

STATE OF TEXAS §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Air Balancing Company, 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 Renovation of the 3rd Floor Finish-out Project for Plaza Building, 200 Taylor Street, 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 January 9, 2023 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 Project Management Rep
 - a. Initial Project Coordination
 - b. Design Review
 - c. Bidding Services
- 1.2 Project Inspector
 - a. Construction Administration Assist
 - b. Installation Oversight
- 1.3 Testing, Balancing and Commissioning

**2.
TERM**

This contract commences February 21, 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 twenty thousand and five hundred and ninety-five dollars (\$20,595.00) and shall not exceed this amount without prior authorization from the County.

HVAC Test, Adjust and Balance	<u>\$20,595</u>
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TOTAL NOT TO EXCEED AMOUNT	\$20,595
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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:

Bret Privitt
Air Balancing Company, Inc.
4607 Forest Hill Circle
Fort Worth, TX 76140

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

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

**AIRBALANCING COMPANY, 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 \$ _____:

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.

Air Balancing Company. Inc.
Fort Worth, TX United States

Certificate Number:
2023-973048

Date Filed:
01/18/2023

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.

RFQ NO. 2022-198
HVAC Test, Adjust, Balance, and Professional Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



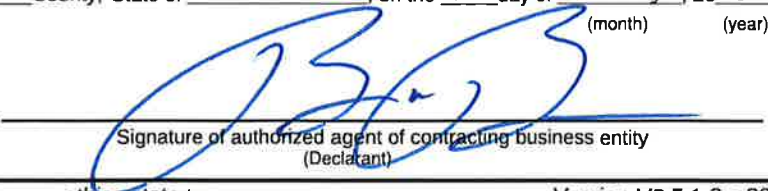
6 UNSWORN DECLARATION

My name is Bear W. Busby, and my date of birth is 7/31/1984.

My address is 4607 Forest Hill Circle, Fort Worth, TX, 76140, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 18th day of January, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)