

STATE OF TEXAS       §  
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COUNTY OF TARRANT §

**PROFESSIONAL SERVICES CONTRACT**

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Baird, Hampton & Brown, Inc., hereinafter referred to as PROVIDER, for the purpose of providing professional project administration, mechanical, electrical and plumbing 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 will provide the design, bidding and construction administration services for the replacement of twenty-five (25) existing HVAC Air Handler Units (AHU), eight (8) Smoke Exhaust Fans and three (3) Smoke Purge Fans at the Tarrant County Correction Center (TCCC) located at 100 Lamar Street, Fort Worth, TX as defined by County and mutually agreed to by PROVIDER. The TCCC Project Proposal dated January 31, 2022 from PROVIDER is shown in Attachment A and this Professional Services Contract forms the contract between the parties.

The services to be provided by the PROVIDER shall include, but are not limited to, the following:

- 1.1 Provide the mechanical and electrical engineering design in sufficient detail to receive construction bids from subcontractors and in sufficient detail to install the new AHU's, Smoke Exhaust Fans and Smoke Purge Fans in accordance with applicable codes.
- 1.2 Scope includes preparation of construction documents, bidding and construction phase services, project administration and coordination, construction administration.
- 1.3 Deliverables will include original drawings in CAD format and specifications prepared for binding. Drawings will be sealed by a Registered Professional Engineer.
- 1.4 Bidding Services will include participation in any Pre-bid Meetings and Bid Evaluation Meetings.
- 1.5 Construction Administration Services will include participation in Pre-Construction Meeting, review of shop drawings, submittals; review and respond to requests for information, change orders and pay applications. Thirty-six (36) site visits during construction to observe the Contractor's progress are included.

**2.  
TERM**

This contract will begin March 01, 2022 and conclude on or before May 24, 2024.

**3.  
COST**

For the services described in Article 1 Scope of Services, and as defined in PROVIDER'S proposal Attachment A, the PROVIDER'S compensation for these services shall be as follows:

<u>Tarrant County Corrections Center</u>	
Site Investigation (to confirm existing conditions)	\$20,000.00
Mechanical/Electrical/Plumbing Design Services	\$292,500.00
Bidding/Negotiations Services	\$10,000.00
Construction Administration Services	\$75,000.00
Reimbursables	<u>\$2,500.00</u>

TOTAL NOT TO EXCEED AMOUNT

\$400,000.00

- 3.1 PROVIDER will bill for services performed in accordance with this contract;
- 3.2 PROVIDER will send all invoices to Tarrant County Facilities Management, 100 W. Weatherford Street, Suite 460B, Fort Worth, Texas 76196;
- 3.3 PROVIDER'S invoice will detail the services provided; not used in this project
- 3.4 PROVIDER'S invoice may include reimbursable expenses such as printing, postage, out of County travel, etc. related to the Project. Expenses will be invoiced at actual cost. All unused allowances will be returned to Tarrant County.
- 3.5. No travel expenses are included in this contract.

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

**4.**

**AGENCY-INDEPENDENT CONTRACT**

Neither COUNTY or any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of COUNTY. This agreement 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 amenities of employment by the other party.

PROVIDER agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER'S performance under this contract.

**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**

No person not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under Texas 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.**

**ENTIRE AGREEMENT**

This contract represents the entire understanding of and between the parties and superseded 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 district courts of Tarrant County, Texas.

**9.  
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:

Marvin Reyes  
Tarrant County Facilities Management  
100 W. Weatherford, Suite 460B  
Fort Worth, TX 76196

PROVIDER:

Les Brown, P.E  
Baird, Hampton & Brown  
6300 Ridglea Place, Suite 700  
Fort Worth, TX 76116

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tarrant County.

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

**TARRANT COUNTY  
STATE OF TEXAS**

**PROVIDER**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

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

*APPROVED AS TO FORM:*

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

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

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