

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Elements of Architecture, Inc., hereinafter referred to as PROVIDER, for the purpose of providing professional architectural and engineering 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 architectural and engineering services (the “Services”) for the 2nd Court of Appeals Build-Out on the 6th Floor of the Tom Vandergriff Civil Courts Building, 100 North Calhoun Street, Fort Worth, Texas (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 architectural and engineering dated September 11, 2023 from PROVIDER, shown in Exhibit “A”, forms the contract between the parties.

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 Programming Phase

- a. Project kickoff with the team upon notice to proceed.
- b. Set up programming meetings with the users and stakeholders, develop programming documents from information in the form of a spreadsheet.
- c. Review existing conditions at the Justice Center and discussion on conditions and what could be improved.
- d. Develop programming deliverable to include spreadsheets and document to illustrate findings.

1.2 Schematic Design Phase

- a. From approval of the Programming Phase, develop a layout illustrating proposed configuration.
- b. Develop high level design concepts for common areas and Justice’s spaces as required to communicate design intentions.
- c. Meeting with client and users to review layouts and update as required.
- d. Develop an opinion of probable construction costs at this phase of the project.

1.3 Design Development Phase

- a. Develop design of courtroom bench and share with client for development of mock bench to be built by Tarrant County Facilities Management. Location of bench mockup to be determined and to remain in place until the duration of construction.
- b. Further develop design of common areas and Justice’s offices and spaces and illustrate concepts as well as material finish selections, FF&E concepts and other critical interior design elements.
- c. Develop documents to a design development level for a 50% DD Phase submittal. This deliverable will include an update to the opinion of probable construction cost.
- d. From comments on the submittal, update and develop set to a final DD package.
- e. Upon submittal of documents, meet with users and stakeholders to review documents.
- f. From comments at the 50% DD submittal, update documents and provide a 100% design development submittal. We have assumed signoff of the deliverable before proceeding to the next phase. Address any questions that arise from the submittal and include within the next

phase of effort. We have not included an update to the opinion of probable costs unless there is a design change that will effect costs.

1.4 Construction Documents Phase

- a. Upon approval of the previous phase, prepare construction documents including drawings and specifications.
- b. At 50% complete of the CD phase, submit for review updated drawings, preliminary specifications, project schedule and Opinion of Probable Construction Costs.
- c. We have assumed a meeting at this milestone with The County.
- d. At 95% complete of the CD phase, submit for review updated drawings, preliminary specifications, project schedule and Opinion of Probable Construction Costs.
- e. We have assumed a meeting at this milestone with The County.
- f. At 100% complete of the CD phase, submit for review updated drawings, preliminary specifications, project schedule and Opinion of Probable Construction Costs. These documents will be used for Permitting and Construction.
- g. Submit documents for TAS review and respond to any comments as a result of this review.
- h. Submit documents for building permit application and respond to any comments as a result of this review.
- i. Submit FF&E package separately for bidding and execution of work.

1.5 Bidding Phase

- a. We have included execution of two bidding phase once for the general construction work and the other for the Furniture and equipment. We understand that these will occur separately for each with services the same for each as listed within this phase. We have included 4 deliverables for within this phase of Pre-Bid, Q&A, Scope Review and a Pre-Con meeting as noted in the CA Phase.
- b. Attend a pre-bid for each package (FF&E and general construction)
- c. Provide addendums as necessary during the bidding phase for clarifications to the documents.
- d. Review of bids with the County as requested. We have assumed review of references for maximum of three bidders per package.

1.6 Construction Administration Phase

- a. Pre-construction meeting as the project begins for both the general construction and a meeting for FF&E.
- b. Respond to any RFI's for clarification to the documents.
- c. Review any change orders during this phase with a change in scope also being an additional service to the design team.
- d. Review of submittals as defined in the construction documents. We have assumed a maximum of 2 reviews per submittal with excess of this to be an additional service.
- e. Review of all Pay Applications during the course of the project.
- f. Weekly OAC meetings. We have assumed construction duration to be 12 months for the purpose of determining the number of OAC meetings provided within this proposal.
- g. Review of closeout documents from the contractor.
- h. Provide record drawings based on any modifications made in the field as provided to us in the form of markups.

1.7 Furniture Services

- a. Note that, the FF&E fee listed below includes services and design for the FF&E package and encompasses all phases of design, bidding and construction phases.

2. TERM

This contract commences October 3, 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 nine hundred thousand dollars (\$900,000.00) and shall not exceed this amount without prior authorization from the County.

Programming Phase	\$ 30,000
Schematic Phase	\$ 63,000
Design Development Phase	\$237,350
Construction Documents Phase	\$301,400
Bidding Phase	\$ 28,050
Construction Administration Phase	\$202,200
Furniture Services	\$ 33,000
Reimbursable Expenses	<u>\$ 5,000</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$900,000

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 PROVIDER’S invoice may include reimbursable expenses such as printing, postage, out of County travel, etc. related to the Project. Reimbursable expenses will not exceed \$5,000. Expenses will be invoiced at Actual cost. Supporting receipt documentation must be submitted. All unused allowances will be returned to Tarrant County.

3.6 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 "B" 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:

12 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.

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

PROVIDER:
Debbie Fulwiler
Elements of Architecture, Inc.
1201 6th Avenue, Suite 100
Fort Worth, Texas 76104


APPROVED on this day the _____ day of _____, 2023, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

**ELEMENTS OF ARCHITECTURE,
INC.
PROVIDER**

Tim O'Hare
County Judge



Authorized Signature
Debbie Fulwiler, President

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



Revised September 11, 2023

Mr. Frank Lopez
Tarrant County - Facilities Management
100 West Weatherford
Fort Worth, Texas 76102

Re: Proposal for A/E Services

Dear Mr. Lopez;

Elements is pleased to provide to you this proposal for A/E Services associated with the renovations to 28,000 square feet of shell space within the existing Tom Vandergriff Civil Courts Building 6th Floor to house the 2nd Court Of Appeals that will be moving from the Tim Curry Criminal Justice Center. We have included architectural, MEP engineering, and low-voltage/security within the services provided within this proposal. We have defined this project as below:

PROJECT DETAILS

The summary of the project is as follows:

Renovation of the existing 6th floor at the Tom Vandergriff Civil Courts Building in downtown Fort Worth. In addition to this secure area, we will provide for new building common restrooms that align with the floors below for layout and design. Our services will be from programming through construction as identified below. We understand that this project will be competitively bid for delivery of construction.

Our Project Team Proposed:

Elements for Architectural Services and Management of the project. BHB for the MEP Engineering and WJHW for acoustics, AV, security and structured cabling system. Each consultant's proposal is attached and fee included within our proposal.

SCOPE OF SERVICES

Disciplines included and anticipated for this project include the following (note that we are excluding civil and structural from our proposal as we do not believe they will be required):

- Architectural Design
- Mechanical, Electrical, Plumbing and Fire Protection Engineering
- Low-Voltage/AV design
- Security and Acoustics
- Full FF&E Package

Programming Phase

1. Project kickoff with the team upon notice to proceed.
2. Set up programming meetings with the users and stakeholders, develop programming documents from information in the form of a spreadsheet.
3. Review existing conditions at the Justice Center and discussion on conditions and what could be improved.
4. Develop programming deliverable to include spreadsheets and document to illustrate findings.

Schematic Design Phase

1. From approval of the Programming Phase, develop a layout illustrating proposed configuration.
2. Develop high level design concepts for common areas and Justice's spaces as required to communicate design intentions.

3. Meeting with client and users to review layouts and update as required.
4. Develop an opinion of probable construction costs at this phase of the project.

Design Development Phase

1. Develop design of courtroom bench and share with client for development of mock bench to be built by Tarrant County Workshop. Location of bench mockup to be determined and to remain in place until the duration of construction.
2. Further develop design of common areas and Justice's offices and spaces and illustrate concepts as well as material finish selections, FF&E concepts and other critical interior design elements.
3. Develop documents to a design development level for a 50% DD Phase submittal. This deliverable will include an update to the opinion of probable construction cost.
4. From comments on the submittal, update and develop set to a final DD package.
5. Upon submittal of documents, meet with users and stakeholders to review documents.
6. From comments at the 50% DD submittal, update documents and provide a 100% design development submittal. We have assumed signoff of the deliverable before proceeding to the next phase. Address any questions that arise from the submittal and include within the next phase of effort. We have not included an update to the opinion of probable costs unless there is a design change that will effect costs.

Construction Documents Phase

1. Upon approval of the previous phase, prepare construction documents including drawings and specifications.
2. At 50% complete of the CD phase, submit for review updated drawings, preliminary specifications, project schedule and Opinion of Probable Construction Costs.
3. We have assumed a meeting at this milestone with The County.
4. At 95% complete of the CD phase, submit for review updated drawings, preliminary specifications, project schedule and Opinion of Probable Construction Costs.
5. We have assumed a meeting at this milestone with The County.
6. At 100% complete of the CD phase, submit for review updated drawings, preliminary specifications, project schedule and Opinion of Probable Construction Costs. These documents will be used for Permitting and Construction.
7. Submit documents for TAS review and respond to any comments as a result of this review.
8. Submit documents for building permit application and respond to any comments as a result of this review.
9. Submit FF&E package separately for bidding and execution of work.

Bidding Phase

1. We have included execution of two bidding phase once for the general construction work and the other for the Furniture and equipment. We understand that these will occur separately for each with services the same for each as listed within this phase. We have included 4 deliverables for within this phase of Pre-Bid, Q&A, Scope Review and a Pre-Con meeting as noted in the CA Phase.
2. Attend a pre-bid for each package (FF&E and general construction)
3. Provide addendums as necessary during the bidding phase for clarifications to the documents.
4. Review of bids with the County as requested. We have assumed review of references for maximum of three bidders per package.

Construction Administration Phase

1. Pre-construction meeting as the project begins for both the general construction and a meeting for FF&E.
2. Respond to any RFI's for clarification to the documents.
3. Review any change orders during this phase with a change in scope also being an additional service to the design team.
4. Review of submittals as defined in the construction documents. We have assumed a maximum of 2 reviews per submittal with excess of this to be an additional service.
5. Review of all Pay Applications during the course of the project.
6. Weekly OAC meetings. We have assumed construction duration to be 12 months for the purpose of determining the number of OAC meetings provided within this proposal.
7. Review of closeout documents from the contractor.

8. Provide record drawings based on any modifications made in the field as provided to us in the form of markups.

PROPOSED FEE

LABOR

We propose to provide our services for labor as identified in this proposal except for the FF&E as listed below:

Programming Phase	\$ 30,000
Schematic Phase	\$ 63,000
Design Development Phase	\$237,350
Construction Documents Phase	\$301,400
Bidding Phase	\$ 28,050
Construction Administration Phase	\$202,200
Reimbursable Expenses	<u>\$ 5,000</u>

Project Fee (excluding FF&E)	\$867,000
FF&E Fee *	<u>\$ 33,000</u>

Project Total All Services	\$900,000
-----------------------------------	------------------

* Note that, the FF&E fee listed above includes services and design for the FF&E package and encompasses all phases of design, bidding and construction phases.

ADDITIONAL FEES AND EXPENSES

The following are considered additional services:

1. Services in addition to those specifically outlined in this proposal will be considered additional services.
2. We have not included Civil Engineering/Landscape Architecture or Structural Engineering as we do not believe these services are needed.
3. A change order to the contractor will initiate an additional service to the design team.
4. Reimbursable expenses include TDLR and permitting fees.
5. We have assumed no work outside of our area of this project is included within our scope for modification for building, life safety or ADA compliance.
6. The duration anticipated for this project is 8 months for design and 12 months for construction. If schedules increase, this will impact our services and could initiate an additional service to the design team.

HOURLY RATE SCHEDULE

See attached for our hourly rate schedule.

PROJECT SCHEDULE

We anticipate the Phases of this project to be dependent on owner reviews at critical milestones. We will provide a detailed schedule for all phases and milestones at the beginning of the project.

If you have any questions regarding this proposal or need to discuss, please call me. Thank you for this opportunity to provide our services and we look forward to working with you on this project.

Sincerely,



Debbie Fulwiler, AIA
President

Attachments: Hourly Rate Schedule
 BHB Proposal
 WHJH Proposal



ATTACHMENT "A"
HOURLY RATE SCHEDULE
January 2023

CLASSIFICATION	BILLING RATE
Officer in Charge/Principal	\$230.00
Senior Project Manager	\$210.00
Project Manager	\$185.00
Architect I	\$180.00
Architect II	\$170.00
Architect III	\$165.00
Specifications Writer	\$200.00
Designer I	\$160.00
Designer II	\$150.00
Intern I	\$135.00
Intern II	\$125.00
Administrative Support	\$110.00

Rates are effective through December 2023

August 3, 2023
August 28, 2023 – Rev. 1

Mrs. Debbie Fulwiler, AIA
Elements of Architecture, Inc.
1201 6th Avenue, Suite 100
Fort Worth, TX 76014

**RE: TARRANT COUNTY 2ND COURT OF APPEALS 6TH FLOOR CIVIL COURTS BUILDING EXPANSION
MEP DESIGN ENGINEERING SERVICES**

Dear Debbie,

We appreciate the opportunity to offer our proposal to provide the mechanical and electrical design for the referenced project as described in your email dated July 25, 2023. The project consists of providing the design for HVAC, plumbing, fire protection, lighting, and power for finishing out the level 6 shell space at the Civil Courts building (approximately 28,380 square feet).

Our fee proposal makes the following assumptions:

- We understand that the entire project will be designed at one time. The phasing of the design will be as delineated in the architectural proposal for schematic design, design development, construction documents and bidding/construction administration. We understand the construction may be phased but our construction documents will not be phased in our works.
- Lighting design will be done by others in areas that are not standard offices, corridors, restrooms, storage rooms and the like.
- We understand that this project will not be LEED certified.
- Our scope does not include sound system design, audio/visual system design, security system wiring, telephone system wiring design, nor data system wiring design. Rough-in conduits will be designed as defined by the Owner and WJHW.
- Our scope will include energy calculations and certification for the mechanical and electrical systems but will not include the building envelope.
- Our proposal assumes the building will not require any upgrades to the existing emergency generator but will include connecting selected loads to the emergency distribution system.
- Included as part of our base proposal are two coordination meetings per discipline during the design of the project. We anticipate three design review meetings with the Owner and/or Design Team as a part of our base fee.
- We cannot be responsible for equipment delivery that affects construction schedules.
- Our fee proposal is based upon producing the Contract Documents using AutoCAD/Revit.
- It is our understanding that our MEP engineering design will include providing new services within the renovated area only though primarily consisting of connecting to existing systems. Any re-design or upgrade of existing building mechanical or electrical utility distribution systems, including negotiation of relocation of existing utilities with utility company, is not

included. If required, any upgrade of existing distributions systems located outside renovation or expansion area will be considered Additional Services as outlined below.

- Construction Administration:
 - Review and response to contractor’s request for information (RFIs) during bidding and construction.
 - Review of submittals and determine compliance of shop drawings for the items required by the construction documents related to the MEP design requirements.
 - Maximum of two submittal reviews per specification division section. The assumption is that a single manufacturer will be reviewed. Additional submissions and reviews (either beyond two or with varying manufacturers) will be additional services.
 - 10 business days to review each submittal. Expedited reviews will be performed as additional services.
 - Three site visits per discipline during construction for the purpose of reviewing work completed.
 - A written field report of our observations shall be submitted for each visit.
 - If additional trips are required, it will be considered additional services and billed at the hourly rates identified in the general conditions.
 - We assume that one engineer from BHB will be present at six OAC meetings during construction.
- The following items are not included in our basic services:
 - Energy Modeling, i.e. for IECC or ASHRAE compliance.
 - Commissioning of the mechanical or electrical Systems.

We propose to provide the mechanical and electrical engineering design for the referenced project in sufficient detail to receive construction bids from subcontractors and in sufficient detail to install the systems in accordance with applicable codes. Deliverables will include original drawings (CADD Plots) and specifications prepared for binding separately. Drawings will be sealed by a Registered/Licensed Professional Engineer.

The design will be in accordance with criteria and guidance received from the Owner via communication from you. Criteria will also include the following:

1. One copy of Owner-approved floor plans in AutoCAD format.
2. One copy of reflected ceiling plans which will include lighting fixture locations.
3. One copy of the power layouts with all duplex receptacles, power, telephone, security, computer, and other communication devices located on the plan in accordance with the Owner’s criteria.
4. Utility rough-in and connection requirements and locations of all equipment furnished under other divisions of the specifications or equipment furnished by another contract.

In consideration for the scope described above we propose the following stipulated sum fees:

SD Phase MEP Engineering	\$15,500
DD Phase MEP Engineering	\$44,000
CD Phase MEP Engineering	\$55,000
Bidding/Negotiation	\$3,000
Construction Administration	<u>\$29,000</u>
Total	\$146,500

Invoices will be forwarded to your office based upon the percentage of design completed during each billing period and will be due upon receipt of each invoice. Stipulated sum includes cost of long-distance telephone calls, telephone faxes and mailing costs. Stipulated sum includes travel expenses for travel to the project site, but does not include reproduction expenses, other than single copy originals for final drawings. Travel expenses, plotting and reproduction expenses, other than those identified above will not be incurred without your prior approval, at which point these expenses will be payable under the same conditions as the stipulated sum.

Compensation to BHB for the basic services shall be as described in the agreement. If BHB sees the Scope of Services Changing so that additional services are needed, BHB will notify the client for approval before proceeding. Additional Services shall be computed based on the BHB hourly rate schedule as shown below:

Engineering:

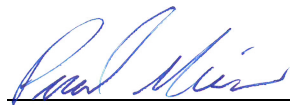
Engineering & Management – Principal/VP	\$ 285.00 /hr.
Project Management	\$ 190.00 /hr.
Engineering – Senior PE	\$ 190.00 /hr.
Engineering Services – PE	\$ 135.00 /hr.
Engineering Services – EIT	\$ 100.00 /hr.
Design Services – Senior Designer	\$ 135.00 /hr.
Design Services – Designer	\$ 100.00 /hr.
CAD / Drafting Services	\$ 70.00 /hr.
Clerical Services	\$ 65.00 /hr.

If you agree with the terms of this proposal, please indicate your approval by signing below and returning to our office.

We will consider receipt of this signed agreement as our notice to proceed. Thank you for the opportunity to work with you on this project.

Sincerely,

BAIRD, HAMPTON & BROWN, INC.



Paul Morris, P.E.

Associate | Electrical Engineer

ELEMENTS OF ARCHITECTURE

Signature

Name

Date



WRIGHTSON | JOHNSON | HADDON | WILLIAMS

Designers and Planners for Sound, Video, Multi-Media
Telecommunications, Broadcast, Theatre & Acoustics

Dallas • San Antonio • Denver

July 28, 2023

Debbie Fulwiler
Elements of Architecture
1201 6th Ave., Suite 100
Fort Worth, TX 76104

VIA EMAIL: dfulwiler@elementsofarc.com

Subject: **Tarrant County 2nd Court of Appeals
Proposal for Specialty Design and Consulting Services**

Dear Debbie:

Thank you for requesting this proposal for specialty systems design and consulting services. Wrightson, Johnson, Haddon and Williams, Inc. is pleased to have the opportunity to work with you on this project. This proposal represents our current understanding of the project. If you feel we have misunderstood the requirements or scope of work, we would be pleased to revise this proposal upon request.

Our proposal includes specialty design and consulting services for the Tarrant County 2nd Court of Appeals as described below. These services are hereinafter known as the "Base Services." It is prepared and offered by Wrightson, Johnson, Haddon & Williams, Inc. hereinafter known as "WJHW", to Elements of Architecture, hereinafter known as "Architect". Our proposal is intended to form the basis of an agreement between Architect and WJHW for the services and fees as described.

PROJECT UNDERSTANDING

We understand the project to include the relocation of the 2nd Court of Appeals to an existing shell space at the top level of the of the Tom Vandergriff building. WJHW's scope will be limited to acoustics, audio visual systems, security systems and structured cabling systems.

SCOPE OF EFFORTS

DESIGN DEVELOPMENT PHASE (DD)

As part of this phase of work, we will:

- Meet with Owner and Architect to develop an understanding of the design requirements which are unique to this project.
- Assist the Architectural team in developing the essential functional and infrastructure requirements for the facility.
- Provide drawings showing the location of major equipment items.
- Provide outline specifications, as appropriate or directed.
- Develop an estimate of probable cost, which may be prepared in conjunction with Architect's 3rd party cost estimating consultant.
- Acoustical and noise control analysis, review and recommendations will be performed in conjunction with Architect and the MEP engineer for inclusion in their DD documents.
- DD level documentation for electronic systems layouts and performance level specifications sufficient to indicate design intent and scope for preliminary cost estimates by competent contractors.

CONSTRUCTION DOCUMENT PHASE (CD)

As part of this phase of work, WJHW will:

- Proceed with determining the building requirements to implement the technical systems.

- Acoustical and noise control analysis, review and recommendations will be performed in conjunction with Architect and the MEP engineer for inclusion in their CD documents.
- Provide input to the design team on initial power and heat load requirements, typical device locations on floor and ceiling plans, preliminary layouts in equipment rooms and conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- Coordinate the architectural, structural, and MEP infrastructure requirements for the technical systems with the appropriate Design Team members.
- Work to develop final construction documents for each of the systems for which we have been given responsibility.

BID REVIEW

WJHW will:

- Respond to bid questions, RFI's, etc.
- Review bids/proposals received for our design scope and provide an analysis based on compliance with the bid documents, contractor qualifications and value.

CONSTRUCTION ADMINISTRATION

Construction Administration begins with review of submittals. WJHW will:

- Assist in the review of substitutions, proposed changes, change orders, contractor's schedules and reports regarding work related to the systems for which we are responsible.
- For acoustics, submittals and RFI's will not be approved or disapproved, rather a description of those items requiring action or a recommendation regarding technical qualification or action from an acoustical perspective will be provided.
- Perform limited interim CA site visits and issue written field reports upon completion.
- Within five (5) business days, respond to RFI's as it relates to the systems for which we are responsible.
- Within ten (10) business days, perform submittal review and approval of the successful contractor(s) one time for each discipline for which we are responsible.
- Participate in Substantial Completion and Final Completion inspections, including supplementing contractor's punch-lists.

SCOPE OF SERVICES BY DISCIPLINE

ARCHITECTURAL ACOUSTICS

- Work with Owner and Design Team to set acoustical criteria based on user needs and expectations for room acoustics, speech intelligibility, and other noise control requirements.
- Review acoustical surface treatments designed for quiet areas and other areas where speech intelligibility is important.
- Calculate reverberation times (RT) in acoustically sensitive areas.
- Provide recommendations for acoustical treatments and/or room shaping to meet standards established for the project.
- Provide a report outlining our findings including recommendations, product sheets, and sketch details for incorporation into construction documents.

ARCHITECTURAL NOISE CONTROL (SOUND ISOLATION)

- Identify with Owner and Design Team the sensitive areas where good sound isolation is required.
- Set Sound Transmission Class (STC) criteria for sound transmission in and out of the spaces, horizontally and vertically, as appropriate.
- Review the adjacent spaces for which potential sound isolation conflicts might occur and make architectural recommendations to help control the transfer of objectionable sound between these areas.
- Provide recommendations for the design, specification and construction of partitions, doors, windows, and other sound isolating elements to meet the expectations of noise control within the spaces identified in the Scope of Services.

MECHANICAL SYSTEM NOISE CONTROL

- Assign HVAC noise criterion (NC) values to the indoor, noise sensitive spaces to meet Owner expectations and industry standards for acceptable background noise levels from mechanical equipment, for use by the Mechanical Engineer in their design efforts
- Review the HVAC design prepared by the Mechanical Engineer to determine if the calculated noise levels meet appropriate HVAC noise criteria.
- Should any noise mitigation revisions to the design be warranted, we will work with the Mechanical Engineer and provide recommendations to reduce mechanical system noise to the desired level
- Provide a report outlining our findings including recommendations, product sheets, and sketch details for incorporation into construction documents.
- Our vibration control recommendations will be for mechanical and electrical equipment. Excluded from this proposal are any efforts on vibration analysis on the fundamental building structure, vibration due to occupancy activities, external sources (i.e.; transportation), nor will we review the expected fundamental structural response to vibration in regards to appropriateness for various forms of occupancy or other uses. Our proposed scope of work anticipates this analysis will be performed by the Structural Engineer or other consultant.

ACOUSTICAL DELIVERABLES AND CONSTRUCTION ADMINISTRATION

WJHW will provide verbal and written recommendations, as appropriate, with detail drawings in sketch form and manufacturer's cut sheets for use by the design team in developing working drawings. WJHW will review documents prepared by others at major milestones throughout the project to ensure the acoustical recommendations are included and meet design intent. A written report will be provided at these design review milestones indicating areas requiring additional attention as well as updates for products, details, and other items needed to complete construction documents.

We will review and comment on submittals and shop drawings shared with WJHW. Our comments will address the technical aspects regarding the acoustical design or suitability of a product or construction technique to meet the intent of the design. WJHW does not specifically approve submittals or construction techniques, but rather provides comments and recommendations to the Architect and engineers for their use.

We will visit the building following the completion of construction to observe the construction details associated with our scope of work. We will advise the Architect, in writing, of our observations and if corrective measures are needed or recommended. Information will be provided in written format with pictures, sketches, or other details needed to convey to appropriate information.

AV SYSTEMS

- Design AV systems as part of the project.
- Provide conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- Provide functional one-line drawings for the technical systems showing interconnection of equipment.
- Coordinate locations of controls for the systems with Owner and appropriate members of the design team, depending on available space and user requirements.
- Provide infrastructure, power and HVAC requirements for each of the systems listed in this section.
- Work with Owner and Architect for the integration of the required system components into the architectural design and coordinate them with the interior design.
- Prepare construction documents defining the equipment and installation techniques to be employed in the installation of the AV systems, which will be integrated into the general construction bid package.

STRUCTURED CABLING SYSTEM

- Design a structured cable (Tel/Data) that will extend from the existing MDF to serve the renovated and new additions.
- Locate and layout the Intermediate Distribution Frame (IDF) room(s) distributed throughout the addition.
- Utilizing Owner markups indicating drop locations for data, voice and security related components, document the quantity, type and location of drops throughout the renovated facility.
- Locate and identify wireless access drop locations throughout the facility based on Owner provided layout and density ratio for all spaces.
- Locate and identify drops for the video surveillance and access control systems per Owner provided locations.
- Develop and design package consisting of design drawings and technical specifications for issuance as part of a bid package.

EXCLUSION: This work does not include design and specification of networking electronics, i.e., switches, routers, hubs, access points, etc. or for telephone or computer hardware.

INTRUSION, CARD ACCESS & VIDEO SURVEILLANCE SYSTEMS

- Prepare systems designs for the video surveillance, Intrusion and access control systems
- Design these systems based on the input and direction from the development team, project operations and Owner's security consultants/staff, and past project experience.
- It is understood that the systems put in place will be an extension of the currently utilized standard by Owner.

EXCLUSION: This work does not include "security consulting" which is normally taken to include review of criminal activity in the project vicinity, security staffing studies, recommendations as to other policing functions, and threat assessment studies, etc.

VIDEO SURVEILLANCE SYSTEM/MOTION DETECTORS

- Meet with all appropriate parties to review the video surveillance requirements of the project.
- Utilize this program to develop the systems designs to meet the goals and requirements of the program.
- Includes the design of the exterior camera surveillance and Interior camera surveillance (at designated sensitive points).
- Identification, location and interconnection of cameras throughout the facility.
- Design a complete system that will allow for monitoring of the cameras and recording of the images.

ACCESS CONTROL AND INTRUSION SYSTEMS DESIGN

- Meet with Owner security and operations staff or the development team's representatives to determine their security goals and assess their security program.
- Develop an access control system based on the outcome of Owner's goals and approved program.
- Includes the design of: Motion detectors, Beam detection and similar intrusion system devices.
- Develop systems to monitor and control the facility, coordinated with the architectural design elements.
- Design a complete system that will allow for monitoring of the cameras and recording of the images.

SCHEDULE

WJHW has the staff and technical resources available to provide consulting and design services within the current project schedule.

DESIGN AND CONSULTING FEES

We propose to perform the design efforts described in this proposal for the fixed fee shown below. This fee indicates a level of professional service which is consistent with our past work on similarly sized facilities.

WJHW's fees assume that all services shall be accepted as part of this proposal. WJHW reserves the right to renegotiate our fee estimates should the project's final program, design direction and scope differ from what is outlined within this proposal.

DISCIPLINES	DD	CD	BN	CA	TOTAL
Acoustics, AV, Structured Cabling, Security	\$28,350	\$32,400	\$4,050	\$16,200	\$81,000
TOTAL					\$81,000

PROJECT TRIPS

WJHW does not limit design team meetings at Architect's office; however, we anticipate participating in video or phone conferences for most coordination meetings associated with the project as we do not foresee our in-person attendance will be required at all meetings. We request that we only be asked to participate in person at those meeting when our scope of efforts is being discussed or our technical expertise is required.

EXCLUSIONS

Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

The following services are not a part of our basic services but can be addressed in an addendum to this proposal if deemed necessary:

- Any design/redesign of systems that may become necessary to accommodate changes in the approved program after release of the CD documents.
- Attendance at regularly scheduled, i.e., weekly design or construction meetings beyond the aforementioned trip limits.
- Staggered commissioning of any of the technical systems.
- Preparation/incorporation of contractor redlines into as-built drawings

BIM DOCUMENTATION

WJHW has the capability of preparing our documents in Revit for the design development and construction document phases as directed. If utilizing Revit, models will be produced up to a Level of Development (LOD) of 300 during the construction document phase. Elements and details not modeled under an LOD of 300 will be conveyed through 2D drawings. Additionally, conduits will not be modeled; rather conduit quantity and size requirements will be annotated throughout the drawing set.

OTHER PROJECT PROVISIONS

STANDARD OF CARE

WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

PROFESSIONAL SEAL

Contract documents produced by WJHW shall carry WJHW's architect's, engineer's (PE) and/or designer's (RCDD) seal, where appropriate.

As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.

Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.

All efforts associated with seismic restraint of loudspeakers, scoreboards, equipment racks, and other equipment will be specified by WJHW to be performed by the installer's registered professionals as required for Code approval and Certificate of Occupancy. WJHW will provide to the appropriate entity information describing the weights of the various products which WJHW specifies.

RE-DESIGN

WJHW will perform programming, analysis and design work one time. If we are requested to provide re-design or value engineering changes, after our design is issued for bid and/or incorporated, due to something beyond our control (change in overall project budget, changes based on Owner's request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

VALUE ENGINEERING:

If "value engineering" (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW's recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If Architect or Owner requires the incorporation of changes to the project documents to which WJHW has objected, Architect and Owner agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney's fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by Architect or Owner.

LIMITATIONS OF CONSTRUCTION RESPONSIBILITIES:

WJHW shall not have control over, or charge of, and shall not be responsible for, construction, means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

INSURANCE:

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond those which are carried by WJHW and the cost of adding additional insureds to our policy as directed by Architect or Owner will be invoiced as a reimbursable expense.

INDEMNIFICATION:

WJHW and Architect agree to indemnify and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent caused by the negligent acts, errors, or omissions of the other, or anyone for whose acts either of them may be legally liable.

INVOICING AND PAYMENTS:

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment is due in full, without retainage within thirty (30) days.

ENTIRE AGREEMENT:

This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

TERMINATION:

This Agreement may be terminated by either party upon no less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement.

This proposal is valid for a period of thirty (30) days from original proposal date. We expect our design/project efforts to be completed within 12 months from the acceptance of this proposal. WJHW reserves the right to renegotiate our fees if required should the project timeline exceed the aforementioned schedule.

These fees are based on our best assessment of the needs of the project. If our understanding of the scope requires modification, please let us know; we will work with you on a changed scope of services and fee structure.

Thank you for the opportunity to be of service. Please let me know if you have any questions or need further information.

Debbie Fulwiler
WJHW Proposal - Tarrant County 2nd Court of Appeals
July 28, 2023
Page 8 of 8

Best Regards,
WRIGHTSON, JOHNSON, HADDON & WILLIAMS,
INC.



René Garza
President

ACCEPTED:

By

Title

Date

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**

Certificate Number:
2023-1071523

Date Filed:
09/13/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elements of Architecture, Inc.
Fort Worth, TX United States

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

Tarrant County, Texas

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. 2022-098
Professional Architectural and Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fulwiler, Debbie	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐


6 UNSWORN DECLARATION

My name is Debbie Fulwiler, and my date of birth is 01/23/1964.

My address is 1201 6th Avenue Suite 100, Fort Worth, TX, 76104, 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 13th day of September 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)