COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 144751
PAGE 1 OF 10
DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH BAIRD, HAMPTON & BROWN FOR ENGINEERING SERVICES FOR THE DOMESTIC WATER BOOSTER PUMPS REPLACEMENT PROJECT AT THE GK MAENIUS ADMINISTRATION BUILDING**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider approving a professional services contract with Baird, Hampton & Brown (BHB) for engineering services for the Domestic Water Booster Pumps Replacement Project at the GK Maenius Administration Building.

BACKGROUND

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. Baird Hampton and Brown 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 existing twenty (20) year old domestic water booster pumps need to be replaced due to reaching the end of service life. BHB will design the systems in accordance with applicable codes. With approval of this professional service contract, BHB will provide the mechanical and electrical engineering design. The scope of services shall include, but are not limited to the following:

Site Investigation
Design
Bidding Services
Construction Administration

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

FISCAL IMPACT

The fiscal impact is $14,600.00. Funding is available in account 540000 Capital /3110200000 Administration Building/45100-2025 Non-Debt Capital.

SUBMITTED BY	Facilities Management	PREPARED BY:	Milissa Warner
		APPROVED BY:	Michael Amador

STATE OF TEXAS §
§ **PROFESSIONAL SERVICES CONTRACT**
COUNTY OF TARRANT §

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 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 engineering services (the "Services") for the Replacement of Existing Domestic Water Booster Pumps Project at the GK Maenius Administration Building located at 100 East Weatherford St., 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 services dated November 12, 2024, 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 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.
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. Project close out site visit
   h. Record Documents

2.
TERM

This contract commences February 19, 2025, 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 fourteen thousand six hundred dollars ($14,600.00) and shall not exceed this amount without prior authorization from the County.

Site Investigation	$1,000
Design	$9,500
Bidding	$1,500
Construction Administration	$2,500

Reimbursable Expenses	$ 100
TOTAL NOT TO EXCEED AMOUNT	$14,600

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, 200 Taylor Street, Suite 344, 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, and additional OAC meetings, etc. related to the Project. Reimbursable expenses will not exceed $100. 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:
Les Brown
Baird Hampton & Brown
6300 Ridglea Place, Suite 700
Fort Worth, Texas 76116

13.
EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

SIGNED AND EXECUTED this _____ day of _____, 2025.

TARRANT COUNTY
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

PROVIDER:
BAIRD HAMPTON & BROWN

Les Brown
_____
Authorized Signature or name

APPROVED AS TO FORM:

James Marvin 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 FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor's Office

EXHIBIT A

BAIRD, HAMPTON & BROWN
building partners

November 12, 2024

Mr. Chad Raines
Operations Manager
Tarrant County Facilities Management
200 Taylor Street, Ste 344
Fort Worth, Texas 76196

RE: PROPOSAL FOR DESIGN AND CONSTRUCTION ADMINISTRATION
FOR REPLACEMENT OF EXISTING DOMESTIC WATER BOOSTER PUMPS
GK MAENIUS ADMINISTRATION BUILDING
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 GK Maenius Administration Building.

This proposal includes Site Investigation, Design, Opinion of Probable Cost, Bidding Services and Construction Administration Services. 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	$9,500.00
Bidding Services	$1,500.00
Construction Administration	$2,500.00
Reimbursables	$100.00
Total Fee	$14,600.00

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.

Any requested Additional Services shall be computed based on the BHB hourly rate schedule as shown below:

Engineering – (Eng.); Land Surveying – (LS); Landscape Architecture – (LA)

Eng. & Management – Principal/VP	$ 300.00 /hr.	Designer - IV	$ 205.00 /hr.
Eng. PE/LS RPLS/LA RLA - IV	$ 210.00 /hr.	Designer - III	$ 140.00 /hr.
Eng. PE/LS RPLS/LA RLA - III	$ 180.00 /hr.	Designer - II	$ 120.00 /hr.
Eng. PE/LS RPLS/LA RLA - II	$ 160.00 /hr.	Designer - I	$ 100.00 /hr.
Eng. PE/LS RPLS/LA RLA - I	$ 140.00 /hr.	CAD/Tech. Survey Services	$ 95.00 /hr.
Eng. EIT/LS SIT - IV	$ 130.00 /hr.	Field Surveying – 1 Person Crew	$ 175.00 /hr.
Eng. EIT/LS SIT - III	$ 120.00 /hr.	Field Surveying – 2 Person Crew	$ 205.00 /hr.
Eng. EIT/LS SIT - II	$ 110.00 /hr.	Field Surveying – 3 Person Crew	$ 225.00 /hr.
Eng. EIT/LS SIT - I	$ 100.00 /hr.	Construction Staking – 2 Person Crew	$ 225.00 /hr.
LA - Intern	$ 95.00 /hr.	Clerical Services	$ 70.00 /hr.
CAD / Drafting Services	$ 70.00 /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.

Les Brown

Les Brown, P.E.

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CERTIFICATE OF INTERESTED PARTIES

EXHIBIT B

FORM 1295

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:
2025-1263057

Date Filed:
01/30/2025

Date Acknowledged:

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

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.
Admin Bldg Dom. Water Pump
Professional Engineering Services for Administration Building Domestic Water Pump

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baird, John Austin	Grapevine, TX United States	X	
Wallace, Chad	Fort Worth, TX United States	X	
Bost, Ian	Fort Worth, TX United States	X	
Snyder, Jeremy	Fort Worth, TX United States	X	
LaCroix, Joseph	Fort Worth, TX United States	X	
Randall, Kenneth	Fort Worth, TX United States	X	
Watters, Richard	Fort Worth, TX United States	X	
Nave, Shannon	Weatherford, TX United States	X	
Strevey, Tracy	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kenneth Randall, and my date of birth is 09/09/1960.

My address is 6300 Ridglea Place, Ste 700 (street), Fort Worth (city), TX (state), 76116 (zip code), USA (country).

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

Executed in Tarrant County, State of TX, on the 30 day of January (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)