schedule, develop and award trade bid packages, and prepare a Guaranteed Maximum Price. Phase II – Construction Manager Services includes all normal services associated with the construction of the facilities for the project described.

The proposal received from HM & MF Ltd. d/b/a Muckleroy & Falls meets all specifications and is acceptable to Facilities Management.

SUBMITTED BY	Purchasing	PREPARED BY:	Allan Tucker
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 11/5/2024 PAGE 2 OF 21

Therefore, it is the joint recommendation of Facilities Management and Purchasing that RFP No. F2024161, Construction Manager at Risk for the Plaza Building Garage Expansion, be awarded to HM & MF Ltd. d/b/a Muckleroy & Falls at the per contract terms.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$10,000.00 for Phase 1 of the project is available in account 45100-2025 Non-Debt Capital/3110608000 Parking-Plaza Garage/540000 Capital Outlay.

Phase 2 of the project will begin in December 2024. The estimated budget for Phase 2 is \$11,510,490.00.

RFP No. F2024161 Construction Manager at Risk for the Plaza Building Garage Expansion
Initial Scores

Evaluation Criteria	Max Points	HM & MF Ltd. d/b/a Muckleroy & Falls Fort Worth, TX HUB - No	SpawGlass Contractors, Inc. Fort Worth, TX HUB - No
Construction Management Services	20	17.43	16.20
Experience with High Rise Urban Construction Projects	10	8.65	8.25
Project Team Staffing Plan	20	17.13	16.00
Safety Record	10	8.80	8.20
References	5	3.50	3.50
Price	35	31.50	24.50
Total Score	100	87.01	76.65

Evaluation Criteria	HM & MF Ltd. d/b/a Muckleroy & Falls Fort Worth, TX HUB - No	SpawGlass Contractors, Inc. Fort Worth, TX HUB - No
Phase 1 - Preconstruction Services		
Preconstruction Services	\$ 10,000.00	\$ 17,450.00
Phase 2 - Construction Manager Services		
General Conditions	\$ 587,556.00	\$ 819,609.00
Costruction Manager Services Lump Sum Price Based on Percentage of Construction Budget of \$12,684,929.00	\$ 443,973.00	\$ 501,055.00
Construction Manager Services Percentage	3.50%	3.95%
Required Bonds: Payment and Performance Bonds Equal to amount of Construction Budget of \$12,684,929.00	\$ 132,910.00	\$ 98,452.00
Total (not including construction budget)	\$ 1,174,439.00	\$ 1,436,566.00
Price Score	31.50%	24.50%
Total (including construction budget of \$12,684,929.00)	\$ 13,859,368.00	\$ 14,121,485.00

RFP No. F2024161 Construction Manager at Risk for the Plaza Building Garage Expansion
Initial Scores

Evaluation Criteria	Max Points	HM & MF Ltd. d/b/a Muckleroy & Falls Fort Worth, TX HUB - No	SpawGlass Contractors, Inc. Fort Worth, TX HUB - No
Construction Management Services	20	17.43	16.20
Experience with High Rise Urban Construction Projects	10	8.65	8.25
Project Team Staffing Plan	20	17.13	16.00
Safety Record	10	8.80	8.20
References	5	3.50	3.50
Price	35	31.50	24.50
Total Score	100	87.01	76.65

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**PRECONSTRUCTION SERVICES
CONTRACT**

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and HM & MF Ltd. d/b/a Muckleroy & Falls, hereinafter referred to as PROVIDER, for the purpose of providing Phase 1 - Preconstruction Services for RFP F2024161 Construction Management at Risk for Plaza Parking Garage Expansion. In consideration of the mutual promises and agreements contained herein, the County and Contractor agree as follows:

**1.
SCOPE OF SERVICES**

PROVIDER shall provide Phase 1 - Preconstruction Services (the "Services") for RFP F2024161 Construction Management at Risk for Plaza Building Garage Expansion Plaza Building Garage Expansion, (the "Project").

The Contract Documents consist of the following:

- This Agreement
- Tarrant County's Request for Proposal (RFP) F2024161 Construction Management at Risk for Plaza Parking Garage Expansion, RFP Documents
- Bennett Partners Specifications and Drawings
- The Provider's response to RFP F2024161 Construction Management at Risk for Plaza Parking Garage Expansion
- Any attachments and exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

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 to this Agreement or repeated herein.

The Services to be provided by the PROVIDER shall include, but are not limited to, the following:

1. Phase 1 - Preconstruction Services

Services to include, but are not limited to, preparation of the following documents and completion of the following services:

- a. Design is at 100% Construction Drawings. Provider will meet with County personnel and the County's Architectural-Engineering firm to review the 100 percent (100%) construction drawings to familiarize themselves with all design aspects and to provide input. Develop Opinion of Probable Cost (OPC), along with developing the trade bid packages. The number of meetings is estimated at a minimum of two (2) meetings within thirty (30) days of the Notice to Proceed.
- b. Review the design documents for constructability, site logistical analysis, completeness, accuracy, and proper coordination of disciplines.
- c. Continual review of design documents and prepare detailed construction estimates to confirm conformance to the approved project budget.
- d. Continual value analysis of the design and identification of opportunities to meet or reduce construction costs and/or improve facility performance.
- e. Develop a detailed phasing plan and construction schedule for the project, including identification of long lead items and County supplied equipment and materials.

Provide alternative options for County consideration for items with excessively long lead times.

- f. Develop Bid Packages and Bid per state statutes. Must comply with Texas Local Government Code Sec. 262.025, Competitive Bidding Notice, for all Bid Packages.
- g. Develop bid schedules and conduct pre-bid conferences.
- h. Receive bids to develop an initial Guaranteed Maximum Price and provide open book review process with the County and Architect.
- i. Develop a comprehensive list of subcontractors and suppliers.
- j. Conduct Value Engineering Exercise with Constructability Review and report.
- k. Coordinate any Construction Document modifications with design team for final Guaranteed Maximum Price construction documents.
- l. Provide final Guaranteed Maximum Price and Construction Schedule.
- m. Award all subcontracts for trades and issue contracts and purchase orders.
- n. Phase 1 – Preconstruction Services must be completed no later than December 6, 2024.

**2.
TERM**

This Agreement is effective upon the date written by the last party to sign it.

**3.
PRICE**

For the services described in “Scope of Services” and as defined in PROVIDER’S proposal response, the PROVIDER’S compensation for these services shall be ten thousand dollars (\$10,000.00) and shall not exceed this amount without prior written authorization from the County.

3.1 PROVIDER shall bill for the Services performed in accordance with this contract.

3.2 PROVIDER shall send all invoices to TCFMInvoices@tarrantcountytx.gov and sap-invoices@tarrantcountytx.gov

3.3 PROVIDER’S invoice shall detail the Services provided.

3.4 No travel expenses are included in this contract.

PROVIDER understands that PROVIDER shall be responsible for any other expenses incurred by PROVIDER in performing the Services under this contract.

**4.
AGENCY-INDEPENDENT CONTRACTOR**

Neither COUNTY nor any employee thereof is an agent of PROVIDER, and neither PROVIDER nor any employee thereof is an agent of COUNTY. This contract does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

**5.
ASSIGNMENT**

Neither party may assign, in whole or in part, any interest it may have in this contract without the prior written consent of the other party.

**6.
THIRD PARTY BENEFICIARY EXCLUDED**

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 and sovereign 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.

7.

AUDIT OF RECORDS

PROVIDER'S records for this Project are subject to audit by the COUNTY during the term of this contract.

8.

FORM 1295

PROVIDER 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 and marked "Attachment B."

9.

GOVERNMENT CODE COMPLIANCE

PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. PROVIDER further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. PROVIDER further represents and warrants that it does not appear on any of the Texas Comptroller's Scrutinized Companies Lists. In accordance with Section 2274.002 of the Texas Government Code, PROVIDER certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. The term "boycott energy" is defined by Texas Government Code Section 809.001(1), effective September 1, 2021, 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). In accordance with Section 2274.002 of the Texas Government Code PROVIDER certifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract. Discrimination against a firearm entity or trade association is defined by Texas Government Code Section 2274.001(3), effective September 1, 2021, 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.

10.
COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER 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. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11.
GENERAL TERMS

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the laws of the State of Texas and venue for any action under this contract shall be in the state and federal courts located in Fort Worth, Texas.

12
TERMINATION

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:
Michael Amador
Tarrant County Facilities Management
100 W. Weatherford, Suite 350
Fort Worth, TX 76196

PROVIDER:
Taylor Hale
HM & MF Ltd. d/b/a Muckleroy & Falls
3200 Riverfront Drive
Fort Worth, TX 76107

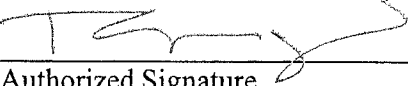
APPROVED on this day the day of , 2024, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

PROVIDER
HM & MF Ltd. d/b/a Muckleroy & Falls

Tim O'Hare
County Judge



Authorized Signature
HM & MF, Ltd., d/b/a MUCKLEROY & FALLS, a Texas
Limited Partnership by Muckleroy & Falls Construction
Co., a Texas Corporation and General Partner.

APPROVED AS TO FORM:

Kimberly Colliet Wesley

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 AVAILABLE FUNDS IN THE AMOUNT OF \$10,000.00:

Auditor's Office

ATTACHMENT "A"

Compliance with State Law & Federal Law, Regulations, and Executive Orders Addendum

This Addendum Applies to the Following Contract:

RFP F2024161 Construction Management at Risk for Plaza Parking Garage Expansion ("Agreement")

This Amendment ("Amendment") is entered into effect as of Tarrant County Commissioners Court approval between HM & MF Ltd. d/b/a Muckleroy & Falls ("VENDOR") and Tarrant County, Texas ("County"). VENDOR acknowledges that federal financial assistance funds will be used to fund the Agreement. VENDOR will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives, including as follows:

1. **CLEAN AIR ACT.** If this Agreement is in excess of \$150,000, VENDOR must comply with the following:
 - a. VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. VENDOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. VENDOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.
2. **FEDERAL WATER POLLUTION CONTROL ACT.** If this Agreement is in excess of \$150,000, VENDOR must comply with the following:
 - a. VENDOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33
 - b. U.S.C. 1251 et seq.
 - c. VENDOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - d. VENDOR agrees to include these requirements in each subcontract exceeding
 - e. \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.
3. **SUSPENSION AND DEBARMENT.**
 - a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. VENDOR certifies that VENDOR, VENDOR's principals (defined at 2 C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are not excluded (defined at 2
 - i. C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
 - b. VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.
 - d. VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 during the term of this Agreement. VENDOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - e. All eligible recipients are required to have an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 CFR Part 25.
- 4. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. Sec. 1352 (as amended).**
- If VENDOR applied or bid for an award of \$100,000 or more, VENDOR shall file the required certification in Exhibit “1”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Sec. 1352. Each contracting tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 5. DAVIS-BACON ACT (PREVAILING WAGE).** If this Agreement is a prime construction contract in excess of \$2,000, the VENDOR (and its Subcontractors) must comply with the Davis-Bacon Act as codified in 40 U.S.C. §§ 3141-3148 and as supplemented by Department of Labor Regulations in 29 C.F.R. Part 5. During performance of this Agreement, VENDOR agrees as follows:
- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The VENDOR shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. part 5 as applicable.
 - b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, contractors are required to pay wages not less than once a week.
- 6. COPELAND “ANTI-KICKBACK” ACT.** If this Agreement is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, VENDOR must comply with the Copeland “Anti-Kickback” Act as codified in 40 U.S.C. § 3145, which prohibits the VENDOR and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Agreement, the VENDOR agrees as follows:
- a. VENDOR. The VENDOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The VENDOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. PROCUREMENT AND RECOVERED MATERIALS.

- a. In the performance of this Agreement, VENDOR will use its best effort to make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired – (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. VENDOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- d. To the greatest extent practicable, VENDOR shall provide a preference for the purchase, acquisition, or use of good, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 1. For purposes of this section:
 - A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. CIVIL RIGHTS.

- a. VENDOR agrees to comply with state and federal anti- discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency’s administrative rules, as set forth in the *Texas Administrative Code*, to the extent applicable to this Agreement.
- b. VENDOR agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- c. VENDOR agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil

rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. VENDOR agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- d. In particular, VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- e. VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- f. VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g. VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- h. VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- i. In the event of VENDOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- j. VENDOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. VENDOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. PROVIDER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. VENDOR is prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means any of the following:
 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

11. EQUAL OPPORTUNITY CLAUSE. If this Agreement is a “federally assisted construction contract” as defined in 41 C.F.R. Part 60-1.3, and except as otherwise may be provided under 41 C.F.R. Part 60, then during the performance of this Agreement, the VENDOR agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this

contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. DEFAULT.

In the event of a substantial failure by either Party to perform in accordance with the terms hereof, the non-defaulting Party may terminate this Agreement upon thirty (30) days' written notice setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of the non-defaulting Party.

13. For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "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).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by

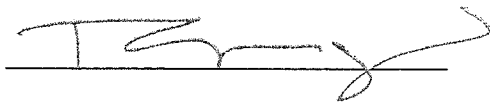
Legislature, S.B. 19, Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "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.

Vendor Hereby Certifies (Mark Applicable Certification):

 Vendor is EXEMPT from Certification as set out above.

 X Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signed & Certified By:



HM & MF, Ltd., d/b/a MUCKLEROY & FALLS, a Texas
Limited Partnership by Muckleroy & Falls Construction
Cp., a Texas Corporation and General Partner

Thomas Clint Moyes

Printed Name

Vice President of Operations

Title

Muckleroy & Falls

Name of Vendor Company

9/19/2024

Date Signed & Certified

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

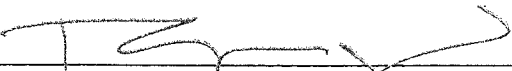
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, HM & MF Ltd. d/b/a Muckleroy & Falls, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

HM & MF, Ltd., d/b/a MUCKLEROY & FALLS, a Texas
Limited Partnership by Muckleroy & Falls Construction
Cp., a Texas Corporation and General Partner

Thomas Clint Moyes - Vice President of Operations

Name and Title of Contractor's Authorized Official

Attachment "B"

Form 1295



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024161 – Construction Manager at Risk for the Plaza Building Garage Expansion - Facilities Management - HM & MF Ltd. d/b/a Muckleroy & Falls - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

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