COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145724
PAGE 1 OF 27
DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF A COMMUNITY FACILITIES AGREEMENT WITH THE CITY OF FORT WORTH RELATED TO UTILITY IMPROVEMENTS FOR THE PLAZA GARAGE EXPANSION PROJECT INCLUDED IN THE 2025 CAPITAL IMPROVEMENT PROGRAM**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Community Facilities Agreement (CFA) a Community Facilities Agreement (CFA) with the City of Fort Worth related to permitting requirements necessary to complete utility improvements for the Plaza Parking Garage Expansion Project, which is included in the 2025 Capital Improvement Program.

BACKGROUND

On November 12, 2024, the Commissioners Court, through Court Order #144160, awarded RFP No. F2024161, Construction Manager at Risk for Plaza Parking Garage Expansion, for Facilities Management, to HM & MF Ltd. d/b/a Muckleroy & Falls.

On February 19, 2025, the Commissioners Court, through Court Order #144753, approved a contract addendum for RFP No. F2024161, Construction Manager at Risk for Plaza Parking Garage Expansion, for Facilities Management, to HM & MF Ltd. d/b/a Muckleroy & Falls for the Guaranteed Maximum Price (GMP) of $12,433,999.00, and approved the contract for Phase 2 Construction Management 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.

To complete the Plaza Parking Garage Expansion Project, the City of Fort Worth requires a Community Facilities Agreement (CFA) to be in place. The CFA allows the County to design and construct utility improvements within the public right-of-way, including sewer, paving, streetlights, and a traffic signal, all of which are specifically for the Plaza Parking Garage Expansion.

The total estimated cost of these improvements is $1,826,216.19 and is included in the Guaranteed Maximum Price (GMP) provided by HM & MF Ltd. dba Muckleroy & Falls. As part of the permitting process, the City of Fort Worth requires a payment of $76,225.00 for inspection and material testing to ensure the improvements are constructed in accordance with city standards. This fee has already been paid.

SUBMITTED BY	Facilities Management	PREPARED BY:	Milissa Warner
		APPROVED BY:	Jon Hendrickson

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

FISCAL IMPACT

There is a fiscal impact of $76,225.00 associated with this item. The fee has already been paid from 569011/3110608000/45100-2025/IO921787; therefore, no additional fiscal impact is anticipated.

Received Date: _____

Received Time: _____

Developer and Project Information Cover Sheet:

Developer Company Name:		Tarrant County	
Address, State, Zip Code:		200 Taylor Street, Suite 344, Fort Worth, TX 76196	
Phone & Email:		817-212-7061; Tjohare@tarrantcountytx.gov	
Authorized Signatory, Title:		Tim O'Hare, County Judge	
Project Name:		Tarrant County Plaza Parking Garage Expansion	
Brief Description:		Sewer, Paving, and Street Lights Improvements	
Project Location:		601 W. Weatherford Street, Fort Worth, TX 76102	
Plat Case Number:	None provided	Plat Name:	None provided
Council District:	9	Phased or Concurrent Provisions:	None
CFA Number:	24-0171	City Project Number:	105641

City Contract Number: _____

STANDARD COMMUNITY FACILITIES AGREEMENT

This **COMMUNITY FACILITIES AGREEMENT** ("Agreement") is made and entered into by and between the **City of Fort Worth** ("City"), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and **Tarrant County** ("Developer"), acting by and through its duly authorized representative. City and Developer are referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, Developer is constructing private improvements or subdividing land within the corporate limits of Fort Worth, Texas or its extraterritorial jurisdiction, for a project known as Tarrant County Plaza Parking Garage Expansion ("Project"); and

WHEREAS, the City desires to ensure that all developments are adequately served by public infrastructure and that the public infrastructure is constructed according to City standards; and

WHEREAS, as a condition of approval of the Project, Developer is required to bear a portion of the costs of municipal infrastructure by constructing the public infrastructure necessary for the Project as described in this Agreement ("Community Facilities" or "Improvements"); and

WHEREAS, as a condition of approval of the Project, Developer is required to meet the additional obligations contained in this Agreement, and Developer may be required to make dedications of land, pay fees or construction costs, or meet other obligations that are not a part of this Agreement; and

WHEREAS, the City is not participating in the cost of the Improvements or Project; and

WHEREAS, the Developer and the City desire to enter into this Agreement in connection with the collective Improvements for the Project;

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the City and the Developer do hereby agree as follows:

1.
CFA Ordinance

The Community Facilities Agreements Ordinance ("CFA Ordinance"), as amended, is incorporated into this Agreement by reference, as if it was fully set out herein. Developer agrees to comply with all provisions of the CFA Ordinance in the performance of Developer's duties and obligations pursuant to this Agreement and to cause all contractors hired by Developer to comply with the CFA Ordinance in

connection with the work performed by the contractors. If a conflict exists between the terms and conditions of this Agreement and the CFA Ordinance, the CFA Ordinance shall control.

2.
Incorporation of Engineering Plans

The engineering plans for the Improvements that have been approved by the City ("Engineering Plans") are incorporated into this Agreement by reference as if fully set out herein. Developer shall provide at its expense, unless otherwise agreed to by City, all engineering drawings and documents necessary to construct the Improvements required by this Agreement.

3.
Description of Improvements; Exhibits and Attachments

The following exhibits describe the general location, nature and extent of the Improvements that are the subject of this Agreement and are attached hereto and incorporated herein by reference:

- ☐ Exhibit A: Water
- ☒ Exhibit B: Sewer
- ☒ Exhibit C: Paving
- ☐ Exhibit D: Storm Drain
- ☒ Exhibit E: Street Lights & Signs
- ☒ Exhibit F: Traffic Signal & Striping

The Location Map and Cost Estimates are also attached hereto and incorporated herein by reference. To the extent that Exhibits A, B, C, D, E, F, the Location Map, or the Cost Estimates conflict with the Engineering Plans, the Engineering Plans shall control. If applicable, Attachment 1 – Changes to Standard Community Facilities Agreement, Attachment 2 – Phased CFA Provisions, and Attachment 3 – Concurrent CFA Provisions, are attached hereto and incorporated herein for all purposes.

4.
Construction of Improvements

Developer agrees to cause the construction of the Improvements contemplated by this Agreement and that said construction shall be completed in a good and workmanlike manner and in accordance with all City standards and specifications, the Engineering Plans, the Cost Estimates provided for the Improvements, and this Agreement. Developer acknowledges that City will not accept the Improvements until the City receives affidavits and lien releases signed by Developer's contractors verifying that the contractors, and all subcontractors and material suppliers, have been paid in full for constructing the Improvements, and consent of the surety on payment and performance bonds provided for the Improvements.

5.
Financial Guarantee

Developer has provided the City with a financial guarantee in the form and amounts set forth in this Agreement which guarantees the construction of the Improvements and payment by Developer of all contractors, subcontractors, and material suppliers for the Improvements ("Financial Guarantee").

Developer shall keep the Financial Guarantee in full force and effect until released by the City and shall not reduce the amount of the Financial Guarantee unless authorized by the City in accordance with the CFA Ordinance.

6.
Completion Deadline; Extension Periods

This Agreement shall be effective on the date this Agreement is executed by the City's Assistant City Manager ("Effective Date"). Developer shall complete construction of the Improvements and obtain the City's acceptance of the Improvements within two (2) years of the Effective Date ("Term"). If construction of the Improvements has started during the Term, the Developer may request that this Agreement be extended for an additional period of time ("Extension Period"). All Extension Periods shall be agreed to in writing by the City and the Developer as set forth in a written amendment to this Agreement. In no event shall the Term of this Agreement plus any Extension Periods be for more than three years.

7.
Failure to Construct the Improvements

(a) The City may utilize the Developer's Financial Guarantee to cause the completion of the construction of the Improvements if at the end of the Term, and any Extension Periods, the Improvements have not been completed and accepted by the City.

(b) The City may utilize the Developer's Financial Guarantee to cause the completion of the construction of the Improvements or to cause the payment of costs for construction of the Improvements before the expiration of the Term, and any Extension Period, if the Developer breaches this Agreement, becomes insolvent, or fails to pay costs of construction.

(c) If the Financial Guarantee is a Completion Agreement and the Developer's contractors or suppliers are not paid for construction costs or materials supplied for the Improvements the contractors and suppliers may place a lien upon any property which the City does not have an ownership interest that is the subject of the Completion Agreement.

(d) Nothing contained herein is intended to limit the Developer's obligations under the CFA Ordinance, this Agreement, the Financial Guarantee, Developer's agreements with Developer's contractors, or other related agreements.

8.
Termination

If Developer desires to terminate this Agreement before Developer's contractors begin constructing the Improvements, Developer agrees to the following:

(a) that Developer and City must execute a termination of this Agreement in writing;

(b) that Developer will vacate any final plats that have been filed with the county where the Project is located; and

(c) to pay to the City all costs incurred by the City in connection with this Agreement, including time spent by the City's inspectors at preconstruction meetings.

9.
Award of Construction Contracts

(a) Developer will award all contracts for the construction of the Improvements and cause the Improvements to be constructed in accordance with the CFA Ordinance.

(b) Developer will employ construction contractors who meet the requirements of the City to construct the Improvements including, but not limited, to being prequalified, insured, licensed and bonded to construct the Improvements in the City.

(c) Developer will require Developer's contractors to provide the City with payment and performance bonds naming the City and the Developer as dual obligees, in the amount of one hundred percent (100%) of the cost of the Improvements as required by the CFA Ordinance. The payment and performance bonds shall guarantee construction of the Improvements and payment of all subcontractors and material suppliers. Developer agrees to require Developer's contractors to provide the City with a maintenance bond naming the City as an obligee, in the amount of one hundred percent (100%) of the cost of the Improvements, that guarantees correction of defects in materials and workmanship for the Improvements by the contractor and surety for a period of two (2) years after completion and final acceptance of the Improvements by the City. All bonds must be provided to the City before construction begins and must meet the requirements of the City's Standard Conditions, Chapter 2253 of the Texas Government Code, and the Texas Insurance Code.

(d) Developer will require Developer's contractors to provide the City with insurance equal to or in excess of the amounts required by the City's standard specifications and contract documents for developer-awarded infrastructure construction contracts. The City must be named as an additional insured on all insurance policies. The Developer must provide the City with a Certificate of Insurance (ACORD or form approved by the State of Texas), supplied by each contractor's insurance provider, which shall be made a part of the Project Manual.

(e) Developer will require the Developer's contractors to give forty-eight (48) hours' advance notice of their intent to commence construction of the Improvements to the City's Construction Services Division so that City inspection personnel will be available. Developer will require Developer's contractors to allow construction of the Improvements to be subject to inspection at any and all times by the City's inspectors. Developer will require Developer's contractors to not install or relocate any sanitary sewer, storm drain, or water pipe unless a City inspector is present and gives consent to proceed, and to allow such laboratory tests as may be required by the City.

(f) Developer will not allow Developer's contractors to begin construction of the Improvements until a notice to proceed to construction is issued by the City.

(g) Developer will not allow Developer's contractors to connect buildings to service lines of sewer and water mains constructed pursuant to this Agreement, if any, until said sewer, water mains and service lines have been completed to the satisfaction of the City.

10.
Utilities

Developer shall cause the installation or adjustment of utilities required to: (1) serve the Project; and (2) to construct the Improvements required herein. City shall not be responsible for payment of any

costs that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the Improvements to be constructed pursuant to this Agreement.

11.
Easements and Rights-of-Way

Developer agrees to provide, at its expense, all necessary rights-of-way and easements required for the construction and dedication to the City of the Improvements provided for by this Agreement.

12.
Liability and Indemnification

(a) ***[RESERVED]***

(b) ***[RESERVED]***

(c) ***DEVELOPER WILL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, THE CONSTRUCTION OF THE IMPROVEMENTS CONTEMPLATED HEREIN, WHETHER OR NOT SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE CITY OF FORT WORTH, ITS OFFICERS, SERVANTS, OR EMPLOYEES. FURTHER, DEVELOPER WILL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES SUFFERED BY THE CITY OR CAUSED AS A RESULT OF SAID CONTRACTORS' FAILURE TO COMPLETE THE WORK AND CONSTRUCT THE IMPROVEMENTS IN A GOOD AND WORKMANLIKE MANNER, FREE FROM DEFECTS, IN CONFORMANCE WITH THE CFA ORDINANCE, AND IN ACCORDANCE WITH ALL PLANS AND SPECIFICATIONS.***

13.
Right to Enforce Contracts

Upon completion of all work associated with the construction of the Improvements, Developer will assign to the City a non-exclusive right to enforce the contracts entered into by Developer with its contractors, along with an assignment of all warranties given by the contractors, whether express or implied. Further, Developer agrees that all contracts with any contractor shall include provisions granting to the City the right to enforce such contracts as an express intended third-party beneficiary of such contracts.

14.
Estimated Fees Paid by Developer; Reconciliation

Prior to execution of this Agreement, Developer has paid to the City the estimated cost of administrative material testing service fees, construction inspection service fees, and water testing lab fees in the amounts set forth in the Cost Summary section of this Agreement. Upon completion of the

construction of the Improvements, the City will reconcile the actual cost of administrative material testing service fees, construction inspection service fees, and water testing lab fees with the estimated fees paid by Developer. If the actual costs of the fees are more than the estimated payments made by the Developer, the Developer must pay the difference to the City before the Improvements will be accepted by the City. If the actual costs of the fees are less than the estimated payments made by the Developer, the City will refund the difference to the Developer. If the difference between the actual costs and the estimated payments made by the Developer is less than fifty dollars ($50.00), the City will not issue a refund and the Developer will not be responsible for paying the difference. The financial guarantee will not be released by the City or returned to the Developer until reconciliation has been completed by the City and any fees owed to the City have been paid by the Developer.

15.
Material Testing

The City maintains a list of pre-approved material testing laboratories. The Developer must contract with material testing laboratories on the City's list. Material testing laboratories will provide copies of all test results directly to the City and the Developer. If the Improvements being constructed fail a test, the Developer must correct or replace the Improvements until the Improvements pass all retests. The Developer must pay the material testing laboratories directly for all material testing and retesting. The City will obtain proof from the material testing laboratories that the material testing laboratories have been paid in full by the Developer before the City will accept the Improvements.

16.
Notices

All notices required or permitted under this Agreement may be given to a party by hand-delivery or by mail, addressed to such party at the address stated below. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:
Development Services
Contract Management Office
City of Fort Worth
100 Fort Worth Trail
Fort Worth, Texas 76102

DEVELOPER:
Tarrant County
200 Taylor Street, Suite 344
Fort Worth, Texas 76196

With copies to:

City Attorney's Office
City of Fort Worth
100 Fort Worth Trail
Fort Worth, Texas 76102

and

With copies to:

Tarrant County Facilities Management
Construction Services
Atten: Lorin Scarborough, Sr. Project Manager
200 Taylor Street, Suite 344
Fort Worth, TX 76196

City Manager's Office
City of Fort Worth
100 Fort Worth Trail
Fort Worth, Texas 76102

Or to such other address one party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

17.
Right to Audit

Developer agrees that, until the expiration of three (3) years after acceptance by the City of the Improvements constructed pursuant to this Agreement, that the City shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Developer involving transactions relating to this Agreement. Developer agrees that the City shall have access during normal working hours to all necessary Developer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Developer reasonable advance notice of intended audits.

Developer further agrees to include in all contracts with Developer's contractors for the Improvements a provision to the effect that the contractor agrees that the City shall, until the expiration of three (3) years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions to the contract, and further, that City shall have access during normal working hours to all of the contractor's facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Developer's contractors reasonable advance notice of intended audits.

18.
Independent Contractor

It is expressly understood and agreed that Developer and its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers shall operate as independent contractors as to all rights and privileges and work performed under this Agreement, and not as agents, representatives or employees of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Developer shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer acknowledges that the doctrine of *respondeat superior* shall not apply as between the City and its officers, representatives, agents, servants and employees, and Developer and its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Developer. It is further understood that the City shall in no way be considered a co-employer or a joint employer of Developer or any employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers of Developer. Neither Developer, nor any officers, agents, servants, employees or subcontractors of Developer shall be entitled to any employment benefits from the City. Developer shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

The City, through its authorized representatives and employees, shall have the sole and exclusive right to exercise jurisdiction and control over City employees.

19.
Applicable Law; Venue

This Agreement shall be construed under and in accordance with Texas law. Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

20.
Non-Waiver

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely on any such term or right on any future occasion.

21.
Governmental Powers and Immunities.

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

22.
Headings

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

23.
Severability

In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

24.
Review of Counsel

City and Developer, and if they so choose, their attorneys, have had the opportunity to review and comment on this document; therefore any rule of contract construction or interpretation that would normally call for the document to be interpreted as against the drafting party shall not apply in interpretation of this Agreement, and each section, portion, and provision of this Agreement shall be construed solely on the basis of the language contained therein, regardless of who authored such language.

25.
Prohibition on Boycotting Israel

Developer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company with 10 or more full-time employees that has a value of $100,000 or more that is to be paid wholly or partly from public funds of the City for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" have the meanings ascribed to those terms by Chapter 2271 of the Texas Government Code. To the extent that Chapter 2271 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

26.
Prohibition on Boycotting Energy Companies

Developer acknowledges that in accordance with Chapter 2276 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, and redesignated from Chapter 2274 of the Texas Government Code by Acts 2023, 88th Leg., R.S., Ch. 768 (H.B. 4595), Sec. 24.001(22), the City is prohibited from entering into a contract for goods or services that has a value of $100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meanings ascribed to those terms by Chapter 2276 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2 and redesignated from Chapter 2274 of the Texas Government Code as described above. To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

27.
Prohibition on Discrimination Against Firearm and Ammunition Industries

Developer acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of $100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

28.
Immigration and Nationality Act

Developer shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon

request by City, Developer shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Developer shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Developer employee who is not legally eligible to perform such services. City, upon written notice to Developer, shall have the right to immediately terminate this Agreement for violations of this provision by Developer.

29.
Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the City and Developer.

30.
Assignment and Successors

Developer shall not assign or subcontract all or any part of its rights, privileges, or duties under this Agreement without the prior written consent of City. Any attempted assignment or subcontract without the City's prior written approval shall be void and constitute a breach of this Agreement.

31.
No Third-Party Beneficiaries

The provisions and conditions of this Agreement are solely for the benefit of the City and Developer, and any lawful assign or successor of Developer, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

32.
Compliance with Laws, Ordinances, Rules and Regulations

Developer, its officers, agents, servants, employees, and contractors, shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of City. It is agreed and understood that, if City calls to the attention of Developer any such violation on the part of Developer or any of its officers, agents, servants, employees, or subcontractors, then Developer shall immediately desist from and correct such violation.

33.
Signature Authority

The person signing this Agreement on behalf of Developer warrants that he or she has the legal authority to execute this Agreement on behalf of the Developer, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The City is fully entitled to rely on this warranty and representation in entering into this Agreement.

34.
Counterparts

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

35.
Entire Agreement

This written instrument, together with any attachments, exhibits, and appendices, constitutes the entire understanding between the City and Developer concerning the work to be performed hereunder, and any prior or contemporaneous, oral or written agreement that purports to vary from the terms hereof shall be void.

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36.
Cost Summary Sheet

Project Name: Tarrant County Plaza Parking Garage Expansion

CFA No.: 24-0171 City Project No.: 105641 IPRC No.: 24-0137

Items	Developer's Cost
A. Water and Sewer Construction	
1. Water Construction	$ -
2. Sewer Construction	$ 543,607.00
Water and Sewer Construction Total	$ 543,607.00
B. TPW Construction	
1. Street	$ 662,299.55
2. Storm Drain	$ -
3. Street Lights Installed by Developer	$ 393,137.55
4. Signals	$ 227,172.09
TPW Construction Cost Total	$ 1,282,609.19
Total Construction Cost (excluding the fees):	**$ 1,826,216.19**
Estimated Construction Fees:	
C. Construction Inspection Service Fee	$75,000.00
D. Administrative Material Testing Service Fee	$1,225.00
E. Water Testing Lab Fee	$0.00
Total Estimated Construction Fees:	**$ 76,225.00**

Financial Guarantee Options, choose one	***Amount***	***Choice (Mark one)***
Bond = 100%	$ 1,826,216.19	
Completion Agreement = 100% / Holds Plat	$ 1,826,216.19	
Cash Escrow Water/Sanitary Sewer= 125%	$ 679,508.75	
Cash Escrow Paving/Storm Drain = 125%	$ 1,603,261.49	
Letter of Credit = 125%	$ 2,282,770.24	
Statement of Approriated Funding = 100%	$ 1,826,216.19	X
Escrow Pledge Agreement = 125%	$ 2,282,770.24	

IN WITNESS WHEREOF, the City and Developer have each executed this Agreement by their duly authorized signatories to be effective on the date executed by the City's Assistant City Manager.

CITY OF FORT WORTH

Jesica McEachern
Assistant City Manager

Date: _____

Recommended by:

Bichson Nguyen
Sr. Contract Compliance Specialist
Development Services

Approved as to Form & Legality:

Jackson Skinner
Assistant City Attorney

M&C No. N/A

Date: _____

Form 1295: N/A

ATTEST:

Jannette S. Goodall
City Secretary

DEVELOPER
Tarrant County

Tim O'Hare
County Judge

Date: _____

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Kandice Merrick
Contract Manager

The following attachments are incorporated into this Agreement. To the extent a conflict exists between the main body of this Agreement and the following attachments, the language in the main body of this Agreement shall be controlling.

Included	Attachment
☒	Attachment 1 - Changes to Standard Community Facilities Agreement
☐	Attachment 2 – Phased CFA Provisions
☐	Attachment 3 – Concurrent CFA Provisions
☒	Location Map
☐	Exhibit A: Water Improvements
☒	Exhibit B: Sewer Improvements
☒	Exhibit C: Paving Improvements
☐	Exhibit D: Storm Drain Improvements
☒	Exhibit E: Street Lights and Signs Improvements
☒	Exhibit F: Traffic Signal and Striping Improvements
☒	Cost Estimates

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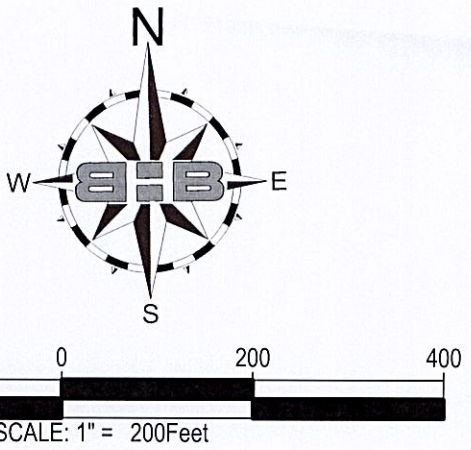
ATTACHMENT "1"

Changes to Standard Community Facilities Agreement

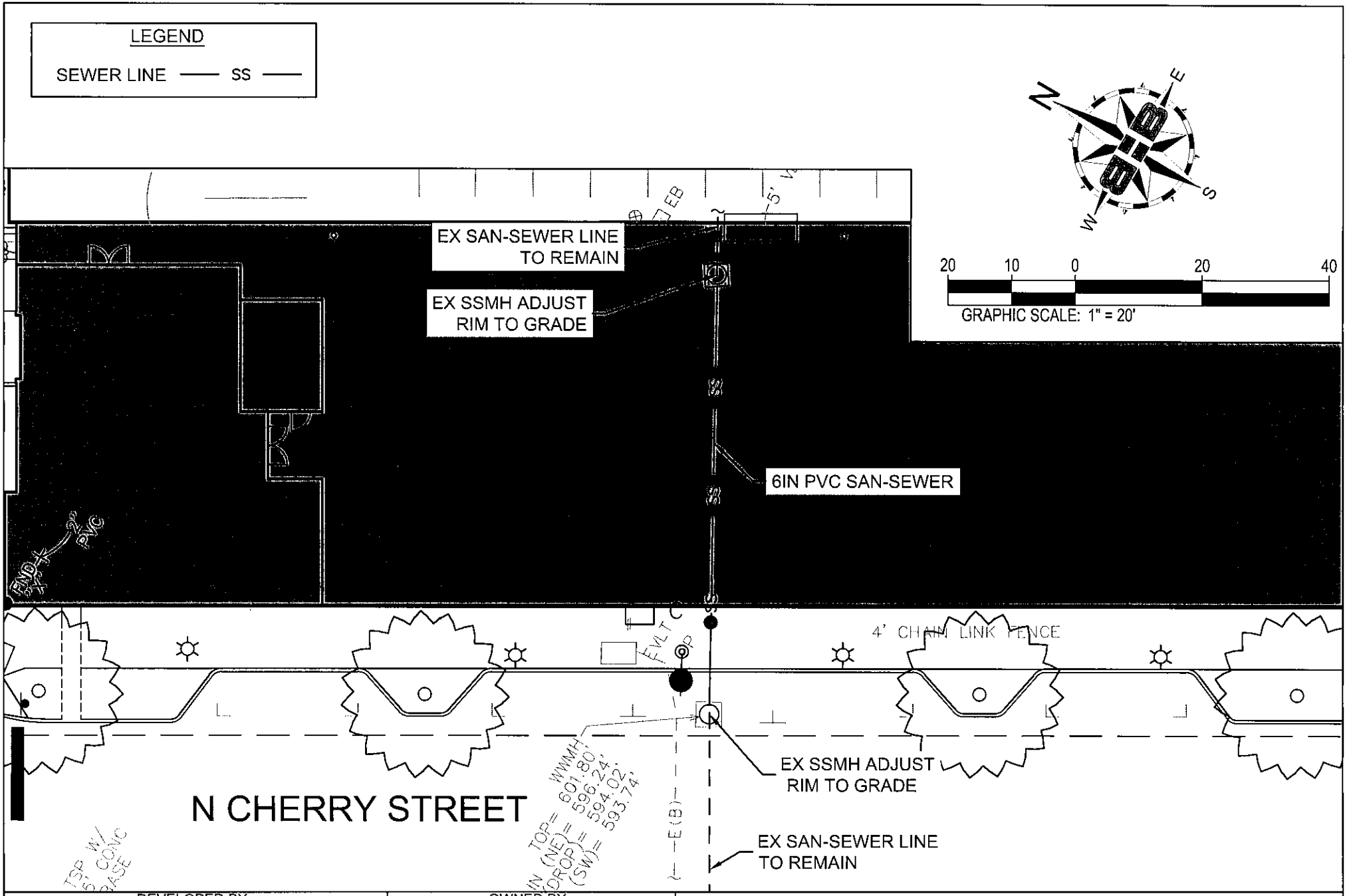
City Project No. 105641

Negotiated changes are incorporated into the body of the Agreement. See Sections 12, 28, and 34.

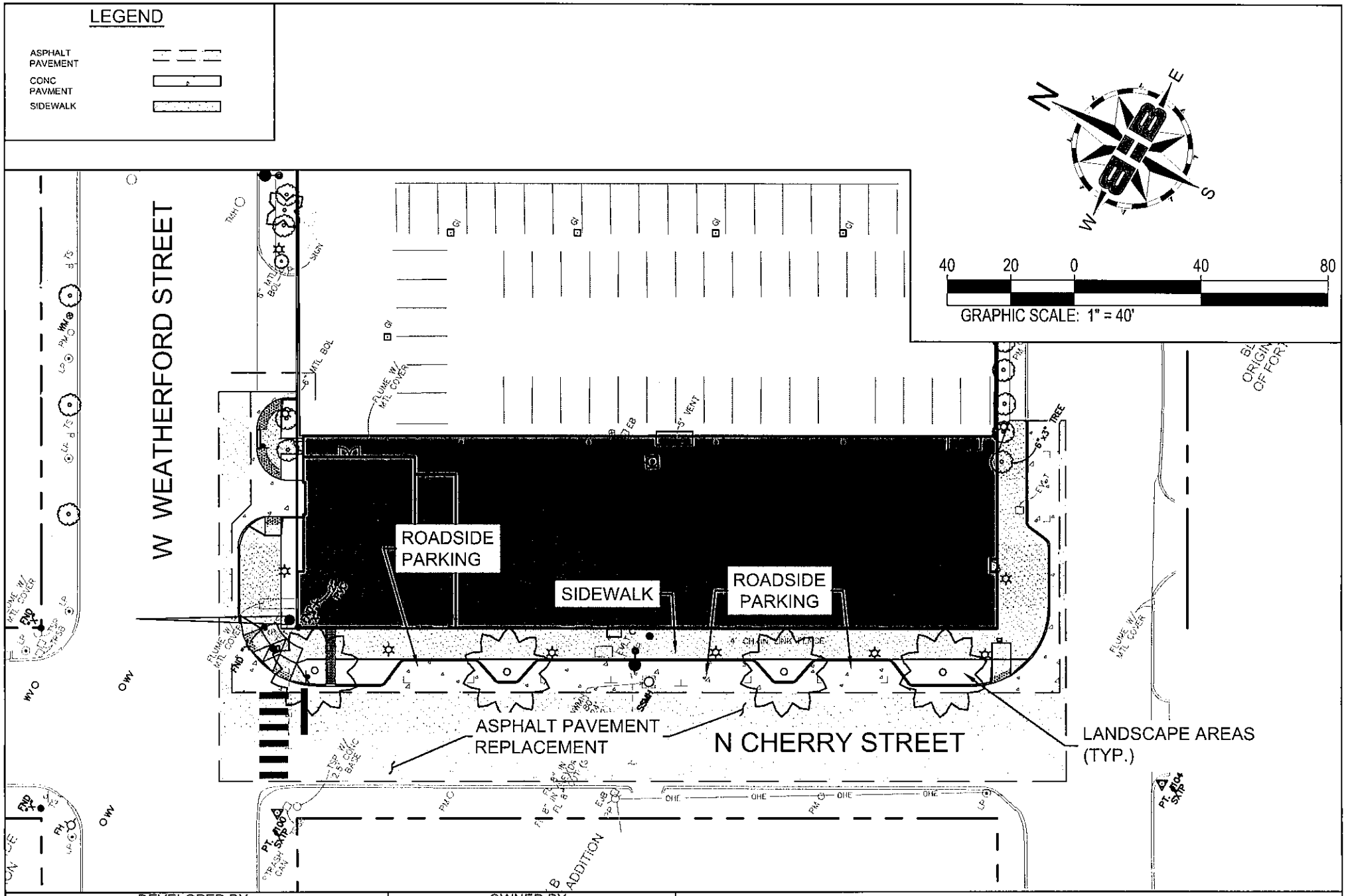




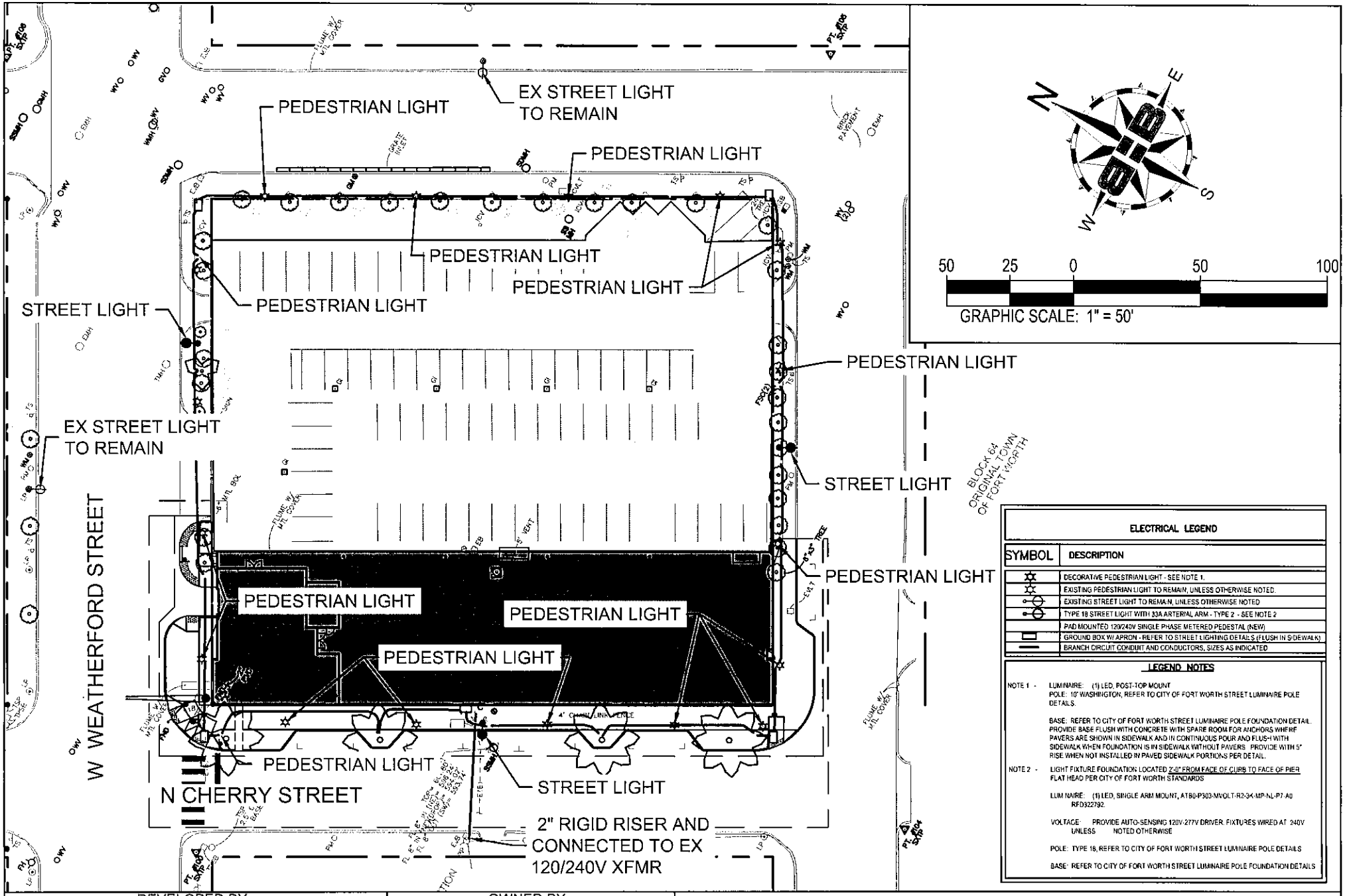
DEVELOPED BY: TARRANT COUNTY	OWNED BY: TARRANT COUNTY	PLAZA PARKING GARAGE EXPANSION
BAIRD, HAMPTON & BROWN ENGINEERING & SURVEYING 3801 William D. Tate Ave, Ste. 500, Grapevine, TX 76051 mail@bhbinc.com 817-251-8550 www.bhbinc.com BHB Project # 2022.732.000 TBPELS Firm #44, #10011302	CP# 105641 IPRC24-0137 CFA24-0171 MAPSCO NO: TAR-062Z COUNCIL DISTRICT 9	VICINITY MAP



DEVELOPED BY: TARRANT COUNTY	OWNED BY: TARRANT COUNTY	PLAZA PARKING GARAGE EXPANSION
BAIRD, HAMPTON & BROWN ENGINEERING & SURVEYING 3801 William D. Tate Ave, Ste. 500, Grapevine, TX 76051 mail@bhbinc.com 817-251-8550 www.bhbinc.com BHB Project # 2022.732.000 TBPELS Firm #44, #10011302	CP# 105641 IPRC24-0137 CFA24-0171 MAPSCO NO: TAR-062Z COUNCIL DISTRICT 9	EXHIBIT B-SEWER



DEVELOPED BY: TARRANT COUNTY	OWNED BY: TARRANT COUNTY	PLAZA PARKING GARAGE EXPANSION
BAIRD, HAMPTON & BROWN ENGINEERING & SURVEYING 3801 William D. Tate Ave, Ste. 500, Grapevine, TX 76051 mail@bhbinc.com 817-251-8550 www.bhbinc.com BHB Project # 2022.732.000 TBPELS Firm #44, #10011302	CP# 105641 IPRC24-0137 CFA24-0171 MAPSCO NO: TAR-062Z COUNCIL DISTRICT 9	EXHIBIT C-PAVING



ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	DECORATIVE PEDESTRIAN LIGHT - SEE NOTE 1.
	EXISTING PEDESTRIAN LIGHT TO REMAIN, UNLESS OTHERWISE NOTED.
	EXISTING STREET LIGHT TO REMAIN, UNLESS OTHERWISE NOTED
	TYPE 18 STREET LIGHT WITH 33A ARTERIAL ARM - TYPE 2 - SEE NOTE 2
	PAD MOUNTED 120/240V SINGLE PHASE METERED PEDESTAL (NEW)
	GROUND BOX W/ APRON - REFER TO STREET LIGHTING DETAILS (FLUSH IN SIDEWALK)
	BRANCH CIRCUIT CONDUIT AND CONDUCTORS, SIZES AS INDICATED

LEGEND NOTES

NOTE 1 - LUMINAIRE: (1) LED, POST-TOP MOUNT
POLE: 10' WASHINGTON, REFER TO CITY OF FORT WORTH STREET LUMINAIRE POLE DETAILS.

BASE: REFER TO CITY OF FORT WORTH STREET LUMINAIRE POLE FOUNDATION DETAIL. PROVIDE BASE FLUSH WITH CONCRETE WITH SPARE ROOM FOR ANCHORS WHERE PAVERS ARE SHOWN IN SIDEWALK AND IN CONTINUOUS POUR AND FLUSH WITH SIDEWALK WHEN FOUNDATION IS IN SIDEWALK WITHOUT PAVERS. PROVIDE WITH 5" RISE WHEN NOT INSTALLED IN PAVED SIDEWALK PORTIONS PER DETAIL.

NOTE 2 - LIGHT FIXTURE FOUNDATION LOCATED 2'-0" FROM FACE OF CURB TO FACE OF PIER FLAT HEAD PER CITY OF FORT WORTH STANDARDS

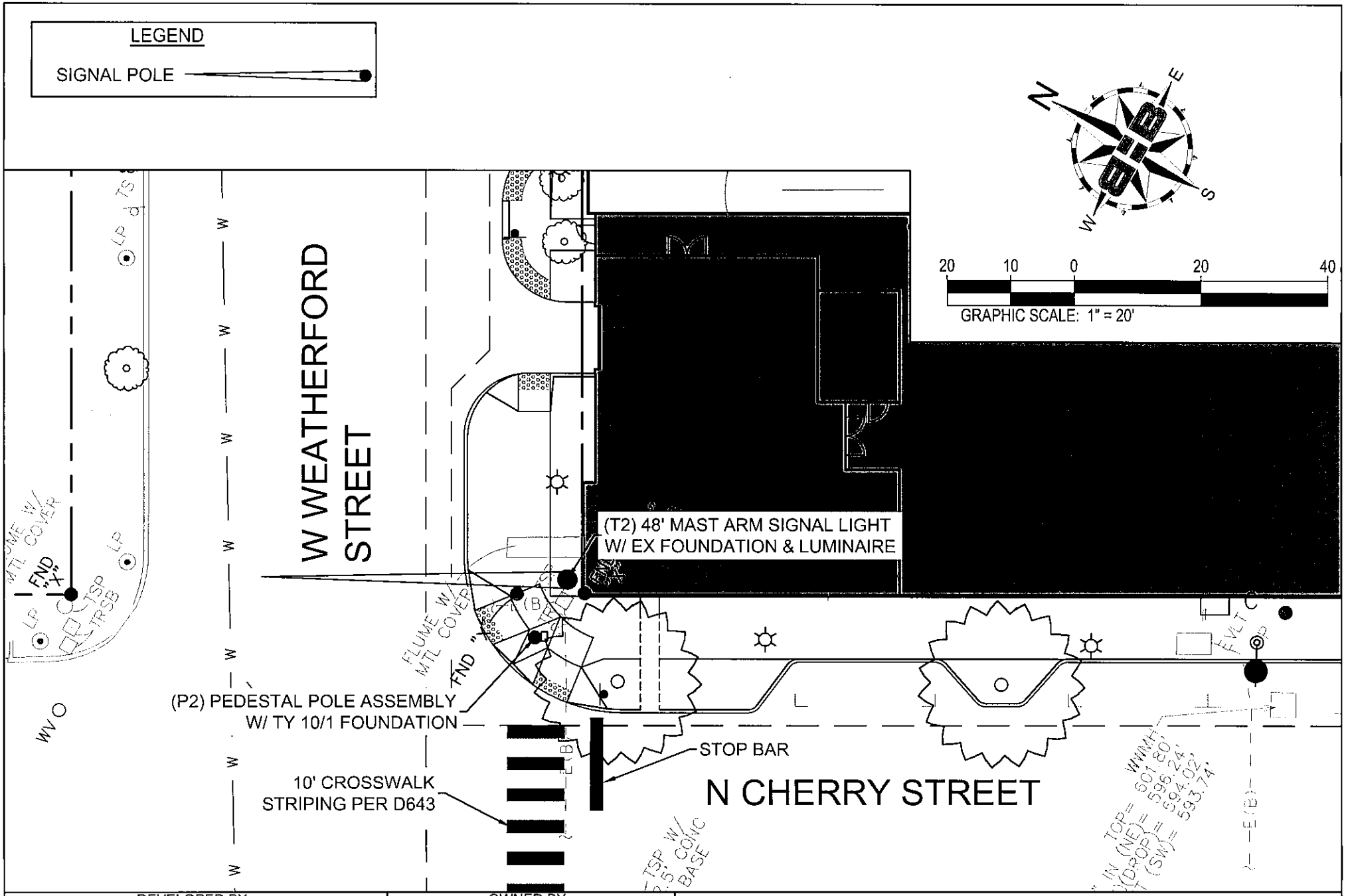
LUMINAIRE: (1) LED, SINGLE ARM MOUNT, ATB0-P303-MVOLT-R2-3K-MP-NL-P7-A0 RFD322792.

VOLTAGE: PROVIDE AUTO-SENSING 120V-277V DRIVER. FIXTURES WIRED AT 240V UNLESS NOTED OTHERWISE

POLE: TYPE 18, REFER TO CITY OF FORT WORTH STREET LUMINAIRE POLE DETAILS

BASE: REFER TO CITY OF FORT WORTH STREET LUMINAIRE POLE FOUNDATION DETAILS

DEVELOPED BY: TARRANT COUNTY	OWNED BY: TARRANT COUNTY	PLAZA PARKING GARAGE EXPANSION
BAIRD, HAMPTON & BROWN ENGINEERING & SURVEYING 3801 William D. Tate Ave, Ste. 500, Grapevine, TX 76051 mail@bhbinc.com 817-251-8550 www.bhbinc.com BHB Project # 2022.732.000 TBPELS Firm #44, #10011302	CP# 105641 IPRC24-0137 CFA24-0171 MAPSCO NO: TAR-062Z COUNCIL DISTRICT 9	EXHIBIT E-STREET LIGHTS



DEVELOPED BY: TARRANT COUNTY	OWNED BY: TARRANT COUNTY	PLAZA PARKING GARAGE EXPANSION
BAIRD, HAMPTON & BROWN ENGINEERING & SURVEYING 3801 William D. Tate Ave, Ste. 500, Grapevine, TX 76051 mail@bhbinc.com 817-251-8550 www.bhbinc.com BHB Project # 2022.732.000 TBPELS Firm #44, #10011302	CP# 105641 IPRC24-0137 CFA24-0171 MAPSCO NO: TAR-062Z COUNCIL DISTRICT 9	EXHIBIT F-SIGNAL & STRIPING

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
UNIT II: SANITARY SEWER IMPROVEMENTS						
1	0241.2012 Remove 6" Sewer Line	02 41 14	LF	65	$104.00	$6,760.00
2	3301.0001 Pre-CCTV Inspection	33 01 31	LF	65	$3,096.50	$201,272.50
3	3301.0003 Final-CCTV Inspection	33 01 31	LF	65	$3,096.50	$201,272.50
4	3301.0101 Manhole Vacuum Testing	33 01 30	EA	2	$300.00	$600.00
5	3305.0107 Manhole Adjustment, Minor	33 05 14	EA	2	$2,516.00	$5,032.00
6	3305.0109 Trench Safety	33 05 10	LF	65	$1,479.00	$96,135.00
7	3331.4108 6" Sewer Pipe	33 11 10, 33 31 12, 33 31 20	LF	65	$126.00	$8,190.00
8	3339.1001 4' Manhole	33 39 10, 33 39 20	EA	1	$2,732.00	$2,732.00
9	3339.1002 4' Drop Manhole	33 39 10, 33 39 20	EA	1	$15,700.00	$15,700.00
10	0170.0100 Mobilization	01 70 00	LS	1	$3,600.00	$3,600.00
11	0171.0101 Construction Staking	01 71 23	LS	1	$900.00	$900.00
12	9999.0000 Maintenance Bond for Public Scope	00 00 00	LS	1	$1,413.00	$1,413.00
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TOTAL UNIT II: SANITARY SEWER IMPROVEMENTS						$543,607.00

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
UNIT IV: PAVING IMPROVEMENTS						
1	0241.0100 Remove Sidewalk	02 41 13	SF	2073	$1.15	$2,383.95
2	0241.0300 Remove ADA Ramp	02 41 13	EA	2	$350.00	$700.00
3	0241.0301 Remove Detectable Warning Surface	02 41 13	EA	1	$100.00	$100.00
4	0241.0401 Remove Concrete Drive	02 41 13	SF	560	$1.15	$644.00
5	0241.1100 Remove Asphalt Pvmt	02 41 15	SY	1345	$6.50	$8,742.50
6	0241.1300 Remove Conc Curb&Gutter	02 41 15	LF	320	$10.50	$3,360.00
7	3110.0102 6"-12" Tree Removal	31 10 00	EA	4	$750.00	$3,000.00
8	3211.0400 Hydrated Lime	32 11 29	TN	12.4	$330.00	$4,092.00
9	3211.0501 6" Lime Treatment	32 11 29	SY	915	$15.00	$13,725.00
10	3212.0301 2" Asphalt Pvmt Type D (DG-D)	32 12 16	SY	915	$60.00	$54,900.00
11	3211.0503 10" Lime Treatment	32 11 29	SY	915	$15.00	$13,725.00
12	3213.0101 6" Conc Pvmt	32 13 13	SY	2480	$183.38	$454,782.40
13	3213.0311 4" Conc Sidewalk, Adjacent to Curb	32 13 20	SF	3910	$17.83	$69,715.30
14	3213.0401 6" Concrete Driveway	32 13 20	SF	350	$54.81	$19,183.50
15	3213.0502 Barrier Free Ramp, Type U-1	32 13 20	EA	1	$2,083.00	$2,083.00
16	3213.0503 Barrier Free Ramp, Type M-1	32 13 20	EA	1	$2,083.00	$2,083.00
17	3216.0101 6" Conc Curb and Gutter	32 16 13	LF	345	$21.92	$7,562.40
18	3217.0102 6" SLD Pvmt Marking HAS (Y)	32 17 23	LF	480	$2.25	$1,080.00
19	3217.0502 Preformed Thermoplastic Contrast Markings - 24" Crosswalk	32 17 23	LF	35	$8.75	$306.25
20	3217.0504 Preformed Thermoplastic Contrast Markings - 24" Stop Bars	32 17 23	LF	15	$8.75	$131.25
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TOTAL UNIT IV: PAVING IMPROVEMENTS						$662,299.55

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
UNIT V: STREET LIGHTING IMPROVEMENTS						
1	2605.3015 2" CONDT PVC SCH 80 (T)	26 05 33	LF	405	$357.93	$144,961.65
2	2605.3016 2" CONDT PVC SCH 80 (B)	26 05 33	LF	630	$393.93	$248,175.90
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TOTAL UNIT V: STREET LIGHTING IMPROVEMENTS						$393,137.55

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
UNIT VI: TRAFFIC SIGNAL IMPROVEMENTS						
1	3441.1001 Furnish/Install 3-Sect Signal Head Assembly	34 41 10	EA	4	$8,222.61	$32,890.44
2	3441.1012 Furnish/Install Ped Signal Head Assmbly	34 41 10	EA	2	$4,046.23	$8,092.46
3	3441.1031 Furnish/Install Audible Pedestrian Pushbutton	34 41 10	EA	4	$5,302.61	$21,210.44
4	3441.1311 5/C 14 AWG Multi-Conductor Cable	34 41 10	LF	544	$15.52	$8,442.88
5	3441.1315 20/C 14 AWG Multi-Conductor Cable	34 41 10	LF	70	$44.09	$3,086.30
6	3441.1322 3/C 14 AWG Multi-Conductor Cable	34 41 10	LF	340	$12.84	$4,365.60
7	3441.1414 NO 8 Bare Elec Condr	34 41 10	LF	25	$27.45	$686.25
8	3441.1603 Furnish/Install 10' - 20' Ped Pole Assmbly	34 41 10	EA	1	$6,174.47	$6,174.47
9	3441.1617 Install Signal Pole (Type 41, 43, 45)	34 41 10	EA	1	$31,348.53	$31,348.53
10	3441.1701 TY 1 Signal Foundation	34 41 10	EA	1	$15,911.47	$15,911.47
11	3441.2002 Dispose/Salvage of Pole and Mast Arm Assembly	34 41 13	EA	2	$30,053.23	$60,106.46
12	3441.3012 Span Wire 1/4"	34 41 11	LF	90	$35.18	$3,166.20
13	3441.3014 Span Wire 3/8"	34 41 11	LF	180	$63.59	$11,446.20
14	3441.3333 40' Timber Pole CL 2	34 41 11	EA	1	$9,931.47	$9,931.47
15	3441.4004 Furnish/Install Alum Sign Ex. Pole Mount	34 41 30	EA	2	$3,363.23	$6,726.46
16	3441.4109 Remove Sign Panel	34 41 30	EA	2	$1,793.23	$3,586.46
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TOTAL UNIT VI: TRAFFIC SIGNAL IMPROVEMENTS						$227,172.09

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value

Bid Summary

UNIT I: WATER IMPROVEMENTS	
UNIT II: SANITARY SEWER IMPROVEMENTS	$543,607.00
UNIT III: DRAINAGE IMPROVEMENTS	
UNIT IV: PAVING IMPROVEMENTS	$662,299.55
UNIT V: STREET LIGHTING IMPROVEMENTS	$393,137.55
UNIT VI: TRAFFIC SIGNAL IMPROVEMENTS	$227,172.09
Total Construction Bid	**$1,826,216.19**

This Bid is submitted by the entity named below:

BIDDER:
Muckleroy & Falls
3200 Riverfront Dr, Suite 200,

Fort Worth, Texas 76107

BY: Tim Carpenter

TITLE: Project Manager
DATE: 02/03/2025

Contractor agrees to complete WORK for FINAL ACCEPTANCE within 200 **working days after the date when the CONTRACT commences to run as provided in the General Conditions.**

END OF SECTION