



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 13

DATE: 1/28/2025

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT BETWEEN TARRANT COUNTY AND TERRACON CONSULTANTS, INC. TO PROVIDE LEAD RISK ASSESSMENT SERVICES FOR HOMEOWNER REHABILITATION PROGRAMS

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Professional Services Contract between Tarrant County and Terracon Consultants, Inc. to provide lead risk assessments for homeowner rehabilitation programs.

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) requires all houses built before 1978 be inspected for lead-based paint hazards. Lead risk assessments will be completed as required for homeowner rehabilitation programs. Per HUD guidelines under 2 CFR Part 200, proposals were received and evaluated by the Community Development Department.

Under this contract, Tarrant County will reimburse Terracon Consultants, Inc. \$1,600.00 for each eligible and approved lead risk assessment service request, up to a maximum of \$56,000.00. The agreement begins on the execution date, for a term of up to two (2) years, with no option for renewal.

This contract has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

Funding in the amount of \$56,000.00 is available through HOME M-23-CD-48-0200 and CDBG B-24-UC-48-0001 grants. Actual amounts to each grant are dependent on the eligible and approved lead risk assessment service request.

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

STATE OF TEXAS §
§
TARRANT COUNTY §

AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS, Tarrant County, hereinafter referred to as COUNTY, and Terracon Consultants, Inc., hereinafter referred to as PROVIDER, for the purpose of providing lead risk assessment services for the Tarrant County Housing Rehabilitation program to establish the presence of any lead-based paint or lead based paint hazards which the Commissioners Court finds serves the public welfare of the citizens of Tarrant County.

NOW, THEREFORE, THIS CONTRACT FURTHER WITNESSETH:

I. Purpose and Amount of Funds Committed

The express purpose of this Agreement is for Tarrant County to commit **\$56,000.00** for lead risk assessment services at a cost of **\$1,600.00** per request to provide professional services to qualifying applicants in compliance with the terms of this Agreement and the regulations described herein.

II. Use of Funds

These funds will be used for eligible costs for the direct provision of services as dictated in the Project Summary prescribed in “**Exhibit A.**” No funding will be provided beyond the Term specified in this Agreement, unless otherwise amended.

III. Eligibility Requirements

Professional services may be provided to individuals and families who meet the definition of a “qualifying applicant” through the Homeowner Rehabilitation Program and the Priority Reconstruction Program.

IV. Payment

Tarrant County will make funds available to Terracon Consultants, Inc. for eligible expenses reflected in **Exhibit A** and in accordance with the terms and conditions outlined below.

Tarrant County approves and pays invoices within 30 days of receipt of a complete and accurate request. Errors in the request, including insufficient documentation, may result in payment delays. Terracon Consultants, Inc. is responsible for submitting a complete and accurate request. Payment is considered made on the date postmarked.

Each request for payment must contain the following supporting documentation:

- A. Identification of who performed the inspection;
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- F. A copy of the resident questionnaire;
- G. The lead hazard control options and cost estimates;
- H. The housing unit address;
- I. Floor plan drawings (not to scale);
- J. A copy of all state licenses.

V. Compliance with Laws

In providing the services required by this Agreement, Terracon Consultants, Inc. 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. Terracon Consultants, Inc. shall be responsible for ensuring its compliance with any laws and regulations applicable to Agreement activities.

VI. Conflicts of Interest

- A. Terracon Consultants, Inc. ensures that it presently has no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.
- B. No officer, member, or employee of Tarrant County, and no public official of the governing body of the locality or localities in which the activities set forth in this Agreement are carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of these activities, shall participate in any decision relating to this Agreement which affects their personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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- D. No member of or delegate to the U.S. Congress shall be admitted sharing any part hereof or to any benefit to arise here from.

VII. Project Records and Records Retention

Terracon Consultants, Inc. shall maintain accurate records of all activities and shall make such records available for inspection by HUD, Tarrant County, or their designees upon request. Types of records include financial records, case files, program records, compliance records, all agreements, and amendments. These records must be kept for a minimum of five (5) years from the date of the submission of the final expenditure report.

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IX. Amendments

This Agreement constitutes the entire agreement between the parties, and all prior negotiations are merged into this Agreement. Any amendment, change, or addition to this Agreement shall be made only in writing and signed by both parties.

X. Availability of Funds

If HOME and CDBG grant funds for Tarrant County are insufficient to cover the cost of this Agreement, Tarrant County may terminate this Contract without penalty upon providing written notice to Terracon Consultants, Inc.

XI. Annual Fiscal Condition Precedent

The parties acknowledge and agree that Tarrant County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for Tarrant County's fiscal years subsequent to that in which funds for this Agreement are first allocated, Tarrant County may immediately and without penalty, terminate this Agreement; provided, however that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

XII. Force Majeure

Tarrant County is not responsible for any damage or delay caused by fire, wind, hail, or water, or any act of God, vandalism, pandemic, or political disturbance.

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The parties to this Agreement will not sell, assign, transfer, or convey any benefits or obligations of this Agreement in whole or in part without the prior written consent of both parties. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement. It is agreed that Tarrant County has the right to inspect and approve in writing any proposed subcontracts between Terracon Consultants, Inc. and any subcontractor engaged in any activity in conjunction with projects contemplated under this Agreement prior to any changes being incurred.

XIV. No Waiver of Immunity and Third Party

This Agreement shall not be interpreted to confer any benefit to a third party not party to this Agreement. This Agreement 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 Agreement, party's agent, or party's employee, otherwise provided by law.

XV. Boycott and Anti-terrorism Statutes

Terracon Consultants, Inc. verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2272 of the Texas Government Code as follows:

- A. In compliance with Section 2271.001 et seq of the Texas Government Code, Terracon Consultants, Inc. 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. In compliance with Section 2252.151 et seq. of the Texas Government Code, Terracon Consultants, Inc. warrants and represents that: (1) neither Terracon Consultants, Inc. nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Terracon Consultants, Inc. nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Terracon Consultants, Inc. 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. Terracon Consultants, Inc. further represents and warrants that neither Terracon Consultants, Inc. nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies List.

- C. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 13), Terracon Consultants, Inc. 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, SB 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: (1) 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 (2) does business with a company described in subsection (3).
- D. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 19), Terracon Consultants, Inc. 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 organization. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, SB 19) and means, with respect to the entity or association, to: (1) 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; (2) 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 (3) 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: (1) 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 (2) 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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or 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.

XVI. Form 1295

Terracon Consultants, Inc. 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 “**Exhibit B.**”

XVII. Invalidity

If any one or more of the provisions contained in this Agreement, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement.

XVIII. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

XIX. Section Headings

The headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement.

XX. Dispute Resolution

- A. In the event of any dispute, controversy, or claim relating to this Agreement, the parties first seek to resolve the dispute through good faith negotiation. Each party shall appoint a representative with authority to resolve the dispute, and the parties shall meet within ten (10) business days after written notice of the dispute to attempt to resolve it.
- B. During the dispute resolution process, both parties shall continue to perform their respective obligations under this Agreement, except to the extent that performance is directly related to the dispute.
- C. Each party shall bear its own legal fees and costs associated with the dispute resolution process.

XXI. Termination

Tarrant County may terminate this Agreement if Terracon Consultants, Inc. fails to comply with the terms and conditions herein, subject to a 60-day notice period to remedy any non-compliance. Upon termination, Terracon Consultants, Inc. shall return any unexpended funds to Tarrant County within 30 calendar days. Additionally, Terracon Consultants, Inc. may terminate this Agreement if they are unable to comply with the terms and conditions here, subject to a 30-day notice period. Tarrant County will not be responsible for any reimbursement requests received after the termination date.

XXII. Governing Law and Venue

This Agreement 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.

XXIII. Debarment and Suspension

Terracon Consultants, Inc. certifies that neither it, nor any of its principals, is currently debarred, suspended, proposed for debarment, or declared ineligible from participating in federal programs or activities under any federal statutes or regulations. This certification is based on review of the System for Award System Management (SAM) database (www.sam.gov).

Terracon Consultants, Inc. agrees to maintain current registration in SAM.gov throughout the term of this Agreement and ensure that either it nor its principals become debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. Terracon Consultants, Inc. shall immediately notify Tarrant County in writing if it, or any of its principals, is debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. Terracon Consultants, Inc. shall be liable for any costs or damages incurred by Tarrant County because of such termination.

XXIV. Indemnification

TERRACON CONSULTANTS, INC., INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS AGREE TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS TARRANT COUNTY, ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND EXPENSES (WHETHER BASED UPON TORT, BREACH OF AGREEMENT, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), WHETHER KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED LEGAL FEES AND EXPENSES, OF ANY KIND OR NATURE (COLLECTIVELY, "LOSSES") INCURRED BY TARRANT COUNTY ARISING OUT OF, OR ON ACCOUNT OF, OR RESULTING FROM, ANY CLAIM AGAINST TARRANT COUNTY TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE CAUSED BY: (a) TERRACON CONSULTANTS, INC., OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S NEGLIGENT ACTS OR OMISSIONS; (b) TERRACON CONSULTANTS, INC. OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S INTENTIONAL OR WILLFUL MISCONDUCT; (c) TERRACON CONSULTANTS, INC., OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S BREACH OR VIOLATION OF APPLICABLE FEDERAL OR STATE LAW; (d) BREACH OF TERRACON CONSULTANTS, INC., OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT; (e) TERRACON CONSULTANTS, INC., OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S DEFAULT IN THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT; OR (f) ANY COMBINATION OF ABOVE.

XXV. Notice

Any written notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO TARRANT COUNTY:
Attn: Tarrant County Community
Development
2501 Parkview Dr., Ste. 420
Fort Worth, TX 76102

TO TERRACON CONSULTANTS, INC.:
Attn: Jack A. McCranie
1801 Handley Ederville Road
Fort Worth, TX 76118

XXVI. Term

This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years.

XXVII. Entire Agreement

This Agreement contains all the commitments and agreements between Tarrant County and Terracon Consultants, Inc. regarding this project.

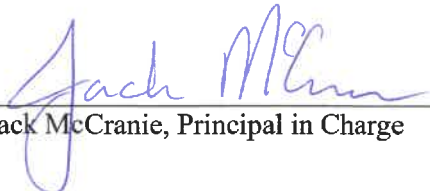
SIGNED AND EXECUTED this _____ day of _____, 2024⁵

TARRANT COUNTY
STATE OF TEXAS

TERRACON CONSULTANTS, INC.

See Separate Signature Page

Tim O'Hare, County Judge



Jack McCranie, Principal in Charge

APPROVED AS TO FORM

CERTIFICATION OF AVAILABLE
FUNDS



District Attorney's Office*

Tarrant County Auditor

*By law, the District Attorney's Office may only approve contracts to form for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Exhibit A – Program Summary

Amount of Funding	\$56,000.00
Source of Funds	HOME PY 2023 M-23-DC-48-0200 and CDBG PY 2024 B24-UC-48-0001
Project Description	Providing the identification of who performed the inspection, date of the inspection, listing of the results of all XRF readings for the component systems tested, lead based paint hazards and areas to be disturbed during the rehab, identification of the XRF methodologies used, analytical results from the soil and dust wipe samples, copy of resident questionnaire, lead hazard control options and cost estimates, housing unit address, floor plan drawings and copy of all state licenses.
Uses of Funds	Professional Lead Risk Assessment Services to identify any lead-based paint hazards or lead based paint present in areas to be disturbed during rehab of home.
Professional Services Type	Lead Risk Assessments and Lead Based Paint Testing
# of Homes Tested	35
Geographic Area Served	Tarrant County Consortium jurisdiction outside the areas of Arlington, Fort Worth, and Grand Prairie
Term of Agreement	This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years.

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.

Terracon Consultants, Inc.
 Fort Worth, TX United States

Certificate Number:
 2024-1240753

Date Filed:
 11/19/2024

Date Acknowledged:

1/13/25

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

Tarrant County Community Development

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.

RFQ
 Lead Based Paint Risk Assessment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Packer, M. Gayle	Olathe, KS United States	X	
	Anderson, Timothy W.	Phoenix, AZ United States	X	
	Anderson, William S.	Savannah, GA United States	X	
	Roberts, Jeffrey C.	Houston, TX United States	X	
	Sander, Jason	Cincinnati, TX United States	X	
	Zambo, Vanessa D.	Olathe, KS United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jack McCranie, and my date of birth is 6/4/1967.

My address is 1801 Handley Ederville Rd., Fort Worth, TX, 76118, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 19th day of November, 2024.
(month) (year)

Jack McCranie

Signature of authorized agent of contracting business entity
 (Declarant)

22



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144613
PAGE 1 OF 13
DATE: 1/28/2025

SUBJECT: **CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT BETWEEN TARRANT COUNTY AND TERRACON CONSULTANTS, INC. TO PROVIDE LEAD RISK ASSESSMENT SERVICES FOR HOMEOWNER REHABILITATION PROGRAMS**

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		APPROVED BY:	James McClinton

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- A. In compliance with Section 2271.001 et seq of the Texas Government Code, Terracon Consultants, Inc. 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. In compliance with Section 2252.151 et seq. of the Texas Government Code, Terracon Consultants, Inc. warrants and represents that: (1) neither Terracon Consultants, Inc. nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Terracon Consultants, Inc. nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Terracon Consultants, Inc. 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. Terracon Consultants, Inc. further represents and warrants that neither Terracon Consultants, Inc. nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies List.

- C. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 13), Terracon Consultants, Inc. 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, SB 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: (1) 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 (2) does business with a company described in subsection (3).
- D. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 19), Terracon Consultants, Inc. 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 organization. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, SB 19) and means, with respect to the entity or association, to: (1) 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; (2) 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 (3) 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: (1) 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 (2) 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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or 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.

XVI. Form 1295

Terracon Consultants, Inc. 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 "Exhibit B."

XVII. Invalidity

If any one or more of the provisions contained in this Agreement, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement.

XVIII. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

XIX. Section Headings

The headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement.

XX. Dispute Resolution

- A. In the event of any dispute, controversy, or claim relating to this Agreement, the parties first seek to resolve the dispute through good faith negotiation. Each party shall appoint a representative with authority to resolve the dispute, and the parties shall meet within ten (10) business days after written notice of the dispute to attempt to resolve it.
- B. During the dispute resolution process, both parties shall continue to perform their respective obligations under this Agreement, except to the extent that performance is directly related to the dispute.
- C. Each party shall bear its own legal fees and costs associated with the dispute resolution process.

XXI. Termination

Tarrant County may terminate this Agreement if Terracon Consultants, Inc. fails to comply with the terms and conditions herein, subject to a 60-day notice period to remedy any non-compliance. Upon termination, Terracon Consultants, Inc. shall return any unexpended funds to Tarrant County within 30 calendar days. Additionally, Terracon Consultants, Inc. may terminate this Agreement if they are unable to comply with the terms and conditions here, subject to a 30-day notice period. Tarrant County will not be responsible for any reimbursement requests received after the termination date.

XXII. Governing Law and Venue

This Agreement 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.

XXIII. Debarment and Suspension

Terracon Consultants, Inc. certifies that neither it, nor any of its principals, is currently debarred, suspended, proposed for debarment, or declared ineligible from participating in federal programs or activities under any federal statutes or regulations. This certification is based on review of the System for Award System Management (SAM) database (www.sam.gov).

Terracon Consultants, Inc. agrees to maintain current registration in SAM.gov throughout the term of this Agreement and ensure that either it nor its principals become debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. Terracon Consultants, Inc. shall immediately notify Tarrant County in writing if it, or any of its principals, is debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. Terracon Consultants, Inc. shall be liable for any costs or damages incurred by Tarrant County because of such termination.

XXIV. Indemnification

TERRACON CONSULTANTS, INC., INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS AGREE TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS TARRANT COUNTY, ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND EXPENSES (WHETHER BASED UPON TORT, BREACH OF AGREEMENT, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), WHETHER KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED LEGAL FEES AND EXPENSES, OF ANY KIND OR NATURE (COLLECTIVELY, "LOSSES") INCURRED BY TARRANT COUNTY ARISING OUT OF, OR ON ACCOUNT OF, OR RESULTING FROM, ANY CLAIM AGAINST TARRANT COUNTY TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE CAUSED BY: (a) TERRACON CONSULTANTS, INC., OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S NEGLIGENT ACTS OR OMISSIONS; (b) TERRACON CONSULTANTS, INC. OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S INTENTIONAL OR WILLFUL MISCONDUCT; (c) TERRACON CONSULTANTS, INC., OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S BREACH OR VIOLATION OF APPLICABLE FEDERAL OR STATE LAW; (d) BREACH OF TERRACON CONSULTANTS, INC., OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT; (e) TERRACON CONSULTANTS, INC., OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S DEFAULT IN THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT; OR (f) ANY COMBINATION OF ABOVE.

XXV. Notice

Any written notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO TARRANT COUNTY:
Attn: Tarrant County Community
Development
2501 Parkview Dr., Ste. 420
Fort Worth, TX 76102

TO TERRACON CONSULTANTS, INC.:
Attn: Jack A. McCranie
1801 Handley Ederville Road
Fort Worth, TX 76118

XXVI. Term

This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years.

XXVII. Entire Agreement

This Agreement contains all the commitments and agreements between Tarrant County and Terracon Consultants, Inc. regarding this project.

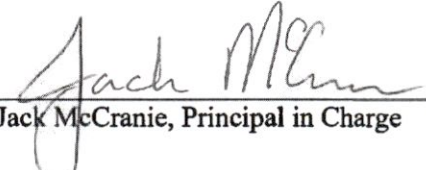
SIGNED AND EXECUTED this 28th day of January, 2024.

TARRANT COUNTY
STATE OF TEXAS

TERRACON CONSULTANTS, INC.

See Separate Signature Page

Tim O'Hare, County Judge



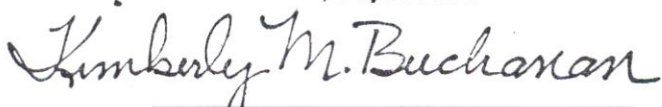
Jack McCranie, Principal in Charge

APPROVED AS TO FORM

CERTIFICATION OF AVAILABLE
FUNDS **In the Amount of:**
\$56,000.00



District Attorney's Office*



Tarrant County Auditor

*By law, the District Attorney's Office may only approve contracts to form for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Exhibit A – Program Summary

Amount of Funding	\$56,000.00
Source of Funds	HOME PY 2023 M-23-DC-48-0200 and CDBG PY 2024 B24-UC-48-0001
Project Description	Providing the identification of who performed the inspection, date of the inspection, listing of the results of all XRF readings for the component systems tested, lead based paint hazards and areas to be disturbed during the rehab, identification of the XRF methodologies used, analytical results from the soil and dust wipe samples, copy of resident questionnaire, lead hazard control options and cost estimates, housing unit address, floor plan drawings and copy of all state licenses.
Uses of Funds	Professional Lead Risk Assessment Services to identify any lead-based paint hazards or lead based paint present in areas to be disturbed during rehab of home.
Professional Services Type	Lead Risk Assessments and Lead Based Paint Testing
# of Homes Tested	35
Geographic Area Served	Tarrant County Consortium jurisdiction outside the areas of Arlington, Fort Worth, and Grand Prairie
Term of Agreement	This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years.

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.

Terracon Consultants, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1240753

Date Filed:
11/19/2024

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

Tarrant County Community Development

Date Acknowledged:
1/13/25

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.

RFQ
Lead Based Paint Risk Assessment

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Packer, M. Gayle	Olathe, KS United States	X	
	Anderson, Timothy W.	Phoenix, AZ United States	X	
	Anderson, William S.	Savannah, GA United States	X	
	Roberts, Jeffrey C.	Houston, TX United States	X	
	Sander, Jason	Cincinnati, TX United States	X	
	Zambo, Vanessa D.	Olathe, KS United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jack McCranie and my date of birth is 6/4/1967

My address is 1801 Handley Ederville Rd. Fort Worth TX 76118 USA
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 19th day of November, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Consideration of a Professional Services Contract Between Tarrant County and Terracon Consultants, Inc. to Provide Lead Risk Assessment Services for Homeowner Rehabilitation Programs

SIGNED AND EXECUTED this 28 day of January, 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
2/4/2025