

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Element of Architecture, 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 architectural and engineering services (the “Services”) for the buildout of 1,175 square feet of expansion space on the 3rd floor at the Subcourthouse in Arlington, 700 East Abram Street, Arlington. (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 May 16, 2024 from PROVIDER, shown in Exhibit “A” and this Professional Services Contract, 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 Schematic Design Phase

- a. Update layout to include electrical and data outlets for final signoff.

1.2 Construction Documents Phase

- a. Upon approval of the previous phase layout, prepare construction documents including drawings only.
- b. Provide a Project Manual associated with the construction drawings for the purpose of bidding the project.
- c. At 95% complete of the CD phase, submit for review drawings and opinion of probable construction costs.
- d. We have assumed a meeting at this milestone with The County.
- e. At 100% complete of the CD phase, submit final signed and sealed documents. These documents will be used for Permitting and Construction.
- f. Submit documents for TAS review and respond to any comments as a result of this review.
- g. Submit documents for building permit application and respond to any comments as a result of this review.

1.3 Bidding Phase

- a. Attend Pre-Bid meeting to be orchestrated by the County.
- b. Review and address questions from bidders and issue in the form of addenda.

1.4 Construction Administration Phase

- a. Attend a Pre-Construction Kick-off meeting on the GC is selected.
- b. Respond to any RFI’s for clarification to the documents.
- c. Review any change orders during this phase with a change in scope also being an additional service to the design team.
- d. 4 site visits to be aligned with submittal and review of pay applications from the contractor. We have assumed this to be on site and also serve as OAC meetings.
- e. Virtual OAC meetings to be held on a monthly basis. We have assumed a bi-weekly

schedule of virtual and on sites OACs. We have included 4 virtual OAC meetings. This totals 8 OAC meetings (4 virtual and 4 in person)

- f. Review of submittals as defined in the construction documents. We have assumed a maximum of 2 reviews per submittal with excess of this to be an additional service.
- g. One final Punchlist when the contractor is considered substantially complete. If we find that the contractor is not ready for this site visit, additional will be considered additional services.
- h. Review of closeout documents from the contractor.
- i. Provide record drawings based on any modifications made in the field as provided to us in the form of markups.

2. TERM

This contract commences June 4, 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 fifty thousand six hundred and eighty dollars (\$50,680.00) and shall not exceed this amount without prior authorization from the County.

SD/CD Services	\$28,530
Bidding Services	\$ 1,450
CA Services	\$18,200
Reimbursable Expenses	<u>\$ 2,500</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$50,680

- 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 \$2,500.00. 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.

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.

11.

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:

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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.

COUNTY:

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

PROVIDER:

Debbie Fulwiler
Elements of Architecture, Inc.
1201 6th Avenue, Suite 100
Fort Worth, TX 76104

APPROVED on this day the _____ day of _____, 2024, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY

STATE OF TEXAS

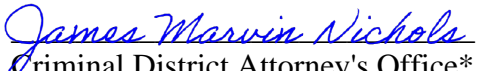
**ELEMENTS OF
ARCHITECTURE, INC.
PROVIDER**

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



May 16, 2024

Richard Renteria
Project Manager II - Facilities Management
100 W. Weatherford St, Room 350
Fort Worth, TX 76196

Re: Proposal for A/E Services - Passport Offices - Revised

Dear Mr. Renteria;

Elements is pleased to provide to you this proposal for A/E Services associated with the renovations to the existing sub-courthouse in Arlington of approximately 1175 sq ft to accommodate the relocation of the existing passport offices within the existing facility. A layout illustrating FF&E locations will be provided with electrical and data for approval prior to moving forward with the construction documents. We have defined our services below:

PROJECT DETAILS

The summary of the project is as follows:

Renovation of an existing shell space on the 3rd floor of the existing Sub-Courthouse in Arlington. The layout is to be one open room with workstations only and the finishes will be in compliance with the building standards. We understand that this project will need to be bid for delivery of construction. The proposed layout that will be the basis of our design is attached.

Our Project Team Proposed:

BHB for MEP Engineering with their proposal attached and fee included within our proposal.

SCOPE OF SERVICES

Disciplines included and anticipated for this project are as follows: (note that we are excluding civil and structural from our proposal as we do not believe it will be required):

- Architectural Design
- Mechanical, Electrical and Plumbing Engineering

Schematic Design Phase

1. Update layout to include electrical and data outlets for final signoff.

Construction Documents Phase

1. Upon approval of the previous phase layout, prepare construction documents including drawings only.
2. Provide a Project Manual associated with the construction drawings for the purpose of bidding the project.
3. At 95% complete of the CD phase, submit for review drawings and opinion of probable construction costs.
4. We have assumed a meeting at this milestone with The County.
5. At 100% complete of the CD phase, submit final signed and sealed documents. These documents will be used for Permitting and Construction.

6. Submit documents for TAS review and respond to any comments as a result of this review.
7. Submit documents for building permit application and respond to any comments as a result of this review.

Bidding Phase

1. Attend a Pre-Bid meeting to be orchestrated by the County.
2. Review and address questions from the bidders and issue in the form of addenda.

Construction Administration Phase

1. Attend a Pre-Construction Kick-off meeting on the GC is selected.
2. Respond to any RFI's for clarification to the documents.
3. Review any change orders during this phase with a change in scope also being an additional service to the design team.
4. 4 site visits to be aligned with submittal and review of pay applications from the contractor. We have assumed these to be on site and also serve as OAC meetings.
5. Virtual OAC meetings to be held on a monthly basis. We have assumed a bi-weekly schedule of virtual and on site OACs. We have included 4 virtual OAC meetings. This totals 8 OAC meetings (4 virtual and 4 in person)
6. Review of submittals as defined in the construction documents. We have assumed a maximum of 2 reviews per submittal with excess of this to be an additional service.
7. One final Punchlist when the contractor is considered substantially complete. If we find that the contractor is not ready for this site visit, additional will be considered additional services.
8. Review of closeout documents from the contractor.
9. Provide record drawings based on any modifications made in the field as provided to us in the form of markups.

PROPOSED FEE

We propose to provide our services for the lump sum amount as listed below:

SD/CD Phase	\$ 28,530	
Bidding Phase	\$ 1,450	
CA Phase	<u>\$ 18,200</u>	
Total All Phases Labor		\$48,180
Reimbursable Expenses		<u>\$ 2,500</u>
Total Project Total		\$50,680

ADDITIONAL FEES AND EXPENSES

The following are considered additional services:

1. Services in addition to those specifically outlined in this proposal will be considered additional services.
2. We have not included Civil Engineering/Landscape Architecture or Structural Engineering as we do not believe these services are needed.
3. Reimbursable expenses include TDLR and permitting fees however these are an estimate at this time and will be invoiced as incurred.
4. We have included a maximum of 4 months of construction for this project. An extension of this timeframe will be considered an additional service.
5. We have not included any IT/AV within our scope. We do have to locate data and define for conduit and pull string.

HOURLY RATE SCHEDULE

Refer to current hourly rate schedule.

PROJECT SCHEDULE

We anticipate the phases of this project to be dependent on owner reviews at critical milestones. We anticipate that this project to take around 3 months for design and completion of the construction documents. Once the review times are

committed to, we can provide an updated schedule.

If you have any questions regarding this proposal or need to discuss, please call me. Thank you for this opportunity to provide our services and we look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debbie Fulwiler', with a stylized flourish at the end.

Debbie Fulwiler, AIA
President

Attachments: BHB Proposal
Layout

April 4, 2024
Revised May 9, 2024

Mrs. Debbie Fulwiler, AIA
Elements of Architecture, Inc.
1201 6th Avenue, Suite 100
Fort Worth, TX 76014

**RE: TARRANT COUNTY SE SUB-COURTHOUSE PASSPORT OFFICE
ME DESIGN SERVICES
ARLINGTON, TEXAS**

Dear Debbie,

We appreciate the opportunity to offer our proposal to provide the mechanical and electrical design services for the referenced project as described in your email dated April 4, 2024. The project consists of providing the design for HVAC, fire protection, lighting, and power for the finish out of an existing third floor shell space area of approximately 1,175 square feet.

Our fee proposal makes the following assumptions:

- We understand that the entire project will be designed at one time; no phasing of design has been included.
- Our scope does not include sound system design, audio/visual system design, security system wiring, telephone system wiring design, nor data system wiring design. Rough-in conduits will be designed as defined by the Owner.
- Our scope will include energy calculations and certification for the mechanical and electrical systems.
- Included as part of our base proposal are two coordination meetings per discipline during the design of the project. We have not included regularly scheduled design review meetings with the Owner and/or Design Team as a part of our base fee.
- We cannot be responsible for equipment delivery that affects construction schedules.
- Our fee proposal is based upon producing the Contract Documents using AutoCAD/Revit.
- It is our understanding that our MEP engineering design will include providing new services within the renovated area only. Any re-design or upgrade of existing building mechanical or electrical utility distribution systems, including negotiation of relocation of existing utilities with utility company, is not included. If required, any upgrade of existing distributions systems located outside renovation or expansion area will be considered Additional Services as outlined below.
- Construction Administration:
 - Review and response to contractor's request for information (RFIs) during bidding and construction.

- Review of submittals and determine compliance of shop drawings for the items required by the construction documents related to the MEP design requirements.
 - Maximum of two submittal reviews per specification division section. The assumption is that a single manufacturer will be reviewed. Additional submissions and reviews (either beyond two or with varying manufacturers) will be additional services.
 - 10 business days to review each submittal. Expedited reviews will be performed as additional services.
- One site visit per discipline during construction for the purpose of reviewing work completed.
 - A written field report of our observations shall be submitted for each visit.
 - If additional trips are required, it will be considered additional services and billed at the hourly rates identified in the general conditions.
- The following items are not included in our basic services:
 - Energy Modeling, i.e. for IECC or ASHRAE compliance.
 - Commissioning of the mechanical or electrical Systems.
 - Record drawings.

The GENERAL CONDITIONS attached hereto is made a part of this Agreement.

We propose to provide the mechanical and electrical engineering design for the referenced project in sufficient detail to receive construction bids from subcontractors and in sufficient detail to install the systems in accordance with applicable codes. Deliverables will include original drawings (CADD Plots), specifications prepared for binding separately, and an opinion of probable construction cost. Drawings will be sealed by a Registered/Licensed Professional Engineer.

The design will be in accordance with criteria and guidance received from the Owner via communication from you. Criteria will also include the following:

1. One copy of Owner-approved floor plan in AutoCAD/REVIT format.
2. One copy of reflected ceiling plans which will include lighting fixture locations.
3. One copy of the power layouts with all duplex receptacles, power, telephone, security, computer, and other communication devices located on the plan in accordance with the Owner's criteria.
4. Utility rough-in and connection requirements and locations of all equipment furnished under other divisions of the specifications or equipment furnished by another contract.

In consideration for the scope described above we propose the following stipulated sum fees:

Construction Documents	\$7,500
Construction Administration	<u>2,500</u>
Total Fee	\$10,000

Invoices will be forwarded to your office based upon the percentage of design completed during each billing period and will be due upon receipt of each invoice. Stipulated sum includes cost of long-distance telephone calls, telephone faxes and mailing costs. Stipulated sum includes travel expenses for travel to the project site, but does not include reproduction expenses, other than single copy originals for final drawings. Travel expenses, plotting and reproduction expenses, other than those identified above will not be incurred without your prior approval, at which point these expenses will

be payable under the same conditions as the stipulated sum.

If you agree with the terms of this proposal, please indicate your approval by signing below and returning to our office.

We will consider receipt of this signed agreement as our notice to proceed. Thank you for the opportunity to work with you on this project.

Sincerely,

BAIRD, HAMPTON & BROWN, INC.



Ken Randall, PE
Principal, Electrical Engineer

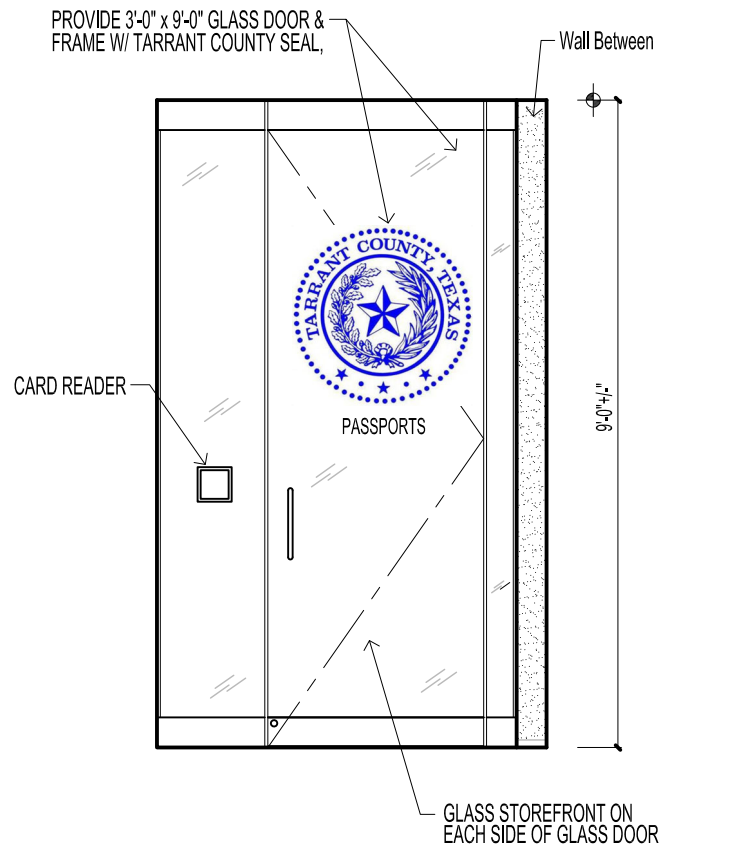
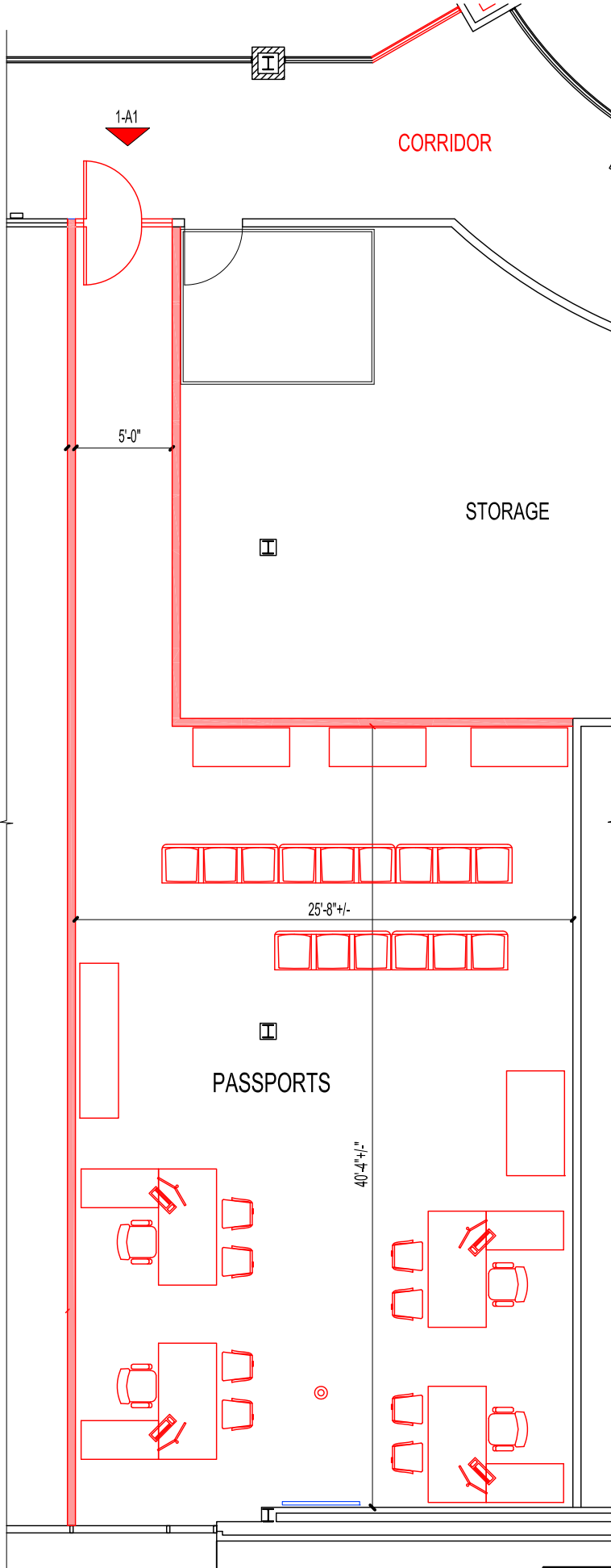
ELEMENTS OF ARCHITECTURE, INC.

Signature

Name

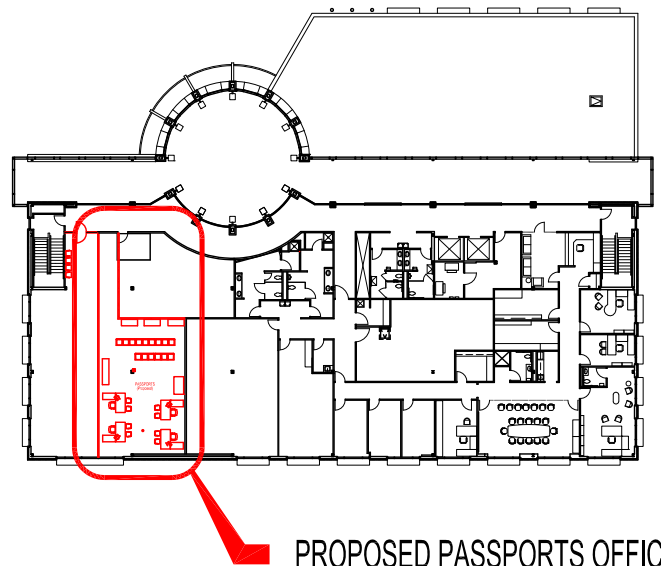
Date

Attachment: General Conditions



1 PROPOSED GLASS DOOR FRONT ENTRANCE

Not To Scale



3rd FLOOR SHELL SPACE
SUBCOURTHOUSE IN ARLINGTON
700 EAST ABRAM STREET
ARLINGTON, TX 76010

LOCATION PLAN



PROPOSED FLOOR PLAN (1,175 s.f.)

SCALE: 1/8"=1'-0"



Tarrant County - Facilities Management
Construction Services
100 W. Weatherford St. Room 350
Fort Worth, Texas 76196 p: (817) 884-1502



PROPOSED PASSPORTS OFFICE
3RD FLOOR SHELL SPACE
SUBCOURTHOUSE IN ARLINGTON

FLOOR PLAN, GLASS DOOR ELEVATION, LOCATION PLAN

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:
2024-1156938

Date Filed:
05/06/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elements of Architecture, Inc.
Fort Worth, 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.

Tarrant County, Texas

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.

RFQ # 2022-098, C.O. #138003
Architectural and Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fulwiler, Debbie	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Debbie Fulwiler, and my date of birth is 01/23/1964.

My address is 1201 6th Avenue, Suite 100, Fort Worth, TX, 76104, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of Texas, on the 6th day of May, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)