

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Baird, Hampton & Brown, hereinafter referred to as PROVIDER, for the purpose of providing professional 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 Corrections Center Generator & Automatic Transfer Switch Replacement 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 engineering dated January 30, 2024 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 We understand that the entire project will be designed at one time; no phasing of design has been included.
- 1.2 Our scope includes any demolition and reconstruction of the existing exterior wall around the louvers to allow space to remove the existing generators and insert the new generators and other electrical equipment.
- 1.3 Our proposal includes evaluation of the existing ductwork, louvers, fueling equipment and piping and design as required for new louvers, ductwork, piping, pumps and day tanks within the generator room.
- 1.4 Our proposal includes performing an arc flash study for the existing electrical distribution of the building, providing an updated electrical one-line diagram for the building distribution, and providing floorplans showing existing electrical equipment locations. The arc flash study assumes time by electricians to verify existing electrical conditions is not included in this proposal but that the County’s contract electricians will aid as required in determining existing conductor sizes and circuit breaker information.
- 1.5 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.
- 1.6 Included as part of our base proposal are three coordination meetings during the design of the project. We have not included regularly scheduled design review meeting with the Owner and/or Design Team as part of our base fee.
- 1.7 We cannot be responsible for equipment delivery that affects construction schedules.
- 1.8 Our fee proposal is based upon producing the Contract Documents using AutoCAD.
- 1.9 Construction Administration:
 - a. Review and response to contractor’s request for information (RFIs) during bidding and construction.
 - b. Review of submittals and determine compliance of shop drawing 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.
- c. Each site visits during construction for the purpose of reviewing work completed. Site visits by subconsultants and non-electrical disciplines will be limited to three site visits each.
 - 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.
- 1.10 The following items are not included in our basic services:
 - a. Energy Modeling, i.e. for IECC or ASHRAE compliance.
 - b. Commissioning of the mechanical or electrical Systems

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 three hundred and thirty-one thousand dollars (\$331,000.00) and shall not exceed this amount without prior authorization from the County.

Design Services	\$260,150
Cost Estimation	\$ 2,850
Bidding Services	\$ 7,000
Construction Administration	\$ 60,000
Reimbursable Expenses	<u>\$ 1,000</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$331,000

- 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 \$1,000. 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:
Paul Morris, P.E.
Baird, Hampton & Brown, Inc.
6300 Ridglea Place, Suite 700
Fort Worth, Texas 76116

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

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

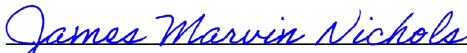
**PROVIDER
BAIRD, HAMPTON & BROWN**

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

January 30, 2024

Mr. Joshua Palmer
Operations Manager
Tarrant County Facilities Management

RE: Tarrant County Corrections Center Generator & ATS Replacements

Dear Joshua,

We appreciate the opportunity to offer our proposal to provide the architectural, structural, mechanical and electrical design for the referenced project as we discussed in your office on October 10, 2023 and subsequent emails and phone conversations since then. The project consists of providing the design for masonry, structural, HVAC, plumbing, fire protection, lighting, and power to replace two existing 1000kW diesel generators, associated automatic transfer switches and add dockings stations at the Tarrant County Corrections Center in Fort Worth, Texas. Architectural design will be provided by Elements of Architecture and cost estimating by Riddle & Goodnight, Inc.

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 includes any demolition and reconstruction of the existing exterior wall around the louvers to allow space to remove the existing generators and insert the new generators and other electrical equipment.
- Our proposal includes evaluation of the existing ductwork, louvers, fueling equipment and piping and design as required for new louvers, ductwork, piping, pumps and day tanks within the generator room
- Our proposal includes performing an arc flash study for the existing electrical distribution of the building, providing an updated electrical one-line diagram for the building distribution and providing floorplans showing existing electrical equipment locations. The arc flash study assumes time by electricians to verify existing electrical conditions is not included in this proposal but that the County's contract electricians will aid as required in determining existing conductor sizes and circuit breaker information.
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- Included as part of our base proposal are three coordination meetings 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.
- 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.
- Eight site visits during construction for the purpose of reviewing work completed. Site visits by subconsultants and non-electrical disciplines will be limited to three site visits each.
 - 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.

We propose to provide the structural, mechanical and electrical engineering and architectural 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) and specifications prepared for binding separately. Drawings will be sealed by a Registered/Licensed Professional Engineer. Architectural drawings will be sealed by a state registered architecture at Elements of Architecture.

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

1. One copy of Owner-approved floor plans and site plan in AutoCAD format.

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

Design Services	\$260,150
Cost Estimating	\$2,850
Bidding/Negotiation	\$7,000
Construction Administration	\$60,000
Reimbursables	<u>\$1,000</u>
Total Fee	\$331,000

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.

Compensation to BHB for the basic services shall be as described in the agreement. If BHB sees the Scope of Services Changing so that additional services are needed, BHB will notify the client for approval before proceeding. Additional Services shall be computed based on the BHB hourly rate schedule as shown below:


Engineering:

Engineering & Management – Principal/VP	\$ 295.00 /hr.
Project Management	\$ 195.00 /hr.
Engineering – Senior PE	\$ 195.00 /hr.
Engineering Services – PE	\$ 140.00 /hr.
Engineering Services – EIT	\$ 105.00 /hr.
Design Services – Senior Designer	\$ 140.00 /hr.
Design Services – Designer	\$ 105.00 /hr.
CAD / Drafting Services	\$ 70.00 /hr.
Clerical Services	\$ 70.00 /hr.

We will consider receipt of a P.O. number from the County as our notice to proceed. Thank you for the opportunity to work with you on this project.

Sincerely,

BAIRD, HAMPTON & BROWN, INC.



Paul Morris, P.E.
Associate | Electrical Engineer

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

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.**

Baird, Hampton & Brown, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1130858

Date Filed:
03/04/2024

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

Date Acknowledged:

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
Professional Architectural & Engineering Services for the Corrections Center Generator & Automatic Transfer Switch Replacement Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baird, John W.	Fort Worth, TX United States	X	
	Randall, Kenneth	Fort Worth, TX United States	X	
	Strevey, Tracy	Fort Worth, TX United States	X	
	Nave, Shannon	Weatherford, TX United States	X	
	Watters, Richard	Fort Worth, TX United States	X	
	Bost, Ian	Fort Worth, TX United States	X	
	Baird, John Austin	Grapevine, TX United States	X	
	Snyder, Jeremy	Fort Worth, TX United States	X	
	LaCroix, Joseph	Fort Worth, TX United States	X	
	Wallace, Chad	Fort Worth, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

Baird, Hampton & Brown, Inc.
Fort Worth, TX United States

Certificate Number:
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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

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RFQ 2022-098
Professional Architectural & Engineering Services for the Corrections Center Generator & Automatic Transfer Switch Replacement Project

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 Kenneth Randall, and my date of birth is 09/09/1960.

My address is 6300 Ridglea Place, Ste 700, Fort Worth, TX, 76116, 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 4 day of March, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)