

STATE OF TEXAS §  
COUNTY OF TARRANT §

## PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Campos Engineering, Inc., hereinafter referred to as PROVIDER, for the purpose of providing professional HVAC test, adjust, and balance 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 HVAC test, adjust and balance services (the “Services”) for the 3<sup>rd</sup> and 4<sup>th</sup> Floor Renovation, 350 W. Belknap Building, Fort Worth (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 HVAC Test, Adjust, and Balance Services dated December 28, 2022 from PROVIDER, shown in Exhibit “A” and the Compliance with State Law & Federal Law, Regulations and Executive Orders Addendum (“Addendum”) attached as “Exhibit B” form the contract between the parties. This PSC takes precedence over any conflicting language in the Proposal.

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 Basic Services

- a. Campos shall evaluate the contract drawings and specifications relating to testing and balancing services for arrangement and adequate provisions of devices for HVAC testing, adjusting, and balancing.
- b. Campos shall evaluate the HVAC manufacturer’s submittal data and the shop drawings for balance-ability and conformity to the project specifications.
- c. Campos shall provide a pre-TAB site visit to observe the installation of the HVAC systems for adequate balancing provisions and readiness for TAB. Campos shall provide a written summary of our pre-TAB site visit observations and recommendations.
- d. Campos shall prepare the plans for testing and balancing field procedures by numbering each air outlet / air grille. Whenever possible, Campos shall use the numbering system indicated on the mechanical plans. Plans shall be reduced to 11” x 17” format for insertion in the final test and balance report and for clarification of punch items identified in each project status report.
- e. Campos shall attend coordination meetings throughout the project to facilitate the testing and balancing work schedule and review observed deficiencies.
  - i. Campos has no contractual relationship or authority to direct others in regards to scheduling and is totally dependent on the coordination of occupants and facility staff.
  - ii. Campos scheduled start dates and resulting finish dates are dependent on all other trades completing their work as indicated in the project schedule. Once equipment systems are installed, started, and commissioned as functional, Campos shall bear the responsibility of meeting the time allocated for the Test and Balance work effort.

- iii. Campos shall staff the project as necessary to meet the agreed upon construction work dates. However, Campos has no responsibility to meet the project scheduled work dates if the building becomes unavailable due to occupancy coordination.
- f. Campos shall test, adjust, and balance the heating, ventilating, and air conditioning systems in accordance with NEBB Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
- g. Campos shall perform Temperature Control Verification (TCV) in conjunction with systems balancing of the new HVAC systems. This includes verification of calibration of sensors and controlling of dampers / devices to achieve the desired temperature setpoints of the HVAC systems.
- h. Observed deficiencies during TAB procedures shall be documented in the form of a corrective action report (CAR) and reported to the responsible contractor and project manager.
- i. The responsible contractor shall be given the opportunity to correct the deficiency within a 1-day period; otherwise, Campos shall report the deficiency to the project team in our weekly status report.
- j. Upon written notification that all deficiencies have been corrected, Campos shall retest each piece of equipment listed.
- k. If items previously reported to Campos as being corrected are found to be uncorrected, Campos shall list each deficiency in the final test and balance report.
- l. Campos shall provide additional clarification of punch list items when requested. Reduced drawings indicating Campos' identification numbers and locations shall be provided with each deficiency list and in the final report.
- m. Upon completion of the field testing, adjusting, and balancing, Campos shall submit a certified, bound, typewritten report. The final report shall be signed and sealed by the NEBB certified professional for approval by the Owner and consulting MEP Engineer. The report shall include an executive summary, test report data, instrument calibration report, and reduced copies of the mechanical construction drawings of the HVAC layout.
- n. Campos shall provide one (1) post-construction site visit within ninety (90) days after completion of TAB services to observe corrected deficiency items that were noted in the final test and balance report and to verify balanced conditions are being maintained. Prior to each site visit, the TAB firm will require written notice of the completion of the deficiency items noted in the summary of the final test and balance report.
- o. Campos shall provide one (1) site visit in the opposite season after completion of the testing, adjusting, and balancing to verify balanced conditions are being maintained, to recheck remaining punch items listed in the summary of the final testing, adjusting, and balancing report. Campos shall submit an updated Corrective Action Report and a memorandum detailing observations and recorded measurements during each site visit.
- p. Campos shall provide up to two (2) 8-hour work days of commissioning assistance.

**2.**  
**TERM**

This contract commences January 31, 2023 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 thirty-three thousand and six hundred dollars (\$33,600.00) and shall not exceed this amount without prior authorization from the County.

HVAC Test, Adjust, and Balance	<u>\$33,600</u>
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TOTAL NOT TO EXCEED AMOUNT	\$33,600
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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 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 C 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. 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.

## **11. 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:**

Drew Herren  
Campos Engineering, Inc.  
1331 River Bend Drive  
Dallas, TX 75247

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Tarrant County.

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

**TARRANT COUNTY  
STATE OF TEXAS**

**CAMPOS ENGINEERING, INC.  
PROVIDER**

By: \_\_\_\_\_  
Tim O'Hare  
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 \$\_\_\_\_\_:*

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Auditor's Office

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.**

Campos Engineering, Inc.  
Dallas, TX United States

**Certificate Number:**  
2023-972895

**Date Filed:**  
01/17/2023

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County

**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.**

350 W Belknap 3rd & 4th Floor  
Testing, Adjusting, and Balancing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Campos, Joseph	Dallas, TX United States	X	
	Casagrande, Tony	Dallas, TX United States	X	
	McVey, Wesley	Dallas, TX United States	X	

**5 Check only if there is NO Interested Party.**

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### 6 UNSWORN DECLARATION

My name is TONY CASAGRANDE, and my date of birth is 07/19/1977.

My address is 1331 RIVER BEND DRIVE, DALLAS, TX, 75247, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 17th day of Jan, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)