

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 Precinct 4 Maintenance Center Feasibility Study, 6713 Telephone Road, Lake Worth, Texas 76135 (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 October 6, 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 Feasibility Study

- a. Consult with Owner to obtain input regarding facility needs related to space and function and establish design vision and performance criteria for Project.
- b. Quantify the spatial requirements for buildings (square feet) and site development (acreage) considering the intended functions for the facility.
- c. Determine specific space requirements by identifying required spaces, establishing sizes and adjacency relationships, establishing efficiency and grossing factors, and documenting special requirements such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, and security.
- d. Visit Site and review available data and drawings to evaluate existing site conditions and physical characteristics and identify constraints and opportunities development such as access, views, building organization, circulation, parking, topography, drainage, and available utilities.
- e. Determine applicable requirements and regulations from authorities having jurisdiction over the Project, such as building codes and zoning ordinances.
- f. Prepare conceptual drawings based on the programming and site evaluation including blocking floor plans for each level illustrating the layout of major functional spaces, and a site master plan illustrating the layout of buildings, site access, circulation, parking, and other site development requirements.

1.2 Deliverables

- a. Summary presentation report documenting analysis, findings, and recommendations of the study including space programming, site evaluation, and conceptual drawings.

**2.
TERM**

This contract commences November 21, 2023 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 twenty-four thousand three hundred and seventy-five dollars (\$24,375.00) and shall not exceed this amount without prior authorization from the County.

Feasibility Study	<u>\$24,375</u>
TOTAL NOT TO EXCEED AMOUNT	\$24,375

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 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 N 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

Authorized Signature

APPROVED AS TO FORM:

James Marwin Nichols
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



October 6, 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 Precinct 4 Maintenance Center Feasibility Study

Dear Mr. Amador:

Parkhill (A/E) is honored to have the opportunity to provide architectural/engineering services to Tarrant County (Owner) for the Precinct 4 Maintenance Center Feasibility Study (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 to prepare a feasibility study (Study) for a new Precinct 4 Maintenance Center at a site to be determined. The study will evaluate the needs, space requirements and potential cost to design and construct the new facility and provide conceptual drawings. The preliminary program includes, but is not limited to, administrative offices, maintenance shops, and fleet and materials storage.
- 1.2 Site. The project Site is unknown at this time.
- 1.3 Project Budget. The project budget is unknown at this time.

2.0 Scope of Services

2.1 Feasibility Study

- 2.1.1 Consult with Owner to obtain input regarding facility needs related to space and function and establish design vision and performance criteria for Project.
- 2.1.2 Quantify the spatial requirements for buildings (square feet) and site development (acreage) considering the intended functions for the facility.
- 2.1.3 Determine specific space requirements by identifying required spaces, establishing sizes and adjacency relationships, establishing efficiency and grossing factors, and documenting special requirements such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, and security.
- 2.1.4 Visit Site and review available data and drawings to evaluate existing site conditions and physical characteristics and identify constraints and opportunities

that may impact development such as access, views, building organization, circulation, parking, topography, drainage, and available utilities.

2.1.5 Determine applicable requirements and regulations from authorities having jurisdiction over the Project, such as building codes and zoning ordinances.

2.1.6 Prepare conceptual drawings based on the programming and site evaluation including blocking floor plans for each level illustrating the layout of major functional spaces, and a site master plan illustrating the layout of buildings, site access, circulation, parking, and other site development requirements.

2.2 Deliverables

2.2.1 Summary presentation report documenting analysis, findings, and recommendations of the study including space programming, site evaluation, and conceptual drawings.

2.3 Exclusions

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

- 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

2.4 Subconsultants. A/E will obtain the following subconsultant services:

2.4.1 MEP

2.4.2 Structural

2.4.3 Civil

3.0 Schedule

3.1 Based on the proposed scope of work, we anticipate a sixty (60) calendar day project duration from your authorization to proceed. Parkhill will render its services as expeditiously as is consistent with professional skill and care. During the Project, unanticipated events may impact the Project schedule. Changes to the schedule may become necessary due to changes in scope or other circumstances beyond the A/E's control.

4.0 Compensation

4.1 Our fees for the Scope of Services as described will be based on a lump sum amount \$24,375, inclusive of expenses. The fee will be invoiced monthly based on percent of work completed.

4.2 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 Purchase Order and will consider receipt of the Purchase Order 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

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, 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 (2023)

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$71.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$84.00	Architect	\$177.00	Architect	\$292.00
SUPPORT STAFF III	\$116.00	Civil Engineer	\$218.00	Civil Engineer	\$329.00
SUPPORT STAFF IV	\$123.00	Electrical Engineer	\$212.00	Electrical Engineer	\$343.00
SUPPORT STAFF V	\$136.00	Interior Designer	\$159.00	Interior Designer	\$253.00
SUPPORT STAFF VI	\$147.00	Landscape Architect	\$171.00	Landscape Architect	\$272.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$203.00	Mechanical Engineer	\$328.00
Architect	\$145.00	Structural Engineer	\$210.00	Structural Engineer	\$315.00
Civil Engineer	\$157.00	Surveyor III	\$141.00	Professional Surveyor VI	\$231.00
Electrical Engineer	\$161.00	Other Professional	\$156.00	Other Professional	\$248.00
Interior Designer	\$138.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$138.00	Architect	\$217.00	Architect	\$376.00
Mechanical Engineer	\$150.00	Civil Engineer	\$254.00	Civil Engineer	\$393.00
Structural Engineer	\$150.00	Electrical Engineer	\$249.00	Electrical Engineer	\$393.00
Surveyor I	\$110.00	Interior Designer	\$174.00	Interior Designer	\$283.00
Other Professional	\$135.00	Landscape Architect	\$185.00	Landscape Architect	\$376.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$238.00	Mechanical Engineer	\$376.00
Architect	\$156.00	Structural Engineer	\$242.00	Structural Engineer	\$393.00
Civil Engineer	\$176.00	Surveyor IV	\$163.00	Professional Surveyor VII	\$255.00
Electrical Engineer	\$182.00	Other Professional	\$184.00	Other Professional	\$376.00
Interior Designer	\$145.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$145.00	Architect	\$263.00		
Mechanical Engineer	\$174.00	Civil Engineer	\$306.00		
Structural Engineer	\$171.00	Electrical Engineer	\$304.00		
Surveyor II	\$121.00	Interior Designer	\$208.00		
Other Professional	\$142.00	Landscape Architect	\$226.00		
		Mechanical Engineer	\$290.00		
		Structural Engineer	\$292.00		
		Professional Surveyor V	\$191.00		
		Other Professional	\$205.00		

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2023 through December 31, 2023.
After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.