

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

## PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Parkhill, hereinafter referred to as PROVIDER, for the purpose of providing professional architectural and engineering services which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

### 1. SCOPE OF SERVICES

PROVIDER shall provide professional architectural and engineering services (the “Services”) for Corrections Center Exterior Skin Remediation project, 100 North Lamar Street, Fort Worth, Texas (the “Project”), said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. This Professional Services Contract (PSC), and with the Proposal for architectural and engineering dated December 22, 2023, from PROVIDER, shown in Exhibit “A”, forms the contract between the parties.

The Services to be provided by the PROVIDER as outlined more specifically in Exhibit “A” shall include, but are not limited to, the following:

#### 1.1 Construction Documents

- a. 50% Construction Documents.
  - i. Based on the Feasibility Study, A/E will prepare 50% Construction Documents for a single bid package for Owner review and comments setting forth the configuration of the building improvements and the products to be used for the construction of the Project.
- b. 95% Construction Documents.
  - i. Based on the 50% Construction Documents and Owner comments, A/E will prepare 95% Construction Documents for Owner review and comments consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.
- c. 100% Construction Documents.
  - i. Based on the 95% Construction Documents and Owner comments, A/E will prepare 100% Construction Documents for bidding, permitting, and construction.

#### 1.2 Bid Phase

- a. A/E will assist Owner in the preparation of necessary bidding information, answer questions from Pre-Bid and Pre-Construction meetings, and assist in awarding and preparing contracts for construction of the Project.

#### 1.3 Construction Phase

- a. A/E will visit the site twice weekly to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
- b. A/E will attend Owner-Architect-Contractor meetings once weekly throughout the duration of construction.
- c. Based on A/E’s observations and evaluations of the Contractor’s Applications for Payment, A/E will review and certify the amounts due the Contractor.
- d. The Architect shall review, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited

- purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- e. Architect shall review and respond to requests for information about the Contract Documents.
  - f. Review and prepare proposed change orders and construction change directives.
  - g. At completion at building facade and at Project completion, review the Work for conformance with the requirements of the Contract Documents and provide a list of items to be completed or corrected.

## **2. TERM**

This contract commences March 19, 2024 and concludes on the date services are completed.

## **3. COST**

- 3.1 For the services described in “Article 1. Scope of Services” and as defined in PROVIDER’S proposal contained in Exhibit “A”, the PROVIDER’S compensation for these services shall be seven hundred fifty-seven thousand and five hundred dollars (\$757,500.00) and shall not exceed this amount without prior authorization from the County.

|                                |                  |
|--------------------------------|------------------|
| Construction Documents Phase   | \$468,975        |
| Bidding Phase                  | \$ 36,075        |
| Construction Phase             | \$216,450        |
| Reimbursable Expenses          | <u>\$ 36,000</u> |
| <br>TOTAL NOT TO EXCEED AMOUNT | <br>\$757,500    |

- 3.2 PROVIDER shall bill for the Services performed in accordance with this contract.
- 3.3 PROVIDER shall send all invoices to Tarrant County Facilities Management, 100 W. Weatherford Street, Suite 350, Fort Worth, Texas 76196.
- 3.4 PROVIDER’S invoice shall detail the Services provided;
- 3.5 PROVIDER’S invoice may include reimbursable expenses such as printing, postage, out of County travel, etc. related to the Project. Reimbursable expenses will not exceed \$36,000. Expenses will be invoiced at Actual cost. Supporting receipt documentation must be submitted. All unused allowances will be returned to Tarrant County.
- 3.6 No travel expenses are included in this contract.

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

## **4. AGENCY-INDEPENDENT CONTRACTOR**

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

**5.**  
**ASSIGNMENT**

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

**6.**  
**THIRD PARTY BENEFICIARY EXCLUDED**

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

**7.**  
**AUDIT OF RECORDS**

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

**8.**  
**FORM 1295**

PROVIDER acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as Exhibit "B" is a full and true copy of said filed form.

**9.**  
**GOVERNMENT CODE COMPLIANCE**

PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. PROVIDER further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. PROVIDER further represents and warrants that it does not appear on any of the Texas Comptroller's Scrutinized Companies Lists. In accordance with Section 2274.002 of the Texas Government Code, PROVIDER certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. The term "boycott energy" is defined by Texas Government Code Section 809.001(1), effective September 1, 2021, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). In accordance with Section 2274.002 of the Texas Government Code PROVIDER certifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract. Discrimination against a firearm entity or trade association is defined by Texas Government Code Section 2274.001(3), effective September 1, 2021, and means, with respect to the

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

## **10. COMPLIANCE WITH LAWS**

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

## **11. GENERAL TERMS**

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

## **12. TERMINATION**

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

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

PROVIDER:  
Michael Howard  
Parkhill  
255 North Center Street  
Arlington, TX 76011

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY  
STATE OF TEXAS**

**PROVIDER:  
PARKHILL**

\_\_\_\_\_  
Tim O'Hare  
County Judge  
Tarrant County Commissioners Court

  
\_\_\_\_\_  
Authorized Signature

*APPROVED AS TO FORM:*

  
\_\_\_\_\_  
Criminal District Attorney's Office\*

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

*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_ :*

\_\_\_\_\_  
Auditor's Office



December 22, 2023

Michael Amador  
Director of Facilities Management  
Tarrant County  
100 W Weatherford Street  
Fort Worth, TX 76196

RE: Proposal for Architectural/Engineering Services  
Tarrant County Corrections Center Envelope Renovation  
100 N Lamar St, Fort Worth, TX 76196

Dear Mr. Amador:

Parkhill (A/E) is honored to have the opportunity to provide architectural/engineering services to Tarrant County (Owner) for the Corrections Center Envelope Renovation (Project).

The following outlines our understanding of the project scope and how we propose to provide services for this project.

#### 1.0 Project Information

- 1.1 Project Description. The Project consists of architectural/engineering design services for renovation of the building envelope at Tarrant County Corrections Center located at 100 N Lamar St, Fort Worth, TX 76196 (Site). The preliminary program includes envelope renovation including window repair/replacement, sealant replacement, cast stone replacement, ornamental metal painting, and building signage. Improvements to roofing, interiors, and site are excluded. The scope of work will be based on the needs identified in the Feasibility Study (Exhibit B).
- 1.2 Project Budget. The total project budget is approximately \$8,000,000 including an anticipated cost of construction of \$7,215,000. The budget is based on the Opinion of Probable Cost from the Feasibility Study (Exhibit B).
- 1.3 Procurement and delivery method. Owner intends to utilize a design-bid-build delivery method with a single bid package.

#### 2.0 Scope of Services

- 2.1 Basic Services. The A/E's Basic Services will consist of architectural design and building envelope consulting services.
  - 2.1.1 Construction Documents (CDs)
    - 2.1.1.1 50% Construction Documents.  
Based on the Feasibility Study, A/E will prepare 50% Construction Documents for a single bid package for Owner review and comments

setting forth the configuration of the building improvements and the products to be used for the construction of the Project.

2.1.1.2 95% Construction Documents.

Based on the 50% Construction Documents and Owner comments, A/E will prepare 95% Construction Documents for Owner review and comments consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.

2.1.1.3 100% Construction Documents.

Based on the 95% Construction Documents and Owner comments, A/E will prepare 100% Construction Documents for bidding, permitting, and construction.

2.1.2 Bid Phase

2.1.2.1 A/E will assist Owner in the preparation of necessary bidding information, answer questions from Pre-Bid and Pre-Construction meetings, and assist in awarding and preparing contracts for construction of the Project.

2.1.3 Construction Phase

2.1.3.1 A/E will visit the site twice weekly to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

2.1.3.2 A/E will attend Owner-Architect-Contractor meetings once weekly throughout the duration of construction.

2.1.3.3 Based on A/E's observations and evaluations of the Contractor's Applications for Payment, A/E will review and certify the amounts due the Contractor.

2.1.3.4 The Architect shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

2.1.3.5 Architect shall review and respond to requests for information about the Contract Documents.

2.1.3.6 Review and prepare proposed change orders and construction change directives.

2.1.3.7 At completion at building facade and at Project completion, review the Work for conformance with the requirements of the Contract Documents and provide a list of items to be completed or corrected.

2.2 Exclusions

2.2.1 Services specifically excluded from our scope of services include the following:

- Interior design, MEP engineering, and structural engineering services
- Civil engineering and landscape design services
- Improvements to roofing, interiors, and site
- Topographic and Boundary Surveys
- Entitlement, Platting, Easements, and Permitting Services
- Geotechnical Investigations and Soil Reports
- Construction Materials Testing
- Asbestos & Hazardous Material Studies
- Environmental, FEMA/Floodplain, and Traffic Studies

2.3 Subconsultants. A/E proposes the following subconsultants:

2.3.1 Terracon (Building Envelope Consulting)

### 3.0 Schedule

3.1 A tentative schedule for submitting our work for review is as follows. Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond A/E's control.

|                               |                  |
|-------------------------------|------------------|
| 50% Construction Documents    | 2 months         |
| 95% Construction Document     | 1 months         |
| 100% Construction Documents   | 1 months         |
| Bid Phase                     | 2 months         |
| Construction Phase            | 18 months        |
| <b>Total project duration</b> | <b>24 months</b> |

### 4.0 Compensation

4.1 Our fees for the Scope of Services as described will be based on a lump sum amount, plus reimbursable expenses:

#### Basic Services

|   |           |
|---|-----------|
| Architectural design and building envelope consulting | \$721,500 |
|---|-----------|

|                              |                 |
|------------------------------|-----------------|
| <b>Reimbursable Expenses</b> | <b>\$36,000</b> |
|------------------------------|-----------------|

|                           |                  |
|---------------------------|------------------|
| <b>Total Compensation</b> | <b>\$757,500</b> |
|---------------------------|------------------|

4.2 Reimbursable Expenses. Reimbursable expenses incurred by A/E and A/E's consultants will be billed at invoice cost. Reimbursable expenses will include local travel to and from Owner and Project Site using IRS standard mileage rates, parking, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, permitting and other fees required by authorities having jurisdiction over the Project. Reimbursable expenses will not exceed proposed amount without written approval of Owner.

4.3 The fee shall be invoiced monthly based on percent of work completed, with the proportion of compensation for each phase of services as follows:

| Phase              | Percent | Fee              |
|--------------------|---------|------------------|
| 50% CD             | 30%     | \$216,450        |
| 95% CD             | 25%     | \$180,375        |
| 100% CD            | 10%     | \$72,150         |
| Bid Phase          | 5%      | \$36,075         |
| Construction Phase | 30%     | \$216,450        |
| <b>Total</b>       |         | <b>\$721,500</b> |



4.4 Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule, attached as Exhibit A.

5.0 Authorization to Proceed. If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Agreement and will consider receipt of the executed Agreement as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

**Parkhill (A/E)**

**Tarrant County (Owner)**

By   
Michael Howard, AIA, AICP  
Director of Planning & Interiors | Principal

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Enclosures**

Exhibit A: Hourly Rate Schedule

Exhibit B: Feasibility Study

*"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, [www.tbae.state.tx.us](http://www.tbae.state.tx.us) has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, and landscape architects in Texas."*

## Exhibit A: Hourly Rate Schedule (2024)

| CLASSIFICATION               | HOURLY RATE | CLASSIFICATION                | HOURLY RATE | CLASSIFICATION                | HOURLY RATE |
|------------------------------|-------------|-------------------------------|-------------|-------------------------------|-------------|
| <b>SUPPORT STAFF I</b>       | \$75.00     | <b>PROFESSIONAL LEVEL III</b> |             | <b>PROFESSIONAL LEVEL VI</b>  |             |
| <b>SUPPORT STAFF II</b>      | \$88.00     | Architect                     | \$186.00    | Architect                     | \$305.00    |
| <b>SUPPORT STAFF III</b>     | \$120.00    | Civil Engineer                | \$227.00    | Civil Engineer                | \$344.00    |
| <b>SUPPORT STAFF IV</b>      | \$129.00    | Electrical Engineer           | \$222.00    | Electrical Engineer           | \$358.00    |
| <b>SUPPORT STAFF V</b>       | \$143.00    | Interior Designer             | \$166.00    | Interior Designer             | \$264.00    |
| <b>SUPPORT STAFF VI</b>      | \$154.00    | Landscape Architect           | \$179.00    | Landscape Architect           | \$285.00    |
| <b>PROFESSIONAL LEVEL I</b>  |             | Mechanical Engineer           | \$211.00    | Mechanical Engineer           | \$343.00    |
| Architect                    | \$151.00    | Structural Engineer           | \$219.00    | Structural Engineer           | \$329.00    |
| Civil Engineer               | \$165.00    | Survey Tech                   | \$170.00    | Professional Land Surveyor    | \$266.00    |
| Electrical Engineer          | \$168.00    | Other Professional            | \$163.00    | Other Professional            | \$259.00    |
| Interior Designer            | \$144.00    | <b>PROFESSIONAL LEVEL IV</b>  |             | <b>PROFESSIONAL LEVEL VII</b> |             |
| Landscape Architect          | \$144.00    | Architect                     | \$226.00    | Architect                     | \$392.00    |
| Mechanical Engineer          | \$158.00    | Civil Engineer                | \$265.00    | Civil Engineer                | \$410.00    |
| Structural Engineer          | \$158.00    | Electrical Engineer           | \$260.00    | Electrical Engineer           | \$410.00    |
| Survey Tech                  | \$134.00    | Interior Designer             | \$181.00    | Interior Designer             | \$295.00    |
| Other Professional           | \$141.00    | Landscape Architect           | \$194.00    | Landscape Architect           | \$392.00    |
| <b>PROFESSIONAL LEVEL II</b> |             | Mechanical Engineer           | \$248.00    | Mechanical Engineer           | \$392.00    |
| Architect                    | \$163.00    | Structural Engineer           | \$253.00    | Structural Engineer           | \$410.00    |
| Civil Engineer               | \$184.00    | Survey Tech                   | \$207.00    | Professional Land Surveyor    | \$319.00    |
| Electrical Engineer          | \$190.00    | Other Professional            | \$193.00    | Other Professional            | \$392.00    |
| Interior Designer            | \$151.00    | <b>PROFESSIONAL LEVEL V</b>   |             |                               |             |
| Landscape Architect          | \$151.00    | Architect                     | \$275.00    |                               |             |
| Mechanical Engineer          | \$181.00    | Civil Engineer                | \$319.00    |                               |             |
| Structural Engineer          | \$179.00    | Electrical Engineer           | \$317.00    |                               |             |
| Survey Tech                  | \$146.00    | Interior Designer             | \$218.00    |                               |             |
| Other Professional           | \$148.00    | Landscape Architect           | \$236.00    |                               |             |
|                              |             | Mechanical Engineer           | \$302.00    |                               |             |
|                              |             | Structural Engineer           | \$305.00    |                               |             |
|                              |             | Professional Land Surveyor    | \$240.00    |                               |             |
|                              |             | Other Professional            | \$215.00    |                               |             |

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024.  
After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

# 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.**

Parkhill  
Arlington, TX United States

**Certificate Number:**  
2024-1130991

**Date Filed:**  
03/04/2024

**Date Acknowledged:**

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

Tarrant County Facilities Management

**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.**

2022-098

Provide design services renovation to the exterior skin of the Corrections Center, including ornamental metal painting and the replacement of the cast stone, sealant, building signage, and window.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|--|--|--------------|
|   |                          |  | Controlling                              | Intermediary |
|   | Edwards, Jay             | Midland, TX United States                | X  |              |
|   | Hart, Dan                | Austin, TX United States                 | X  |              |
|   | Hamilton, John           | Lubbock, TX United States                | X  |              |
|   | Haberer, Mark            | Lubbock, TX United States                | X  |              |
|   | Edwards , Zane           | Lubbock, TX United States                | X  |              |
|   | Finley, David            | Frisco, TX United States                 | X  |              |
|   | Nelson, Scott            | Frisco, TX United States                 | X  |              |
|   | Ramirez, Mike            | El Paso, TX United States                | X  |              |
|   | Stills, Mary             | El Paso, TX United States                | X  |              |

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is Daniel "dan" Hart, and my date of birth is 11/12/1967.

My address is 11902 Burnet Road Suite 100, Austin, TX, 78758, Travis.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX on the 4th day of March, 20 24.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)