

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 design of the Resource Connection Sewer Infrastructure (the "Project"), said renovations to be defined by COUNTY and mutually agreed to by PROVIDER. The Proposal for engineering services dated March 8, 2022, from PROVIDER, shown in Attachment "A" and this Professional Services Contract, forms the contract between the parties. In addition, the vendor certification required by Texas Government Code Section 2274.002 is attached as Exhibit "B".

The Services to be provided by the PROVIDER as outlined more specifically in Attachment "A" shall include, but are not limited to, the following:

- Topographic survey of the entire existing sewer system. A survey of approximate 50' wide strip along the existing sewer lines will be provided. The survey crew will open existing manholes and determine flowline elevations and rim elevations of all existing sewer manholes (unless it is not possible to remove a manhole cover), and also tie all existing improvements, existing visible utility features and open storm drain manholes in the vicinity of the existing sewer lines. Digtess will be contacted to locate existing utilities prior to performing the topographic survey and will show all marked utilities on the design plans and profiles. Provider will verify sewer pipe type to determine if Vitrified Clay or Concrete Pipe was installed.
- Prepare sewer system reconstruction plans, consisting of Plan and Profiles for all sewer lines 6"-10" in size. Profiles are not anticipated for individual sewer services to the buildings. Provider will identify which portions are to be constructed with open cut construction and which portions are to be constructed with Pipe Bursting technology.
- The design will be in accordance with the Uniform Plumbing Code since this is a private sewer system.
- Submit construction documents to the CFW for review and obtain approval.
- Coordinate with Fort Worth Water Department for the two connections to the existing CFW sewer mains. We do not anticipate any work on the existing public mains.
- Prepare details for all construction.
- Prepare Contract Documents and Specifications for the project.
- Coordinate with Tarrant County Facilities Management personnel as the project proceeds forward. We are anticipating two or three submittals for coordination and review. This will be your choice for number of interim submittals.
- Construction administration is limited to Shop Drawing Review, responding to RFIs, and six site visits during construction.

- Attend up to 12 biweekly OEC regular progress meetings, issue resolution and progress reports.
- Assist Tarrant County in the receipt of bids, respond to substitution requests during bidding, analysis of bids and recommendations for award of the contract.

2. TERM

This contract commences March 22, 2022, and concludes on the earlier of 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 Attachment “A”, the PROVIDER’S compensation for these services shall be one hundred and fifteen Thousand dollars (\$115,000.00) and shall not exceed this amount without prior authorization from the County.

Topographic Survey	\$17,500.00
Civil Engineering Design	\$ 72,000.00
Bidding Period Services	\$ 1,500.00
Construction Administration Services	\$ 19,000.00
<u>Reimbursable Expenses</u>	<u>\$ 5,000.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$115,000.00

- 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; (address any additional rates/costs involving reports, materials, etc., and the number of such items, etc.).
- 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 \$5,000. Expenses will be invoiced at 1.1 times actual cost. All unused allowances will be returned to Tarrant County.

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.
REQUIRED VERIFICATION

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.

9.
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.

10.
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 I. Reyes
Tarrant County Facilities Management
100 W. Weatherford, Suite 350
Fort Worth, TX 76196

PROVIDER:

John W. Baird Jr.
Baird Hampton & Brown
6300 Ridglea Place, Suite 700
Fort Worth, Texas 76116

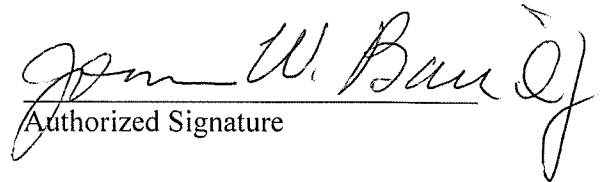
APPROVED on this day the _____ day of _____, 20____, by Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

Baird Hampton & Brown
PROVIDER

B. Glen Whitley
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