

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Brittain and Crawford, LLC., hereinafter referred to as PROVIDER, for the purpose of providing professional land surveying 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 land survey services (the “Services”) for the Tim Curry Criminal Justice Center Elevator Tower Addition Project (the “Project”) said land survey to be defined by COUNTY and mutually agreed to by PROVIDER. The Proposal for land surveying services dated March 28, 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:

1. Survey and prepare a topographic survey map for Lamar Street right-of-way between W. Belknap Street and W. Weatherford Street. The topographic survey will indicate all surface features, spot elevations, one-foot contours, right-of-way, driveways, sidewalks, curbs, trees 6 inches in caliper and larger and visible surface utilities and underground utilities located by Cobb Fendley. The survey will be prepared in electronic (AutoCAD) format based upon the Texas Coordinate System NAD83 and NAVD88 vertical datum.
2. Subsurface Utility Engineering Services in association with Cobb Fendley to identify and document existing subsurface utility data.

**2.
TERM**

This contract commences May 3, 2022, 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 Attachment “A”, the PROVIDER’S compensation for these services shall be ten thousand seven hundred and fifty dollars (\$10,750.00) and shall not exceed this amount without prior authorization from the County.

Brittain and Crawford, LLC (Topographic Survey)	\$ 3,750.00
<u>Cobb Fendley (Subsurface Utility Engineering/SUE)</u>	<u>\$ 7,000.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$10,750.00

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.

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. PROVIDER further represents and warrants that it does not appear on any of the Texas Comptroller's Scrutinized Companies Lists. PROVIDER further verifies 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). PROVIDER further verifies 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. The term "boycott energy" 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.

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

PROVIDER:
Chris L. Blevins, R.P.L.S.
Brittain and Crawford, LLC
3908 South Freeway
Fort Worth, Texas 76110

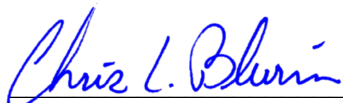
APPROVED on this day the _____ day of _____, 2022, by Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

Brittain and Crawford
PROVIDER

B. Glen Whitley
County Judge



Chris L. Blevins, R.P.L.S.

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