

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Brandstetter Carroll INC, 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 engineering services (the “Services”) for the Miller Avenue Complex Irrigation System Replacement Project, 3500 Miller Avenue, 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 engineering services dated September 19, 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. Design three new independent irrigation systems for each of the existing buildings and associated landscape areas located at 3210, 3212 and 3500 Miller Ave, Fort Worth TX 76105. Final Bidding documents will be prepared in the form of drawings and specifications required to complete the work. Regular meetings with the Owner will take place to communicate detailed information. Quality Control will be intensified at this time, recognizing the need for final, accurate, and coordinated drawings.
 - i. Produce documentation necessary for bidding and installation of the new systems. Each of these systems will include the following elements. Final equipment selections will be coordinated with Tarrant County Staff.
 1. Controller – utilize the existing
 2. Water Meter – utilize the existing
 3. Back Flow Preventer – utilize the existing
 4. Mainline – utilize the existing where possible based on the new system hydraulic demand
 5. Control Valves and wiring – new commercial grade
 6. Lawn Areas – spray heads and rotors as appropriate to the scale of the areas
 7. Planting Bed Areas – drip tubing with indicator heads in each area
 8. Bubblers – for existing trees
 9. Quick couplers – at critical areas

1.2 Bidding Support

- a. Assistance and supporting bid evaluation and award determination. Attend and participate in a Pre-Bid meeting with Tarrant County Staff and prospective bidders.
 - i. Assist Tarrant County Staff in the review and verification of apparent low bid (one verification only).
 - ii. Attend and participate in a Preconstruction Meeting with Tarrant County Staff and the Contractor.
 - iii. Provide Submittal reviews for items noted in the design documents.
 - iv. Provide Site Observation meetings with the Contractor (up to 8 meetings) during

- the construction process.
- v. Produce and manage the Punch List documenting items needed to be completed by the contractor.
 - vi. Review of close-out documentation from the contractor.
 - vii. Produce 'As-Built' Drawings based on the information provided by the Contractor to Brandstetter Carol Inc. and observations by our team during the construction process.

2. TERM

This contract commences November 07, 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 twelve thousand dollars (\$12,000.00) and shall not exceed this amount without prior authorization from the County.

Design Fee	\$ 6,000.00
Bidding Support	\$ 1,500.00
Construction Administration	\$ 4,000.00
Reimbursable Expenses	<u>\$ 500.00</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$12,000.00

- 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 \$500.00. 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:

Mary Ann A. Mitchell, AIA
Brandstetter Carroll Inc.
7300 Preston Road Suite 310
Dallas, Texas 75252


APPROVED on this day the _____ day of _____, 2023, by Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**


**PROVIDER:
BRANDSTETTER CARROLL INC**

Tim O'Hare
County Judge



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

September 19, 2023

Joshua Palmer
Operations Manager
Tarrant County Facilities Management

**RE: Irrigation System Replacement for 3210, 3212, and 3500 Miller
Ave. Fort Worth TX 76105**

Dear Mr. Palmer,

Brandstetter Carroll, Inc. (BCI) is pleased to provide this proposal for standard professional services for the project referenced above for a lump sum fee of \$12,000.00. The project's Scope of Work is for the production of design and construction drawings for new irrigation systems for three separate Tarrant County facilities located at 3210, 3212, and 3500 Miller Ave. Fort Worth TX 76105, and includes some landscape design as needed in areas impacted by the work. Our services include design, bidding support, and construction administration services. We understand that there may be unforeseen conditions and circumstances that may arise. BCI will bring such concerns to the attention of the owner before proceeding with the work. No work shall proceed without the owner's consent. Our fee is inclusive of the specialized consulting and engineering fees required to accomplish this work.

Design \$6,000
Bidding Support \$800
Construction Administration \$4,700
Reimbursable Expenses \$500
Total \$12,000

The following proposed milestones and deliverables are as follows:

CONSTRUCTION DOCUMENTS

Design three new independent irrigation systems for each of the existing buildings and associated landscape areas located at 3210, 3212 and 3500 Miller Ave, Fort Worth TX 76105. Final Bidding documents will be prepared in the form of drawings and specifications required to complete the work. Regular meetings with the Owner will take place to communicate detailed information. Quality Control will be intensified at this time, recognizing the need for final, accurate, and coordinated drawings.

Produce documentation necessary for bidding and installation of the new systems. Each of these systems will include the following elements. Final equipment selections will be coordinated with Tarrant County Staff.

- Controller – utilize the existing
- Water Meter – utilize the existing
- Back Flow Preventer – utilize the existing
- Mainline – utilize the existing where possible based on the new system hydraulic demand
- Control Valves and wiring – new commercial grade
- Lawn Areas – spray heads and rotors as appropriate to the scale of the areas
- Planting Bed Areas – drip tubing with indicator heads in each area
- Bubbler – for existing trees
- Quick couplers – at critical areas

BIDDING

Assistance and supporting bid evaluation and award determination. Attend and participate in a Pre-Bid meeting with Tarrant County Staff and prospective bidders.

- Assist Tarrant County Staff in the review and verification of presumed low bid (one verification only).
- Attend and participate in a Preconstruction Meeting with Tarrant County Staff and the Contractor.

CONSTRUCTION ADMINISTRATION

- Provide Submittal reviews for items noted in the design documents.
- Provide Site Observation meetings with the Contractor (up to 8 meetings) during the construction process.
- Produce and manage the Punch List documenting items needed to be completed by the contractor.
- Review of close-out documentation from the contractor.
- Produce 'As-Built' Drawings based on the information provided by the Contractor to Brandstetter Carroll Inc. and observations by our team during the construction process.

REIMBURABLE EXPENSES

- Reimbursable expenses will be billed at cost plus -0%- markup. These expenses may include printing or other project related expenditures.

DELIVERABLES

Upon completion, these documents will be used for agency approvals, including necessary permits, and construction.

Upon acceptance of this proposal, BCI will enter into an agreement with Tarrant County using their standard AGREEMENT FOR PROFESSIONAL SERVICES contract.

Sincerely,



Mary Ann A. Mitchell, AIA
Managing Principal

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.

Brandstetter Carroll Inc.
Dallas, TX United States

Certificate Number:

2023-1082881

Date Filed:

10/12/2023

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

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.

Miller Ave. Irrigation System
Architecture, Engineering, Planning

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brandstetter Carroll Inc.	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Benjamin E. Brandstetter, P.E., and my date of birth is Sept. 7, 1977.

My address is 2013 Wyndemere Court, Hebron, KY, 41048, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fayette County, State of Kentucky, on the 12th day of October, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)