

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. (ABC), hereinafter referred to as PROVIDER, for the purpose of providing project inspector, calibration, control sequencing and commissioning 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 will provide design, bidding and construction administration services for the replacement of Air Handling Unit's (AHU's) at the Tarrant County Administration Building located at 100 East Weatherford St., Fort Worth, Texas as defined by County and mutually agreed to by PROVIDER. The Air Balancing Company Inc. Project Proposal dated March 22, 2023, from PROVIDER is shown in Exhibit 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 Project Inspector:
 - a. Construction Administration Assistance.
 - b. Installation oversight
- 1.2 Testing, Balancing, and Commissioning

**2.
TERM**

This contract will begin April 18, 2023 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>Administration Building</u>	
Principal TBE, CxA	\$13,500.00
Engineer CxA	\$16,800.00
Certified TAB Tech	\$74,880.00
TAB Technician	\$71,040.00
Assistant Technician	<u>\$34,560.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$210,780.00

- 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. There are no reimbursable travel expenses 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.
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.

9.
COMPLIANCE WITH LAWS.

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

10.
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 B is a full and true copy of said filed form.

11.
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.

12.
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:

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

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

Commissioners Court Order No. _____.

**TARRANT COUNT
STATE OF TEXAS**

Tim O' Hare
County Judge

PROVIDER:

Air Balancing Company, Inc.

Authorized Signature

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*By law, the Criminal 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