

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Hahnfeld Associates, Architects and Planners, Inc., DBA Hahnfeld Hoffer Stanford hereinafter referred to as PROVIDER, for the purpose of providing design, bidding and construction administration 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 design, bidding and construction administration services for the replacement of the camera system at the Lonnell E. Cooper Community Justice Center, 3210 Miller Ave, Fort Worth, TX as defined by County and mutually agreed to by PROVIDER. The Project Proposal dated May 24, 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 Design Development; This will include overall project management, site visit to confirm base plans, prepare updated base plans, coordinate the planning and design with Security Consultant and preliminary project specifications.
- 1.2 Construction Documents; Provide project management and coordination services, project specifications and issuance of final documents
- 1.3 Procurement Phase; Attend pre-bid conference, coordinate responses to bidder questions, coordinate preparation and issuance of addenda and attend post-bid conference.
- 1.4 Construction Administration Phase; Attend pre-construction meeting, consult with Owner, process submittals, process shop drawings, coordinate and process RFI's, substantial completion, final inspection final closeout documents and production of record documents by Consultant.
- 1.5 Security Consulting; Provide Security Consulting Services
- 1.6 MEP Engineering; Provide MEP Engineering Services

**2.
TERM**

This contract will begin August 16, 2022 and concludes on the earlier of the date services are completed.

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>Lonnell E. Cooper Community Justice Center Camera Replacement</u>	
Design Development Phase	\$13,400.00
Construction Document Phase	\$15,405.00
Procurement Phase	\$ 5,455.00
Construction Administration Phase	\$10,330.00
Engineering Services	\$ 6,000.00
Reimbursables	<u>\$ 1,000.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$51,590.00

- 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. Out of County travel expenses or meals are not included in this contract. 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**

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.
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.

**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:
Michael Amador
Tarrant County Facilities Management
100 W. Weatherford, Suite 460B
Fort Worth, TX 76196

PROVIDER:
Gary Ryan, Associate Principal
Hahnfeld Hoffer Stanford
200 Bailey Ave., Suite 200
Fort Worth, TX 76107


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



Gary Ryan, Associate Principal
Hahnfeld Hoffer Stanford
200 Bailey Ave., Suite 200
Fort Worth, TX 76107

APPROVED AS TO FORM:

District Attorney's Office*

*By law, the 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