

5. Approval of a Professional Services Contract with Baird, Hampton & Brown for Engineering Services for the Tim Curry Criminal Justice Center Domestic Water Pump Replacement Project



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 9

DATE: 01/09/2024

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH BAIRD, HAMPTON & BROWN FOR ENGINEERING SERVICES FOR THE TIM CURRY CRIMINAL JUSTICE CENTER DOMESTIC WATER PUMP REPLACEMENT PROJECT

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve a professional service contract with Baird, Hampton & Brown (BHB) for engineering services for the Tim Curry Criminal Justice Center (TCCJC) Domestic Water Pump Replacement Project, located at 401 West Belknap in Fort Worth.

BACKGROUND

The Domestic Water Pump System supplies potable water to the entire building and consist of two (2) motors, two (2) pumps, and a Variable Frequency Drive (VFD), which serves as the controls for the system. The Water Pump System and VFD has reached the end of its life expectancy and are no longer operating efficiently.

On April 26, 2022, the Commissioners Court, through Court Order #138003, approved Request for Qualification (RFQ) No. 2022-098 – Annual Contract for Professional Architectural-Engineering Services, for various Tarrant County projects. With approval of RFQ No. 2022-098, the Facilities Management Department and Purchasing Department were granted approval to utilize the selected firms for indefinite quantities of work, as outlined in the RFQ, at the hourly rates in the respective rate schedules for each firm. Firms will be issued a Tarrant County purchase order or will be required to sign a contract for individual projects, depending on the type and cost of the work. BHB was one (1) of the firms that received the highest evaluated ratings from the evaluation committee as having qualifications to meet the County’s needs for indefinite quantities of work as outlined in the RFQ.

The purpose of this contract is for BHB to provide mechanical and electrical design, bidding and construction administration services for the replacement of the existing Domestic Water Pump System and the VFD.

With approval of this Professional Service Contract, BHB will design the systems in accordance with applicable code requirements. The scope of services shall include but are not limited to the following:

- Site Investigation
- Design
- Bidding Services
- Construction Administration

SUBMITTED BY:	Facilities Management	PREPARED BY: APPROVED BY:	Christina Munoz Michael Amador
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COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 01/09/2024 PAGE 2 OF 9

The Criminal District Attorney's Office has reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$10,100.00 is available in account 45100-2024 Non-Debt Capital Fund/3110404000 Tim Curry Criminal Justice Center/569011 Professional Services.

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Baird Hampton & Brown hereinafter referred to as PROVIDER, for the purpose of providing professional engineering 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 engineering services (the “Services”) for the Domestic Water Pump Replacement Project at the Tim Curry Criminal Justice Center 401 West Belknap, 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 engineering dated November 10, 2023, from PROVIDER, shown in Exhibit “A” and this Professional Services Contract, 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 We propose to provide the mechanical and electrical engineering design for the referenced project in sufficient detail to receive construction bids from contractors and in sufficient detail to install they systems in accordance with applicable codes.
- 1.2 This proposal assumes that construction services will include the following:
 - a. Pre-bid meeting
 - b. Scope Review meeting
 - c. Pre-construction meeting
 - d. Submittal review
 - e. Responses to Contractor requests for information
 - f. Two construction site visits w/pay application verification.
 - g. Weekend Construction visit during switchboard replacement (duration of outage)
 - h. Project close out site visit.
 - i. Record Documents

**2.
TERM**

This contract commences January 9, 2024, 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 sixteen thousand five hundred dollars (\$16,500.00) and shall not exceed this amount without prior authorization from the County.

Site Investigation	\$1,000
Mechanical/Elec Engineering	\$5,000
Bidding	\$1,500
Construction	\$2,500
Reimbursables	\$ 100
TOTAL NOT TO EXCEED AMOUNT	\$10,100

- 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 \$100.00. 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.
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.

**11.
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.

**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 350
Fort Worth, TX 76196

PROVIDER:
Paul Morris
Baird Hampton & Brown
6300 Ridglea Place, Suite 700
Fort Worth, Texas, 76116

APPROVED on this day the _____ day of _____, 2024, by Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

**PROVIDER
BAIRD HAMPTON & BROWN**

Tim O'Hare
County Judge



Authorized Signature

APPROVED AS TO FORM:

James Marwin Nichols
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



November 10, 2023

Mr. Chad Raines
Operations Manager
Tarrant County Facilities Management
100 W. Weatherford Street
Fort Worth, Texas 76196

**RE: PROPOSAL FOR DESIGN AND CONSTRUCTION ADMINISTRATION
FOR REPLACEMENT OF EXISTING DOMESTIC WATER BOOSTER PUMPS
TIM CURRY CRIMINAL JUSTICE CENTER
FORT WORTH, TEXAS**

Dear Chad:

We appreciate the opportunity to offer our proposal to provide the mechanical and electrical design for the replacement of the existing domestic water booster pumps in the Tim Curry Criminal Justice Center.

This proposal includes Site Investigation, Design, and Bidding Services and Construction Administration. Commissioning of the new systems will be provided by Others.

We propose to provide the mechanical and electrical engineering design for the referenced project in sufficient detail to receive construction bids from contractors 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.

Our Bidding Services will include participation in Pre-Bid Meeting and Bid Evaluation Meeting.

Our Construction Administration will include participation in Pre-Construction Meeting, review of shop drawing submittals, response to construction requests for information and (2) site visits during construction to observe the Contractor's progress.

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

Site Investigation	\$1,000.00
Design	\$5,000.00
Bidding Services	\$1,500.00
Construction Administration	\$2,500.00
Reimbursables	<u>\$100.00</u>
Total Fee	\$10,100.00

6300 Ridglea Place, Suite 700 | Fort Worth, Texas 76116 | PH: 817.338.1277 | FX: 817.338.9245

TBPE Firm #44, TBPLS Firm #10011300, #10011302, #10194146

engineering | surveying | landscape

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 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 be payable under the same conditions as the stipulated sum.

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.



Les Brown, P.E.

APPROVED FOR TARRANT COUNTY BY:

Signature

Date

Attachment: General Conditions