



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145230

PAGE 1 OF 15

DATE: 5/20/2025

**SUBJECT: BID NO. 2024CD-008 – CONSIDERATION OF CONSTRUCTION
CONTRACT BETWEEN TARRANT COUNTY AND EGW SERVICES FOR
THE CITY OF KENNEDALE, TEXAS 50TH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROJECT**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a construction contract between Tarrant County and EGW Services in the amount of \$298,400.75 for water line improvements for North Road in Kennedale, Texas.

BACKGROUND

On January 8, 2025, Tarrant County Community Development opened bids for a 50th Year Community Development Block Grant (CDBG) project consisting of water line improvements on North Road in Kennedale, Texas. EGW Services submitted the low bid in the amount of \$298,400.75.

Through this contract, EGW Services will complete all required work as specified in the proposal, of which the engineer's line-item summary is attached. Tarrant County will provide \$153,001.00 in CDBG funds and the City of Kennedale will contribute \$145,399.75.

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

FISCAL IMPACT

Funding in the amount of \$153,001.00 is available through the Community Development Block Grant (CDBG) #B-24-UC-48-0001. Upon approval of the claim for payment under this contract, funds will be drawn from the U.S. Treasury through the U.S. Department of Housing and Urban Development's (HUD's) electronic transfer system to Tarrant County's bank account.

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

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This agreement is made and entered into this 18th day of March 2025, by and between the TARRANT COUNTY (the "Owner"), acting by and through its duly authorized officer, and EGW Services (the "Contractor").

1. In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:
Water Line Improvements for North Road (520 to W 3rd Street) in the City of Kennedale
B-24-UC-48-0001-40-15
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the Project in accordance to the drawings and specifications prepared by Shield Engineering Group (Engineer), and made a part of this Agreement the same as if written herein, plus all extra work in connection with the improvements, at the CONTRACTOR'S own expense, as noted in the terms of both the General Conditions, Supplementary General Conditions and the Special Conditions of the Agreement.
3. The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work within sixty (60) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the contract conditions.
4. The Total Contract Price: The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Supplementary Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit B, states the funding amount available from all sources. The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of \$ 298,400.75.
5. Based upon applications for payment submitted to Tarrant County Community Development according to the Contract Documents.
6. To the extent permitted by Texas Law, the Contractor agrees to fully indemnify, save, and hold harmless the Owner from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, its agents, servants or employees. All venue for litigation regarding this project is in the State or Federal District Courts physically located in Tarrant County, Texas.

7. The CONTRACTOR acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached as “Attachment A”.
8. The CONTRACTOR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2274 Texas Government Code Verification as follows:
 - (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code.
 - (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.
 - (c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).
 - (d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade

association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

9. CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, as part of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 §§ 70901-52, Nov. 15, 2021, 41 USC § 8301 note), and all applicable rules and notices, as may be amended, if applicable to this infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

10. This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

11. Compliance with Laws. In providing the services required by this Agreement, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. The Contract Documents consist of the following:

- This Agreement,
- Request for Bid 2024CD-008 Bid Documents including Notice to Bidders, Bidder Information and Certification Form, Non-Collusion Affidavit and Proposal
- Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance,
- General Conditions of Agreement, Supplementary General Conditions

- Technical Specifications, Special Specifications, Special Material and/or Equipment Specifications, Special Conditions
- Federal Labor Standards, Hud-4010, Wage Determination, Employment, Training and Contracting Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects under Hud Section 3 of The Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) And 24 CFR 75, and all applicable rules and notices, as may be amended,
- and the drawings and blueprints as prepared by the Owner's Engineer
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to the execution of this Agreement and all modifications issued subsequent hereto.

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

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

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

SIGNED AND EXECUTED THIS _____ DAY OF _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

EGW Services

CONTRACTOR

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

Eric Wickliffe
(SIGNATURE)

Eric Wickliffe - President
NAME AND TITLE

WITNESS: Kallie Dillard

NAME: Kallie Dillard

TITLE: Estimator

Approved as to Form:

Craig Price

Criminal District Attorney's Office*

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

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

Kimberly M. Buchanan, CPA
Tarrant County Auditor

Date

SHIELD ENGINEERING GROUP, PLLC

Consulting Engineers

BID OPENING: January 8th 2025 at 10:00 AM

Project Item Information

Bidlist Item No.	Description	Unit of Measure	Bid Quantity
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BASE BID LINE ITEM SUMMARY

1	Mobilization	LS	1
2	Site Preparation & Restoration	LS	1
3	Remove & Salvage Fire Hydrant	EA	1
4	Remove & Salvage Water Meter	EA	9
5	Remove & Salvage Gate Valve	EA	5
6	Remove Exist 2" Waterline	LF	55
7	Remove Exist 6" ACP Waterline	LF	33
8	Remove Concrete Driveway	SF	150
9	6" PVC Water Pipe	LF	89
10	8" PVC Water Pipe	LF	1241
11	Install New Fire Hydrant and Assembly	EA	1
12	Waterline Concrete Encasement	LF	50
13	Ductile Iron Water Fittings (AWWA C-153) with Restraint	TON	1
14	Install 6" Gate Valve & Box	EA	3
15	Install 8" Gate Valve & Box	EA	5
16	Connect to Exist 2"-12" Waterline	EA	4
17	Install New Meter Box	EA	13
18	Connect 1" Copper Water Service	EA	11
19	Connect 2" Copper Water Service	EA	2
20	Install Double Check Valve Assembly	EA	2
21	Flowable Fill for Abandonment of Waterline	CY	9
22	6" Abandonment Plug	EA	8
23	Permanent Asphalt Pavement Repair	LF	1241
24	Concrete Driveway	SF	150
25	6" Concrete Curb and Gutter	LF	50
26	Trench Safety	LF	1241
27	Traffic Control	LS	1
28	As-Built Survey	LS	1
29	Construction Allowance	LS	1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1252531

Date Filed:
12/30/2024

Date Acknowledged:
4/9/25

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
E.G.W. Services
Midlothian, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B-24-UC-48-0001-40-15
Water Line Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

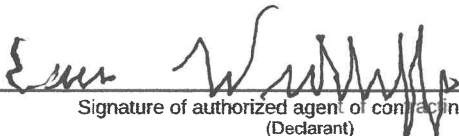
6 UNSWORN DECLARATION

My name is Eric Wickliffe and my date of birth is 01/21/1987.

My address is 125 N 8th Street, Midlothian, TX, 76065, US.
(street) (city) (state) (zip code) (country)

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

Executed in Ellis County, State of Texas, on the 30 day of Dec, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



KENNEDALE CITY COUNCIL MINUTES

**SPECIAL MEETING | MARCH 7 & 8, 2025 AT 9:00 AM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060**

I. MARCH 7, 2025 CALL TO ORDER - 9:00 A.M.

Mayor Brad Horton called the meeting to order at 9:00 a.m.

A. ROLL CALL

The Mayor and all other members of the City Council were in attendance, thus constituting a quorum.

The City Manager, City Secretary, and other various staff were also present.

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

Place 5 Nevarez offered the invocation, followed by the Pledges to the American and Texas flags led by Mayor Pro Tem Michels.

II. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

No public comments.

III. REGULAR SESSION

A. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Discuss and take action on the approval of the CDBG Waterline Improvements for North Road.

City Staff and the council discussed the application for grant funding. The City of Kennedale was awarded \$170,000.00 from the Tarrant County 2024 Community Development Block Grant Program. The funding has been provided to upgrade a 6" asbestos cement waterline to an 8" PVC along North Road for about 1,250 LF. Staff advised that the most favorable bidder was EGW Services, with a base bid of \$298,400.75.

Place 5 Nevarez made a motion to approve the CDBG Waterline Improvements for North Road and to authorize Tarrant County to award the contract to EGW Services

in the amount of \$298,400.75 with the city's contribution of \$145,399.75.

Place 1 Glover seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously

2. Discuss and take action on approval of Amendment No. 1 for T4 Ground Storage Water Tank.

The council discussed with staff approvals for the replacement of the T4 ground storage water tank, located at 751 Caruthers Lane. Staff advised that Texas Aquastore was chosen after requests for proposals were submitted as the contractor to upgrade the 0.5MG tank to a 0.75MG for \$963,919.00. Texas Aquastore however did not include the costs for piping, tank demolition, site grading, foundation removal and replacement, tank inspection/testing, permitting, and engineering in the proposal. Staff advised that Amendment No.1 submittal would address these unaccounted-for construction items.

Place 1 Glover made a motion to approve Amendment No. 1 for T4 Ground Storage Water Tank..

Mayor Pro Tem Michels seconded the motion.

No opposition, No abstentions

Vote: Motion passed unanimously

3. Discuss and take action to authorize an agreement for new construction in Town Center.

City Manager Hull presented an agreement to the council to address new construction in Town Center. The council discussed the current contract with Hughes Commercial and the Kenendale EDC. Staff advised that in order to finance any construction in Town Center Hughes Commercial is required to seek approval by council action.

Place 5 Nevarez made a motion authorize an agreement for new construction in Town Center.

Place 1 Glover seconded the motion.

Place 2 Kobeck and Place 4 Gary opposed, No abstentions

Vote: 3-2 Motion carried

IV. WORK SESSION - CITY COUNCIL RETREAT

- A. To establish City Council Priorities, Goals, and Vision for the City of Kennedale.

The City Council and City Manager held a planning retreat with Mr. Alan E. Sims. The council discussed Kenendale's values and recognized the importance of

establishing values for the city. The Council also worked to implement a vision for the city and set a strategic plan.

V. ADJOURN UNTIL MARCH 8, 2025 - 9:00 A.M.

Mayor Horton adjourned the meeting at 3:10 p.m.

VI. MARCH 8, 2025 CALL TO ORDER - 9:00 A.M.

Mayor Horton called the meeting to order at 9:00 a.m.

A. ROLL CALL

The Mayor and all other members of the City Council were in attendance, thus constituting a quorum.

The City Manager and City Secretary were also present.

VII. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

No public comments.

VIII. WORK SESSION - CITY COUNCIL RETREAT

A. Continuation of discussion on City Council Priorities, Goals, and Vision for the City of Kennedale.

The council continued discussion with Facilitator Sims regarding setting priorities, goals, and a vision for the City of Kennedale.

IX. ADJOURN

Place 5 Nevarez motioned to adjourn at 1:20 p.m.

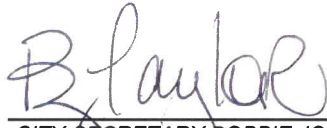
Place 1 Glover seconded the motion.

There being no further business, Mayor Horton adjourned the meeting.

APPROVED:


MAYOR BRAD HORTON

ATTEST:


CITY SECRETARY BOBBIE JO TAYLOR



TAKINGS IMPACT ASSESSMENT CHECKLIST

This form has been established to comply with the assessment requirements mandated by the Texas Private Real Property Preservation Act adopted under Chapter 2007, Texas Government Code

Project/Regulation Name: Kennedale 50th B-24-UC-48-0001-40-15

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: WREN DAVIS

Phone Number for Contact Person: 817-850-7955

Type of TIA Performed: **SHORT TIA** or FULL TIA.
Select one after answering the questions in Section II below.

I. Stated Purpose

Attached to this checklist is an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes No

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes No

If you answer no to both, STOP HERE and select SHORT TIA at the top of the form. A No Impact Determination should be made, and no further compliance with the Property Rights Act is necessary.

If you answer yes to either question, go to Section III to complete FULL TIA.
Note: Section II. of this Takings Impact Assessment should be completed in consultation with the Criminal District Attorney's Office.

TAKINGS IMPACT ASSESSMENT (TIA) EXPLANATION

Attached is the TIA Checklist as approved by the District Attorney's Office. Due to timeliness regulations governing CDBG programs, a completed Short TIA (No Impact Determination) checklist is being submitted to Commissioners Court for approval for this contract. Categorical Determinations that no private real property interests are affected by the proposed governmental action would obviate the need for any further compliance with the Property Rights Act. This project is located entirely within city-owned property (under a dedicated public street).

Section III Takings Impact Assessment Long Form

Consult DA for TIA Long Form Questions and Guidelines.